MANDATORY PRE-BID MEETING

PROJECT #	**P1173-00 Re-Bid**
LOCATION	**Belleplain State Park** **1 Henkinsifkin Road, Dennis Township, Cape May County**
DATE	**December 2, 2020**
TIME	**10:00 AM**
CONTACT PERSON	**Cristina Zozzaro**
PHONE #	**609-433-9027**
MEETING LOCATION	**Belleplain State Park Office** **1 Henkinsifkin Road, Dennis Township, Cape May County** **GPS Coordinates: 39.248463, -74.842384**

ALL BIDDERS ARE URGED TO LIMIT THE NUMBER OF REPRESENTATIVES TO ATTEND THE PRE-BID MEETING IN ORDER TO KEEP THE NUMBER OF ATTENDEES TO A MINIMUM IN ORDER TO COMPLY WITH COVID-19 RELATED SOCIAL DISTANCING GUIDELINES. ALL ATTENDEES MUST WEAR FACE MASK COVERINGS.

MUST ATTEND TO HAVE VALID BID

NOTE: It is each bidder's responsibility to determine the way to the location of the announced Pre-Bid meeting and to assure their timely arrival at the Conference. A maximum fifteen-minute grace period may be granted by the DPMC Project Manager, at his/her discretion, in case of extenuating circumstances determined prior to the scheduled start time. Bidders will be required to sign in at the beginning of the Conference. After the meeting has officially started, no other bidders will be permitted to sign-in. Failure to sign pre-bid sign in sheet will prohibit contractors bid from being accepted. Each bidder acknowledges and agrees they shall be responsible for all information discussed in pre-bid meeting.

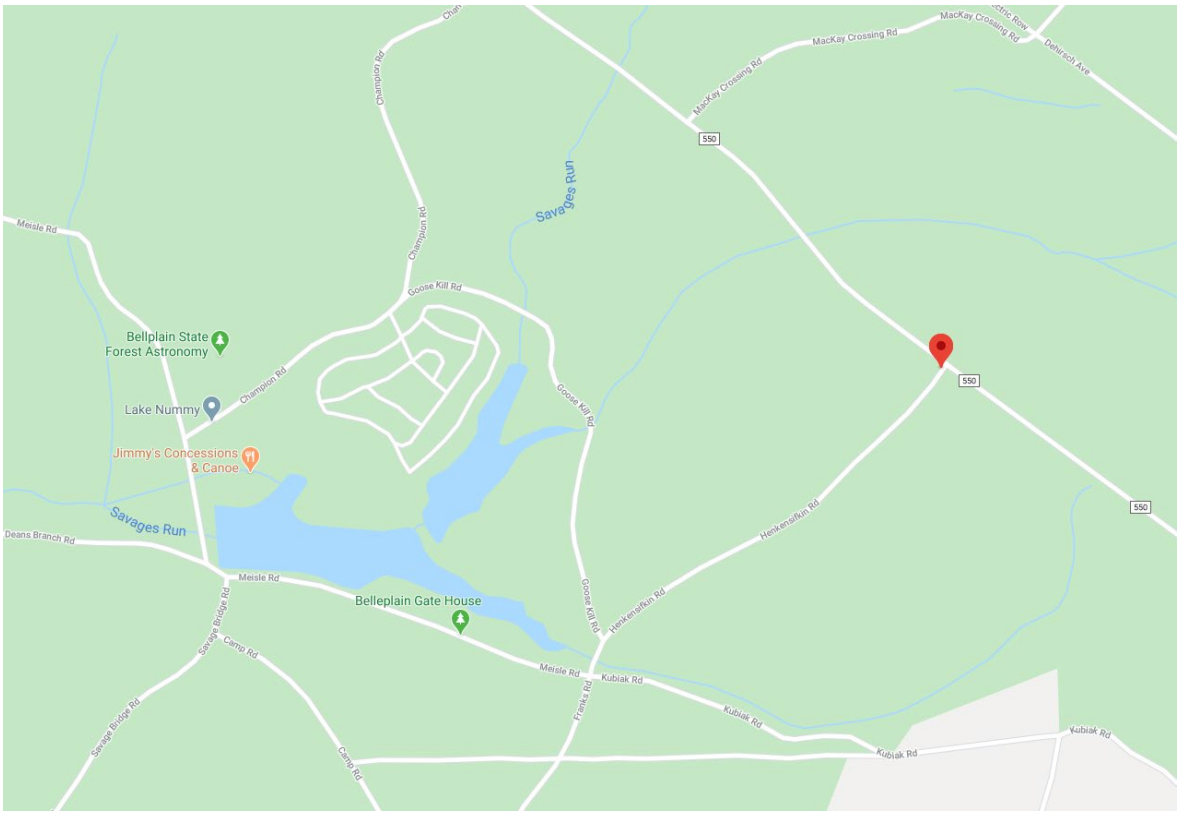
Belleplain State Forest Directions

*** Park Location:**
1 Henkinsifkin Road
Woodbine, NJ 08270

* GPS user please type in the above address under **Park Location** or use the GPS coordinates below. Do not type in Bellplain state forest that will take you to a dirt road.

GPS Coordinates
39° 14’ 56.62” N 74° 50' 28.29" W

Directions:
The forest can be reached via the Garden State Parkway by taking exit 17 southbound (exit 17) to Routes 9 and 550 or exit 13 northbound. Highway signs are provided to guide the motorist to the forest.



SPECIFICATION

CAMP SITE ELECTRIC AND WATER SERVICE
CCC CAMPGROUND

Belleplain State Forest
Woodbine, Cape May County, NJ

PROJECT NO. P1173-00

STATE OF NEW JERSEY

Honorable Philip D. Murphy, Governor
Honorable Sheila Y. Oliver, Lt. Governor

DEPARTMENT OF THE TREASURY

Elizabeth Maher Muoio, Treasurer

DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

Christopher Chianese, Director

GILLAN & HARTMANN, INC
140 WHITAKER AVENUE
MONT CLARE, PA 19453
G&H NO. 2017-253

Date: June 10, 2020

STATE OF NEW JERSEY

DEPARTMENT OF THE TREASURY

DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

R E V I S E D

DECEMBER 2015

INSTRUCTIONS TO BIDDERS

AND

GENERAL CONDITIONS

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS

IB 1 Bid Proposals

IB 1.1 Sealed proposals for the work described herein must be received and time-stamped in the Plan Room, Division of Property Management and Construction (DPMC), 9th Floor, 33 West State Street, P O Box 034, Trenton, NJ 08625-0034. The closing date and time for bids will be stated in the Advertisement for Bid. Bidders are cautioned that reliance on the US Postal Service or other mail delivery or courier service for timely delivery of proposals is at the bidders' risk. Failure by a bidder to have a sealed proposal reach DPMC by the prescribed time will result in rejection of the unopened submission.

IB 1.2 Bids may be accepted on the following branches of work, as applicable:

a. Lump Sum All Trades
b. General Construction
c. Structural Steel
d. Plumbing
e. Heating, Ventilating and Air Conditioning
f. Electrical
g. Special Categories as may be required

IB 1.3 Contractors classified by DPMC may obtain contract documents at the DPMC address above, or upon written request, subject to payment of applicable fees. Each bidder is herewith put on notice that its general classification by DPMC is not the sole basis for qualification for the award of work. The Director reserves the right to deny award to any bidder that is not clearly responsible, based upon experience, past performance, financial capability or other material factors, to perform the work required herein.

IB 1.4 The schedule of non-refundable bid fees below is based upon individual trade construction cost estimates. Upon request and at no cost the DPMC will furnish a set of the contract documents for review in the offices of the division at the address noted in paragraph IB1.1 above.

DPMC BID DOCUMENTS FEE SCHEDULE (PER PACKAGE):

TRADE ESTIMATE	DOCUMENT FEE	MAILING FEE
$100,000 or less	No charge	$25.00
Greater than $100,000	$ 65.00	$25.00

IB 1.5 Bid proposals based upon the plans, specifications, general, special and supplementary conditions and bulletins shall be deemed as having been made by the contractor with full knowledge of the conditions therein. Bidders are required to visit the site prior to submitting proposals for the work herein described, and to have thoroughly examined the conditions under which the contract is to be executed, including those reasonably observable conditions of the premises which would hinder, delay, or otherwise affect the performance of the contractor required under the terms of the contract. The State will not allow claims for additional costs as a result of the contractor's failure to become aware of the reasonably observable conditions affecting its required performance. The bidder is required to make appropriate allowances in the preparation of the bid for the

accommodation of such conditions. Bidders must warrant in the bid documents that the bidder is familiar with conditions existing at the site at the time the bid is submitted.

IB 1.6 Bid proposals shall be submitted on the standard form provided by DPMC, enclosed in a sealed envelope issued by DPMC. The name and address of the bidder must be indicated on the envelope, as well as indication of the DPMC project number, project location and other appropriate identification.

IB 1.7 All amounts in the bid documents shall be stated in numerical figures only.

IB 1.8 The bidder must include in the bid envelope: (1) the proposal signed by the bidder, (2) the executed affidavit of non-collusion, (3) the executed Source Disclosure Certification Form as further described in section IB1.11, (4) the executed Disclosure of Investment Activities in Iran Form and (5) bid security as further described in Section IB6.

IB 1.9 Proposals shall remain open for acceptance and may not be withdrawn for a period of 60 calendar days after the bid opening date.

IB 1.10 Proposals not submitted and filed in accordance with instructions contained herein and in the Advertisement for Bids may be rejected as non-responsive.

IB 1.11 Procurement Reform

a. RESTRICTIONS ON POLITICAL CONTRIBUTIONS – In accordance with N.J.S.A. 19:44A-20.13, *et seq.*, bidders submitting a bid on or after October 15, 2004, shall be required to submit a Certification and Disclosure Form and Ownership Disclosure Form for all Business Entities. These forms must be submitted by the bidder and approved prior to contract award.

   N.J.S.A. 19:44A-20.13, *et seq*, prohibits State departments, agencies and authorities from entering into a contract that exceeds $17,500 with an individual or entity that has made a contribution to that political party committee. N.J.S.A. 19:44A-20.13, *et seq,* further requires the disclosure of all contribution to any political organization organized under section 527 of the Internal Revenue Code that also meets the definition of "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The successful bidder shall also be required to adhere to all continuing obligations contained in N.J.S.A. 19:44A-20.13, *et seq*, regarding contributions and disclosures as required in N.J.S.A. 19:44A-20.13, *et seq*.

b. Source Disclosure Certification - Pursuant to N.J.S.A. 52:34-13.2, *et seq.*, all bidders submitting a proposal shall be required to complete a Source Disclosure Certification that all services will be performed in the United States. The bidder shall disclose the location by country where services under the contract will be performed and any subcontracted services will be performed. The Source Disclosure Certification will be attached to the bid proposal.

c. MacBride Principles - Pursuant to N.J.S.A. 52:34-12.2, a bidder must complete a certification on the DPMC form provided prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates pursuant to N.J.S.A. 52:34-12.2, that the bidder has no ongoing business activities in Northern Ireland and does not maintain a physical

presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a contractor who would otherwise be awarded a contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, it is in the best interest of the State to award the contract or agreement to the next responsible bidder who has completed the certification. If the Director finds the contractor to be in violation of the principles which are the subject of this law, s/he shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contractor in default and seeking debarment or suspension of the contractor.

d. Investment Activities in Iran - Pursuant to N.J.S.A. 52, 32-55, *et seq.*, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete a certification with their bid on the DPMC form provided to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division of Purchase and Property's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

IB 2 Bid Modification

IB 2.1 A bidder may modify its bid proposal by electronic mail or letter at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the DPMC prior to such closing time. A mailed confirmation of any modification signed by the bidder must have been mailed and time-stamped by the US Postal Service prior to the specified closing time. Such confirmation, whether transmitted electronically or by mail, shall be accompanied by a newly executed affidavit of non-collusion.

IB 2.2 Communications shall not reveal the basic bid price but shall only provide the amount to be added, subtracted or modified so that the final prices or terms will not be revealed until the sealed proposal is opened. If written confirmation of the telegraphic modification is not received within two working days after the scheduled closing time, no consideration will be given to the telegraphic modification.

IB 2.3 Bids may be withdrawn upon receipt of a bidder's written request prior to the time fixed for the bid opening. A bidder's right to withdraw a bid is lost after a bid has been opened. If an error has been made in the bid amount, request for relief from the bid may be made in writing to the Director. The written request shall be signed by an authorized corporate officer. A determination of whether the bidder will be released shall be at the sole discretion of the Director, who shall issue a finding within five working days of receipt of all pertinent information relating to such request for relief.

IB 3 Consideration of Bids

IB 3.1 Award of Contracts or Rejection of Bids:

a. Contracts will be awarded to the lowest responsible bidder. The awards will be made, or the bids rejected, within 60 calendar days from the date of the opening of bids. At the discretion of the Director, a bid extension may be requested from the bidders if circumstances warrant an extension.

b. The Director reserves the right to award the contract on the basis of the single bid for the entire work, or on the basis of a separate bid and alternate, or any combination of separate bids and alternates, which the Director deems best serves the interest of the State.

c. The Director reserves the right to waive any bid requirements when such waiver is in the best interests of the State, and where such waiver is permitted by law. Such waiver shall be at the sole discretion of the Director.

d. The Director reserves the right to reject any and all bids when such rejection is in the best interests of the State. The Director also may reject the bid of any bidder which, in the Director's judgment, is not responsible or capable of performing the contract obligations based on financial capability, past performance, or experience. A bidder whose bid is so rejected may request a hearing before the Director by filing a written notice.

IB 3.2 The bidder to be awarded the contract shall execute and deliver the requisite contract documents, including payment and performance bonds, within the time specified. Upon the bidder's failure or refusal to comply in the manner and within the time specified, the Director may either award the contract to the next low responsible bidder or re-advertise for new proposals. In either case, the Director may hold the defaulting bidder and its surety liable for the difference between the applicable sums quoted by the defaulting bidder and the sum which the State may be obligated to pay to the contractor which is contracted to perform and complete the work of the defaulting bidder.

IB 4 Awards

IB 4.1 In executing a contract, the successful bidder agrees to perform the required work in a good and workmanlike manner to the reasonable satisfaction of the Director, and to complete all work within the number of calendar days specified in its contract.

IB 4.2 Successful bidders will be notified of the time and place for the signing of contracts. Key requirements in the contract, including, but not limited to, the number of days of performance of the contract, manner and schedule of payments, and other administrative details will be reviewed at the award meeting. The time and place of the first job meeting will be announced at the award meeting.

IB 4.3 The State reserves the right to award the contract upon the basis of a single bid for the entire work, or on the basis of separate bids for each prime trade when the total of the separate bids is less than the single bid. Alternates will be accepted or rejected in numerical sequence as cited in the bid documents and shall not be selected at random except as provided herein. Add alternates and deduct alternates will be specified separately. The State may choose from the add and deduct alternates without priority between the two groups so long as selection within each group is in numerical sequence from the first to the last. This limitation shall not apply, however, to any alternates concerning proprietary items. The Director, with the approval of the Using Agency, may accept alternates out of sequence, provided the Director states the reasons for so doing, in writing, within five working days following the opening of bids.

IB 4.4 Should submission of unit prices be required for specified items of work in bid proposals, they will be considered in the evaluation of bids as set forth in the bid proposal form.

IB 4.5 The successful bidder and all of its subcontractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., regarding Equal Employment Opportunity in Public Works Contracts.

IB 5 Qualification of Bidders

IB 5.1 If the successful bidder is a corporation not organized under the laws of the State of New Jersey or is not authorized to do business in this State (foreign corporation), the award of the contract shall be conditioned upon the prompt filing by the said corporation of a certificate to do business in this State and complying with the laws of this State in that regard. This filing must be made with the Division of Revenue. No award of contract will be made until the Division of Revenue confirms this authorization.

IB 5.2 The State requires that each contractor, except in the case of a single contractor, shall perform a minimum of 35 percent of the contract work by the contractor's own forces. However, the Director has the sole discretion to reduce this percentage depending upon the nature and circumstances in any particular case, if the Director determines that to do so would be in the best interests of the State, and provided that the bidder submits a written request with the original bid proposal.

IB 5.3 The State reserves the right to reject a bidder at any time prior to the signing of a contract if information or data is obtained which, in the opinion of the Director, adversely affects the responsibility and/or the capability of the bidder to undertake and to complete the work, regardless of the bidder's previous qualification or classification. The State may

conduct any investigation as it deems necessary to determine the bidder's responsibility and capacity, and the bidder shall furnish all information and data for this purpose as requested by the State.

IB 5.4 Each bidder must be classified by DPMC in accordance with the provisions of the classification statute, NJSA 52:35-1, *et seq.*,. In the case of a single bid for all of the work, the bidder shall include in the bid the names of its principal subcontractors (in categories as listed in IB1.2 above), which must also be classified in accordance with the said statute.

IB 5.5 At the time of the bid due date, the bidder and the subcontractors must be registered in accordance with "The Public Works Contractor Registration Act", N.J.S.A. 34:11-56.48, *et seq.* All questions regarding registration shall be addressed to:

Contractor Registration Unit
New Jersey Department of Labor
Division of Wage & Hour Compliance
P O Box 389
Trenton NJ 08625-0389
Telephone: 609-292-9464
FAX: 609-633-8591

IB 5.6 In accordance with N.J.S.A. 52:32-44, *et seq.*Public Law 2001, Chapter 134, all contractors and subcontractors providing goods/services to State agencies and authorities are required to provide the contracting agency or authority with proof of registration with the Department of Treasury, Division of Revenue. The basic registration process involves the filing of Form NJ-Reg., which can be filed online at www.state.nj.us/njbgs/services.html or by calling (609) 292-7077 or (609) 292-1730.

IB 6 **Deposit and Bid Bond**

IB 6.1 The Proposal, when submitted, shall be accompanied by a Bid Bond satisfactory to the Director, for the sum of not less than fifty percent (50%) of the Total Bid including alternates, if applicable.

IB 6.2 The Bid Bond shall be properly filled out, signed, and witnessed.

IB 6.3 The Bid Bond shall be accompanied by a copy of the power of attorney executed by the surety company or companies. The power of attorney shall set forth the authority of the attorney-in-fact who has signed the bond on behalf of the surety company to bind the company and shall further certify that such power is in full force and effect as of the date of the bond.

IB 6.4 If the bidder whose proposal is accepted is unable to provide the performance and payment bonds or fails to execute a contract, then such bidder and the bid bond surety, where applicable, shall be obligated to pay to the State the difference between the amount of the bid and the amount which the State contracts to pay another party to perform the work. The bidder and the surety shall pay, upon demand, the entire amount of the State's difference in cost. Should there be a deficiency in excess of the bid deposit, the bidder shall make immediate payment to the State for any such deficiency. Nothing contained herein shall be construed as a waiver of any other legal remedies that the State may have against the contractor.

IB 6.5 Attorneys-in-fact who sign bid bonds or contract bonds must file a certified power-of-attorney with the State indicating the effective date of that power.

IB 7 Performance and Payment Bond

IB 7.1 The successful bidder shall furnish within ten (10) calendar days after notice of award both a performance bond in statutory form in an amount equal to one hundred percent (100%) of the total contract price as security for the faithful performance of this contract and a payment bond in statutory form in amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons and firms performing labor and furnishing materials in connection with this contract. The performance bond and the payment bond may be combined or in separate instruments in accordance with law. If combined, they must be for 200% of the award amount. No contract shall be executed unless and until each bond is submitted to and approved by the State. The surety must be presently authorized to do business in the State of New Jersey. In addition to the other coverage provided, the Bond shall cover all Contract guarantees and any other guarantees/warranties issued by the Contractor.

IB 7.2 The cost of all performance and payment bonds shall be paid for by the successful bidder.

IB 7.3 If at any time the State, for justifiable cause, is dissatisfied with any surety which has issued or proposes to issue a performance or payment bond, the contractor shall, within ten calendar days after notice from the State to do so, substitute an acceptance bond (or bonds). The substituted bond(s) shall be in such form and sum and executed by such other surety or sureties as may be satisfactory to the State. The premiums on such bond(s) shall be paid by the contractor. No contract shall be executed and/or no payment made under a contract until the new surety or sureties shall have furnished such an acceptable bond to the State.

IB 7.4 Bonds must be legally effective as of the date the contract is signed. Each must indicate the contractor's name exactly as it appears on the contract. Current attorney-in-fact instruments and financial statement of the surety must be included with the bonds. Bonds must be executed by an authorized officer of the surety. Bonds furnished under this section shall conform in all respects to the requirement and language of NJSA 2A:44-143 to 147.

IB 8 Bulletins and Interpretations

IB 8.1 No interpretation of the meaning of the plans, specifications or other pre-bid documents will be provided to any bidder unless such interpretation is made in writing to all prospective bidders prior to the opening of bids. Any such interpretations must be identified in bid proposals submitted. Any interpretations which are not entered in accordance with this provision shall be unauthorized and not binding upon the State.

IB 8.2 Every request for an interpretation relating to clarification or correction of the plans, specifications, or other bid documents must be made in writing, addressed to the architect/engineer and the DPMC Director, and must be received at least five (5) working days prior to the date fixed for the opening of the bids. Any and all interpretations, clarifications or corrections and any supplemental instructions must be issued by the Director in the form of written bulletins and mailed by certified mail, return receipt requested, or by electronic notice to all prospective bidders not later than three (3) working days prior to the date of the opening of bids. All bulletins issued shall become part of the

contract documents and shall be acknowledged in all bid proposals. Failure of a bidder to acknowledge receipt of all such bulletins and interpretations by the time of bid opening shall result in its proposal being considered non-responsive, at the option of the Director.

IB 8.3 Each bidder shall be responsible for thoroughly reviewing the contract documents prior to the submission of bids. Bidders are advised that no claim for expenses incurred or damages sustained as a result of any error, discrepancy, omission, or conflict in the contract documents shall be recognized by the State unless, and only to the extent that, a written request for interpretation, clarification or correction has been submitted in compliance with Section IB8.2 and provided the matter has not been addressed by the State through the issuance of a bulletin interpreting, clarifying or correcting such error, discrepancy, omission or conflict.

IB 9 Assignments

IB 9.1 The contractor shall not assign all or any part of this contract without written consent of the State. Money due (or to become due) the contractor hereunder shall not be assigned for any purposes whatsoever.

IB 10 Federal Excise Taxes and State Sales Tax

IB 10.1 In general, bidders, in preparing bids, must take into consideration applicable Federal and State tax laws.

IB 10.2 Materials, supplies or services for exclusive use in erecting structures or buildings or otherwise improving, altering or repairing all State-owned property are exempt from the State sales tax. The successful bidder must submit Division of Taxation form ST13, Exempt Use Certificate, to the seller of all materials, supplies or services that will be incorporated into the Work.

IB 10.3 Bidders must determine the current status and applicability of any tax laws, and the contractor may make no claim based upon any error or misunderstanding as to the applicability of any tax laws.

IB 10.4 Purchases or rentals of equipment are not exempt from any tax under the State Sales Tax Act.

IB 11 Restrictive Specifications

IB 11.1 Should any bidder determine before the bid due date that any portion of the specifications or drawings specify a particular product which can be provided by only one supplier or manufacturer, with the result that competitive prices are not available, the bidder shall immediately notify the Director in writing of such fact.

IB 11.2 If such notice is not given in a timely manner, it shall be assumed that the bidder has included the estimate of such sole source in the bid. However, if the Director is notified in a timely manner of the sole source of supply or manufacture, the Director may order the product re-bid or take other lawful action. Such action shall be at the Director's sole discretion.

IB 12 Offer of Gratuities

IB 12.1 Bidders are advised that the laws of New Jersey (NJSA 52:34-19) make it a misdemeanor to offer, pay or give any fee, commission, compensation, gift or gratuity to any person employed by the State. Also, Executive Order #189 (1988) requires that all requests for proposals and contracts issued by the State specify prohibitions on vendor (contractor) activities, the violation of which shall render the vendor liable to ineligibility for State contracts, pursuant to the debarment procedures set forth in N.J.A.C. 17:19-4.1., *et seq*. These prohibited activities include the following:

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by NJSA 52:34D-13b. and e., in the Department of Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by NJSA 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of NJSA 52:13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of NJSA 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State offer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraphs IB12.1.a. through e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the State Ethics Commission on Ethical Standards may promulgate under paragraph IB12.1.c. above.

END OF INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

ARTICLE 1 - GENERAL PROVISIONS

1.1 DEFINITIONS:

1.1.1 Architect/Engineer: The Architect/Engineer ("A/E") is the consultant engaged by the DPMC to prepare the design and perform certain contract administration functions in accordance with the provisions of its contract with the DPMC.

1.1.2 Bulletin: A document, issued by DPMC prior to the opening of bids, which supplements, revises or modifies the bid document(s).

1.1.3 Change in the Work: A change in the Project and the Contract Documents, including, but not limited to, an increase or decrease in the Work, an acceleration or extension of time for the performance of the Work.

1.1.4 Change Order: A written order, directing or authorizing a Change in the Work executed by the DPMC and agreed to by the Contractor (except in the case of unilateral change orders executed by DPMC) that includes all adjustments to work, compensation and/or time warranted by the Change in the Work.

1.1.5 Code Official: the individual licensed by the NJ Department of Community Affairs authorized to enforce the NJ Uniform Construction Code (UCC) and approve or reject the Work for NJ UCC compliance.

1.1.6 Construction Management Firm or "CMF": A person or firm that may be engaged by the DPMC to assist DPMC in the administration of its contracts.

1.1.7 Contract: The entire and integrated agreement between the Contractor and the DPMC encompassing all of the Contract Documents.

1.1.8 Contract Documents: The executed form of Contract, General Conditions, Supplementary Conditions, Supplementary Instructions, Bulletins, plans, specifications, instructions to bidders, addenda, responses to requests for information, Price Proposal, Change Orders, other amendments, including construction change directives, and all exhibits, appendices and documents attached to or referenced in any of the foregoing materials.

1.1.9 Contract Limit Lines The lines shown on the Contract Drawings that define the boundaries of the Project, and beyond which no construction work or activities may be performed by the Contractor unless otherwise noted on the drawings or specifications.

1.1.10 Contractor: The business entity with whom the DPMC enters a contract for the performance of the construction of a construction Project by the terms set forth in the Contract Documents.

1.1.11 Contract Price: The sum stated in the Contract, as it may be adjusted in accordance with the Contract Documents, that represents the total amount payable by the DPMC to the Contractor for performance of the Work.

1.1.12 Day: A calendar day, unless otherwise designated.

1.1.13 Director: The person authorized by statute to administer the design, engineering and construction of all State buildings and facilities. The Director is the contracting officer representing the State personally or through authorized representatives in all relationships with Contractors, consultants and Architects/Engineers. This includes designees or an authorized administrative contracting officer acting within the limits of his or her authority. The Director or his or her duly authorized representative is the interpreter of the conditions of this contract and the judge of its performance.

1.1.14 Division of Property Management and Construction (DPMC): The State of New Jersey's contracting agency for the design and construction of State facilities.

1.1.15 Final Acceptance and Completion: The date following receipt and acceptance by DPMC of all administrative and close-out documents. Following acceptance, the DPMC will issue a Certificate of Final Acceptance and Completion for the Project.

1.1.16 Generally Accepted Accounting Principles: The common set of accounting principles, standards and procedures that companies use to compile their financial statements. Accounting records must identify all labor and material costs and expenses, whether they are direct or indirect. The identity must include at least the Project number for direct expenses and/or account number for indirect expenses.

1.1.17 NJUCC or Code: The New Jersey Uniform Construction Code which governs the permit and approval process for construction projects.

1.1.18 Notice: A written directive or communication given by DPMC to the Contractor to act or perform work or carry out some other contractual obligation, or a written communication to be served by the Contractor upon the State. A notice served on the Contractor will be deemed to have been duly served if delivered to an individual or member of the firm or entity or to an officer of the corporation for whom it was intended. This includes regular mail, e-mail, delivery by courier, or registered or certified mail, or facsimile to the Contractor's business address cited in the Contract documents. A notice from the Contractor to the State shall be deemed to have been duly served only if delivered to the Director or the Director’s duly authorized representative.

1.1.19 Notice to Proceed: The written communication issued by the DPMC to the Contractor directing the Contractor to begin the Work. The contract calendar day duration period will commence on the effective date noted.

1.1.20 Project: The term for the entire public works engagement. It includes the design, construction work and all administrative aspects required to fully complete the engagement.

1.1.21 Punch List: The list of incomplete or defective Work, compiled by DPMC and/or its authorized representative, which remains to be completed after achievement of Substantial Completion.

1.1.22 Schedule: The time tracking mechanism that establishes the Project’s allotted time requirements for completion as more specifically described in Article 6 of these General Conditions. When the construction activity items of the schedule have a monetary value associated with them, the schedule is referred to as a “costed” or “cost-loaded” schedule.

1.1.23 Site: The geographical location of the facility or property at which the Work under the Contract is to be performed.

1.1.24 State or Owner: The State of New Jersey, acting through DPMC.

1.1.25 Subcontractor: The business entity that enters into an agreement with the Contractor for the performance of work or materials under this Contract. Also refers to any agreement between a Subcontractor and any of lower tier Subcontractors. Such an agreement creates no relationship, legal or otherwise, between the DPMC and the Subcontractor(s) and/or lower tier Subcontractor(s).

1.1.26 Substantial Completion: The date when all essential requirements of the Contract Documents have been satisfied so that the purpose of the Contract Documents is accomplished, as determined by the DPMC including training of staff by the Contractor on all equipment, and resulting in the issuance of a temporary Certificate of Occupancy, a permanent Certificate of Occupancy or a permanent Certificate of Acceptance and when the Work and the facility can be safely occupied and used in accordance with its intended purpose. DPMC may condition issuance of a Certificate of Substantial Completion upon satisfactory receipt of critical documents.

1.1.27 Unit Schedule Breakdown: A detailed list of the Work activities required for Project construction, other elements associated with fulfilling the requirements of the Contract (bonds, insurance, etc.), major items of material, labor or equipment, and the prices associated with each of them.

1.2.28 Using Agency: The State department or agency for whom the construction project is being completed.

1.1.29 Work: All construction, supervision, labor, material and equipment necessary to complete the obligations under the Contract including Operation and Maintenance Manuals, Punch List completion, and As-Built Documents.

1.2 CONTRACT DOCUMENTS TO BE PROVIDED BY DPMC

Upon Contract award, the DPMC will furnish to the Contractor, free of charge, three copies of the drawings and specifications, and any additional instructions by means of supplemental contract documents as otherwise necessary for the proper execution of the Work, unless otherwise provided in the Contract Documents. Upon request, additional copies of the contract documents will be furnished at the Contractor's expense.

1.3 INTENT OF THE CONTRACT

1.3.1 The drawings, specifications and all of the Contract Documents are intended to require the Contractor to provide for everything necessary to accomplish the proper and complete finishing of all work. For the Project, the Contractor shall perform all of the obligations and work identified in the Contract Documents, regardless of the manner in which it is divided among the trades or the order in which it appears in the Contract Documents. All work and materials included in the specifications and not shown on the drawings, or shown on the drawings and not in the specifications shall be performed and/or furnished by the Contractor. The Contractor shall include any incidental materials

and/or Work not indicated in the drawings and/or the specifications which are nevertheless necessary for the development of the Project and are reasonably inferable from the contract documents and industry practice. The Contractor shall perform all such work and furnish all such materials as if particularly delineated or described in the contract documents as part of the bid proposal.

1.3.2 The Contractor acknowledges that in preparing its bid, the Contractor had the obligation to raise any reasonably observable errors, omissions, ambiguities or discrepancies and request an interpretation of the alleged errors, omissions, ambiguities or discrepancies. If the Contractor failed to do so, it will have waived all rights to a Change Order or claim and the Contractor will be responsible to complete the Work as required, consistent with the intent of the Contract Documents as interpreted by the DPMC, without additional compensation.

1.3.3 No interpretation of the meaning of the plans, specifications or other Contract Documents provided prior to bid submission shall be binding upon the State for any purpose unless issued in a Bulletin.

1.3.4 The Contractor shall abide by and comply with the intent and meaning of the Contract Documents taken as a whole, and shall not take advantage of any error or omission, should any exist. Should the Contractor become aware of the existence of any error, omission or discrepancy, the Contractor shall immediately notify the DPMC and the Architect/Engineer of any such errors, omissions, ambiguities or discrepancies and seek correction or interpretation thereof prior to commencement of the Work at issue. The Architect/Engineer shall issue a written interpretation. The Contractor shall do no work outside of the Contract Documents, unless written authorization to proceed from the DPMC is received by the Contractor.

1.3.5 Each and every provision required by law to be inserted in the Contract Documents is deemed to have been inserted therein. If any such provision has been omitted or has not been correctly inserted, then upon application of either party, the Contract may be modified to provide for such insertion or correction.

1.3.6 The order of precedence pertaining to interpretation of Contract Documents is as follows:

a. Executed Contract

b. Bulletins and Instructions

c. Supplemental General Conditions

d. Specifications and General Conditions

e. Drawings, in the following order of precedence:

(1) Notes on drawings

(2) Large scale details

(3) Figured dimensions

(4) Scaled dimensions

1.3.7 Where there may be a conflict in the Contract Documents not resolvable by application of the provisions of this Article, then the more expensive labor, materials, or equipment shall be assumed to be required and shall be provided by the Contractor.

1.3.8 On all work, it shall be the responsibility of the Contractor, by personal inspection of the existing building, facility, plant or utility systems, to ascertain the accuracy of any information given. This shall be the case, whether or not such information is indicated on the drawings, included in the specifications, or shown in any other documentation that is available. The Contractor shall have an affirmative duty to make reasonable inquiry for all available information. The Contractor shall include the costs of all material and labor required to complete the Work based on inspection and reasonably observable conditions.

1.4 WORKDAYS

Regular working hours will be defined in the Contract Documents. Changes thereto may be granted with written approval of the DPMC representative. Any work required to be performed after regular working hours or on Saturdays, Sundays, or legal holidays as specially set forth in the Contract documents, as may be reasonably required and consistent with contractual obligations, shall be performed at the amount set forth in the Contractor's bid without additional expense to the State. The Contractor shall obtain written approval of the DPMC representative for performance of work after regular working hours or on non-regular workdays at least forty-eight (48) hours prior to the commencement of overtime, unless such overtime work is caused by an emergency. If the Contractor seeks such approval for the overtime work, same shall be performed at no additional cost to the DPMC except in the event of an emergency, at which time, the DPMC, in its sole discretion, shall determine if the submitted overtime is compensable.

1.5 ASSIGNMENTS

The Contractor shall not assign all or any part of this Contract without the written consent of the Director. Money due (or to become due) the Contractor hereunder shall not be assigned for any purpose whatsoever without the written consent of the Director.

1.6 STATE SALES TAX

1.6.1 Materials, supplies or services for exclusive use in the construction of structures or buildings or otherwise improving, altering or repairing all State-owned property are exempt from the State sales tax.

1.6.2 Purchases or rentals of equipment are not exempt from any tax under the State Sales Tax Act.

ARTICLE 2 - OWNER/DPMC

2.1 DPMC'S REPRESENTATION

The DPMC will be represented on the Project by DPMC's designated representative(s). DPMC's designated representative(s) have only those duties that are required of the Owner under this Contract.

2.2 RIGHT TO PERFORM WORK

The DPMC may, and reserves the right to, enter upon the premises at any and all times during the progress of the Work, or cause others to do so, for the purpose of performing any work or installing any apparatus or carrying on any construction not included in the Contract Documents, or for any other reasonable purpose.

The DPMC shall have the right to defer the beginning of Work or to suspend the whole or any part of the Work whenever, in the sole discretion of the DPMC, it may be necessary or expedient for the State to do so.

2.3 MEANS AND METHODS

The State will not be responsible for, nor have control or charge of construction means, methods, techniques, sequences of procedures, or safety precautions and programs in connection with the Work. The State will not be responsible for, nor have control or charge of, the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other person performing any of the Work.

ARTICLE 3 - ARCHITECT/ENGINEER

3.1 DUTIES AND RESPONSIBILITIES

3.1.1 The Architect/Engineer ("A/E") is the consultant engaged by the DPMC to prepare the design and perform certain contract administration functions in accordance with the provisions of its contract with the DPMC.

3.2 PROGRESS MEETINGS

The Architect/Engineer will attend, chair and issue record minutes of bi-weekly job progress meetings.

3.3 SITE OBSERVATIONS

3.3.1 The Architect/Engineer will monitor the execution and progress of the Work. The Architect/Engineer will at all times be provided access to the Work. The Contractor shall provide facilities for such access so as to enable the Architect/Engineer to perform its functions.

3.3.2 The Architect/Engineer will not be responsible for, nor have control or charge of construction means, methods, techniques, sequences of procedures, or safety precautions and programs in connection with the Work. The Architect/Engineer will not be responsible for, nor have control or charge of, the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other person performing any of the Work.

3.4 SHOP DRAWINGS AND SUBMITTALS AND INVOICES

As more specifically described in Article 4, the Architect/Engineer will review, approve or take other appropriate action relating to Contractor's submittals, including shop drawings, product data and samples, and as – built drawings, to assure conformance with the requirements of the Contract. Such actions shall be taken with reasonable promptness. Approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.5 PAYMENT APPROVALS

3.5.1 The Architect/Engineer is responsible for the timely review of all invoices submitted by the Contractor. The Architect/Engineer shall inform the Contractor of any deficiencies therein. When the payment voucher is deemed accurate, the Architect/Engineer shall recommend approval of Contractor invoices.

3.5.2 The Architect/Engineer will review and recommend approval of Contractor closeout documentation in conjunction with the final application for payment.

ARTICLE 4 - THE CONTRACTOR

4.1 REVIEW OF THE CONTRACT DOCUMENTS AND FIELD CONDITIONS

4.1.1 The Contractor has the duty to thoroughly examine and be familiar with all of the Contract Documents and the Project site. The Contractor shall investigate and accurately determine the nature and location of the Work, the current building equipment and systems, labor and material conditions, and all matters which may in any way affect the Work or its performance.

4.1.2 The Contractor shall be deemed to have verified all reasonably observable conditions outside the Contract limit lines to determine whether any conflict exists with the Work that the Contractor is required to perform under the Contract. This includes but is not limited to a check on elevations, utility connections and other site data. If a condition changed from the time of the bid to the time of the issuance of the Notice to Proceed, the Contractor shall notify the Architect/Engineer immediately. The Contractor shall immediately report any conflicts prior to the bid proposal due date or waive any claim for additional compensation arising from such conflict.

4.1.3 During the progress of the Work, the Contractor shall immediately report in writing any alleged error, inconsistency, ambiguity or omission in the Contract Documents to DPMC. The Contractor shall not continue with any work that is affected by such alleged error, inconsistency, ambiguity or omission until the DPMC has had the opportunity to respond. Any error, inconsistency, ambiguity or omission shall be addressed pursuant to appropriate procedures set forth in these General Conditions.

4.1.4 Following notification of an alleged error, inconsistency, ambiguity or omission, the DPMC may issue supplemental instructions for the proper execution of the Work. The Contractor shall do no work without proper supplemental instructions. In giving such supplemental instructions, the DPMC will have the right to direct the Contractor to make minor changes in the Work without payment of additional monies. This provision is not intended to infringe upon or limit the DPMC's authority to otherwise direct changes in the Work, described elsewhere in these general conditions.

4.1.5 Where certain work is shown in complete detail, but not repeated in similar detail in other areas of the drawings, or if there is an indication of continuation with the remainder being shown only in outlines, the Work shown in detail shall be understood to be required in other like portions of the Project.

4.1.6 Unless otherwise directed in writing by the DPMC, the Contractor shall perform no portion of the Work without appropriate approvals as may be applicable and required by the Contract Documents.

4.1.7 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, equipment, materials, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution, protection, and completion of the Work.

4.2 INSURANCE

The Contractor shall secure and maintain in force, for the term of the Contract, insurance coverage provided in Section 13.4. The Contractor shall provide the State of New Jersey with current certificates of insurance for all coverage and renewals thereof which must contain a provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) calendar day's written notice to the State of New Jersey. If cancellation occurs, the Contractor shall immediately procure new coverage, not allowing any lapse of coverage to occur.

4.3 PERMITS, LAWS, AND REGULATIONS

4.3.1 The DPMC shall obtain and pay for the construction permits and inspections (building, plumbing, electrical, elevator and fire), required by the Department of Community Affairs (DCA). When permits are issued by DCA, the appropriate licensed Contractors and/or Subcontractors shall be required to fill out the Contractor section of the Sub-Code Technical Section and sign and affix their raised seal thereto.

4.3.2 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work, and which are legally required at the time of receipt of bids.

4.3.3 All work must be done in accordance with the NJUCC. No work requiring inspections and approval by construction NJUCC code officials is to be covered or enclosed prior to inspection and approval by the appropriate NJUCC enforcement officials.

4.3.4 The Work performed pursuant to this Contract is exempt from local ordinances, codes and regulations as related to the building and the Site on which it is located, except in certain limited circumstances, where construction could adversely affect adjacent property, public sidewalks and/or streets. In those instances, the Contractor shall coordinate its activities with municipal and/or highway authorities having appropriate jurisdiction.

4.3.5 Immediately upon receipt of the contract award documents from the DPMC, the Contractor shall notify all utility companies involved regarding utility services required for completion of the Work. Such notification shall be in addition to any notification requirements imposed by law, including, without limitation, the Underground Facility Protection Act, N.J.S.A. 48:2-73, et seq.

4.3.6 The Contractor shall perform all soil conservation measures in accordance with County Soil Conservation District requirements.

4.3.7 The Contractor shall perform all sewage disposal work in conformance with the regulations of the State's Department of Environmental Protection.

4.3.8 The Contractor shall be responsible for obtaining timely NJUCC inspections of the Work from the applicable State agency. The Contractor shall request such

inspections through DPMC authorized representatives allowing for sufficient notice to enable NJUCC inspections to be scheduled without delay to the Work.

4.3.9 Consistent with section 4.4 of these General Conditions, the Contractor shall be responsible for its own actions and protect, defend and indemnify the State from all fines, penalties or loss incurred for, or by reason of, the violation of any municipal ordinance or regulation or law of the State while the said work is in progress.

4.3.10 The Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 and all of the rules and regulations promulgated there under.

4.3.11 If the Contractor causes a substantial violation of a State, local or federal statute or regulation on the Project, DPMC may declare the Contractor to be in default, and/or terminate the Contract.

4.3.12 Prior to the start of any crane equipment operations, the Contractor shall make all necessary applications and obtain all required permits from the Federal Aviation Administration (F.A.A.). When the F.A.A. has jurisdiction, the sequence of operations, timing and methods of conducting the Work shall be approved by the F.A.A.

4.3.13 The Contractor will establish an approved Silica Health and Safety Program when tasks generating crystalline silica dust are being performed. This program shall include engineering, work practice, and respiratory protection controls to reduce worker exposure to airborne respirable crystalline dust to levels that are as low as reasonably achievable. When tasks are performed that generate airborne crystalline dust, the Contractor will minimize worker exposure to dust by one, or a combination of the following methods: 1) dust suppression with water, 2) local exhaust ventilation to a high-efficiency dust collector, and/or 3) appropriate respiratory protection devices. The Contractor shall provide a trained, competent person, as defined by OSHA 29 CFR 1926, on site at all times to implement the Silica Health and Safety Program when tasks generating crystalline silca dust are being performed.

4.4 RESPONSIBILITY FOR THE WORK

4.4.1 The Contractor shall be responsible to the State and to any separate Contractors and/or consultants including, without limitation, the Architect/Engineer, for the acts, errors and omissions of its employees, Subcontractors and their agents and employees that injure, damage or delay such other Contractors and/or consultants in the performance of their work.

4.4.2 The Contractor shall be responsible for all damage or destruction caused directly or indirectly by its operations to all parts of the Work, both temporary and permanent, and to all adjoining property.

4.4.3 The Contractor shall, at its own expense, protect all finished work and keep the same protected until the Project (or identifiable portions thereof, that are declared as substantially complete and being used) is completed and accepted.

4.4.4 The Contractor shall be responsible for safety and for any damage or injury which may result from the Contractor's failure or improper construction, maintenance or operation.

4.4.5 In order to protect the lives and health of its employees, the Contractor shall comply with all applicable statutes and regulations and pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc. and shall maintain accurate records of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment on work under the Contract. If a conflict should exist with the requirements of the Federal Occupational Safety and Health Act of 1970, then the most stringent statute or pertinent provision shall apply.

4.5 INDEMNIFICATION

4.5.1 The Contractor shall assume all risk of and responsibility for, and agrees to protect, defend and indemnify the State of New Jersey, its agents, and its employees, from and against, any and all claims, demands, suits, actions, recoveries, judgment and costs of expenses in connection therewith on account of the loss of life, property, injury or damage to the person, body or property of any person or persons whatsoever, resulting from the Contractor's performance on the Project or through the use of any improper or defective machinery, implements or appliances, or through any act or omission on the part of the Contractor or its agents, employees or servants, which shall arise from or result directly or indirectly from the Work and/or materials supplied under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

4.5.2 In any and all claims against the State or any of its agents or employees, any employees of the Contractor or Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

4.6 SUPERVISION

4.6.1 The Contractor shall attentively supervise and direct the Work. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.6.2 The Contractor shall employ a full-time competent superintendent and necessary foremen and assistants, who shall be in attendance on the Project Site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding upon the Contractor. The State reserves the right to require a change in superintendent if the superintendent's performance, as judged by the DPMC, is deemed to be inadequate. Upon application in writing, and if deemed appropriate and expressly approved by the DPMC, the requirement for a full-time superintendent may be waived. If such a waiver is permitted, the Contractor shall employ a full-time competent foreman who shall be in attendance on the site during the progress of work and shall represent the Contractor, and all communications given to the foreman

shall be binding upon the Contractor. The Contractor shall not employ persons unfit or unskilled in the assigned area of work.

4.6.3 The Contractor shall ensure that its Subcontractors shall likewise have competent superintendents in charge of their respective portions of the Work at all times. Upon application in writing, and if deemed appropriate and expressly approved by the DPMC, the requirement for a full-time superintendent may be waived. If such a waiver is permitted, the Subcontractor shall employ a full-time competent foreman who shall be in attendance on the site during the progress of work and shall represent the subcontractor, and all communications given to the foreman shall be binding upon the subontractor. The Subcontractor shall not employ persons unfit or unskilled in the assigned area of work. If it becomes apparent that a Subcontractor does not have its portion of the Work under control of a competent foreman, the Contractor shall have the obligation to take appropriate steps to immediately provide proper supervision.

4.6.4 The Contractor shall employ qualified competent craftsmen in their respective lines of work. The State may require evidence that all employees have received sufficient training to execute the Work.

4.6.5 If, due to a trade agreement or project labor agreement, standby personnel are required to supervise equipment installation or for any other purpose during the normal working hours of other trades, the Contractor normally required to provide the standby services shall be deemed to have evaluated and included the costs thereof in its bid price and shall provide said services without additional charge.

4.6.6 The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned.

4.7 SHOP DRAWINGS AND OTHER SUBMITTALS

4.7.1 The Contractor shall, within two weeks of the Notice to Proceed, submit to the Architect/Engineer, shop drawings and sample submission schedule for approval, which shall be used as a basis for complying with the overall progress schedule. The Contractor shall obtain, from its Subcontractor(s), all submittals including shop drawings, details, and schedules. The Contractor shall review the submittals for completeness and conformity with the Contract Documents, and shall stamp the submittals “approved”. The Contractor shall promptly forward two copies of each submittals in reproducible form to the Architect/Engineer, so as to cause no delay in its own work or that of any other contractor The DPMC Project number and the drawing and specification references shall be written or typed on all submissions. Failure to comply with these instructions will be sufficient reason to return the drawing to the Contractor without approval and any resulting delay in the Project shall be the sole responsibility of the Contractor.

4.7.2. The Architect/Engineer will review shop drawings and other submittals with reasonable promptness. The Contractor shall promptly make any corrections, if required by the Architect/Engineer, and resubmit a reproducible copy for approval. Within five (5) working days of final approval, the Contractor shall send the Architect/Engineer a

minimum of seven (7) prints of the finally approved shop drawings as well as seven (7) copies of all catalog cuts.

4.7.3 The Contractor shall prepare original shop drawings, and not simply copy the Contract Drawings for submission as shop drawings. All shop drawing sizes shall be in multiples of 9" x 12" (e.g., 18" x 24", 24" x 27", 24" x 36", etc.) as approved by the Architect/Engineer.

4.7.4 Any deviations or changes from the requirements of the Contract Documents, must be approved by the Architect/Engineer. A Contractor seeking approval for any deviations or changes must: a) make a written request for the proposed change; b) provide to the Architect/Engineer a detailed narrative description of the proposed change; c) highlight on the applicable drawing the proposed change; and d) furnish a detailed description of all potential impacts on the schedule and project budget.

4.7.5 Substitutions

4.7.5.1 Where any particular brand or manufactured article is specified, it shall be regarded as a standard. Similar products of other manufacturers, capable of equal performance and quality, may be accepted if approved by the Architect/Engineer and accepted by DPMC in writing.

4.7.5.2 In the event that a Contractor proposes a substitution to the specified equipment or materials, it shall be the Contractor's responsibility to submit proof of equality and to provide and pay for any tests which may be required by the DPMC in order to evaluate the proposal. If there is a substantial cost savings between the substitution and the specified equipment or material, the difference will be returned to the State in the form of a credit Change Order.

4.7.5.3 The application for the approval of a substitution must be submitted on the State form within 10 days of Notice to Proceed. Further, the submission shall include the following requirements:

a. A Full and complete identification information;

b. The identification of the paragraph and section of the specifications for which the substitution is proposed. The attachment of data indicating in detail whether and how the equipment or material differs, if at all, from the article specified;

d. A detailed explanation of any effect the proposed substitution will have on the scope of the Work and a certification that the Contractor agrees to be responsible for any and all resulting added costs to its Work and to any additional costs incurred by the Architect/Engineer in time, labor and/or redesign of the Contract Documents;

e. The submission of documents that demonstrate proof of equality, along with an agreement to have such tests performed at the Contractor's own expense as may be required for approval by the DPMC and/or the Architect/Engineer. The Contractor shall be responsible for the cost of reviews by the Architect/Engineer of subsequent submissions of additional information.

4.7.5.4 No Contractor shall base a bid on a substitution that may have been approved on previous Projects. Bids shall be based solely on plans and specifications of this Project.

4.7.5.5 The Contractor shall not proceed with the purchase or installation of a substitution without the written approval of DPMC. Any such installation may result in the assessment of costs for its removal at the Contractor's expense, and/or other damages and/or termination of the Contract for default.

4.7.6 Additional Submissions

4.7.6.1 Samples: The Contractor shall furnish, for approval, all required samples. Such samples shall be submitted in accordance with the shop drawing and sample submittal schedule. All work must be installed in accordance with approved samples.

4.7.6.2 Utility Service Connections: With respect to plumbing, fire-protection, HVAC, electrical and other machinery and mechanical equipment items requiring utility service connections, the Contractor must submit the respective shop drawings with the manufacturer's certified rough-in drawings, indicating accurate locations and sizes of all service utility connections.

4.7.6.3 Sleeve and Opening Drawings: Prior to installing service utilities or other piping, through structural elements of the building, the Contractor shall prepare and submit, for approval by the Architect/Engineer, accurate dimensional drawings indicating the positions and sizes of all sleeves and openings required to accommodate the Work and installation of the Contractor's piping, equipment, etc. All such drawings must contain reference to the established dimensional grid of the building. Such drawings must be submitted in accordance with the approved shop drawing and sample submission schedule.

4.7.6.4 Control Valve and Circuit Location Charts and Diagrams: For all plumbing, fire-protection, HVAC and electrical work, the Contractor shall prepare a complete set of inked or typewritten control valve and circuit location diagrams, charts and lists identifying and locating all such items, and shall place the charts, diagrams and lists under frame glass in designated equipment rooms. The Contractor shall also furnish one-line diagrams, as well as such color-coding of piping, wiring and other necessary identifications as specified or required. This information is to be framed under glass and displayed where directed.

4.7.6.5 Coordination Drawings: The Contractor shall create and update a complete, composite set of Coordination Drawings. The purpose of these drawings is to identify coordination and interference problems prior to installation. Coordination Drawings are required for all equipment rooms, above ceiling spaces, shared chases, and other areas where the Work of two or more trades is to be installed. The drawings shall be drawn to a scale not smaller than 1/4"=1'-0" (30"x42" sheet size) and shall show clearly in both plan and elevation that all Work can be installed without interference. At a minimum these drawings shall indicate:

a. The interrelationship of equipment and systems;

b. Required installation sequences;

c. Equipment foundations and pads, equipment, piping, conduits, racks, ductwork, insulation, panels, control centers, sprinkler and fire protection systems etc. and required clearances.

The Contractor shall prepare the coordination drawings based on the submitted shop drawings and Contract Documents. The Contractor shall prepare, submit and receive approvals for the Coordination Drawings before any sleeves or inserts are set, any floor openings are core drilled, or any equipment, equipment foundations, or related work is installed. The cost of preparing approved Coordination Drawings shall be included in the Contractor's price. DPMC may require the Contractor to identify Coordination Drawings as an item within the Schedule of Values, and incorporate them into in the Project schedule.

4.8 AS-BUILT DRAWINGS

4.8.1 The Contractor and each Subcontractor shall maintain on the Project Site at all times one set of drawings to be marked "AS-BUILT." The DPMC has the right to rely on accuracy of the “as-built” drawings provided by the Contractor. During the course of the Project, the Contractor shall mark these drawings with colored pencils to reflect any changes, as well as the dimension and the location of all pipe runs, conduits, traps, sprinkler and fire protection lines, footing depths or any other information not already shown on the drawings or differing therefrom. All buried utilities outside the building shall be located by a survey performed by a licensed surveyor who shall certify as to its accuracy. These marked-up drawings and surveys shall remain current and shall be made available to the DPMC or Architect/Engineer at all times during the progress of the Work.

4.8.2 In instances where shop drawings and/or erection drawings, of a scale larger than the Contract Drawings, are prepared by the Contractor, such drawings may be acceptable “as-built” drawings provided they are updated. A master sheet of the same dimensions as the Contract Drawings shall be prepared by the Contractor that shall indicate, sheet by sheet, a cross-reference to all shop drawings pertaining to that drawing.

4.8.3 The Contractor shall submit the "as-built" documents to the Architect/Engineer with a certification as to the accuracy of the information thereon at the time of Contract completion and before final payment will be made to the Contractor. After acceptance by the Architect/Engineer, the Contractor will furnish two sets of all shop drawings used for "as-built" documentation.

4.8.4 All "as-built" drawings as submitted by Contractors shall be dated and labeled "AS-BUILT" above the title block. This information shall be checked, edited and certified by the Architect/Engineer, who will then transpose such information from the Contractor's "as-built" drawings to the original drawings. Where shop drawings have been used by the Contractor for "as-built" documentation, the master sheet providing cross reference information, as described in section 4.8.2, shall be included in the set of "as-built" drawings furnished to DPMC.

4.9 EXCAVATIONS, CUTTING AND PATCHING

4.9.1 Soil borings, test pits or other subsurface information may be secured by an independent Contractor retained by the State prior to design and construction of the Project and, if obtained, may be included in the Contract Documents for the Contractor's use. The Contractor assumes full responsibility for interpretation of said information.

4.9.2 The Contractor shall be responsible for furnishing and setting of sleeves, built-in items, anchors, inserts, and other necessary materials for its work and for all cutting, fitting, closing in, patching, finishing, or adjusting of its work in new and/or existing construction, as required for the completed installation.

4.9.3 Approval in writing from the DPMC and the Architect/Engineer must first be obtained by the Contractor before cutting or boring through any roof, floor beams, floor construction or structural members.

4.10 TESTING

4.10.1 The Contractor shall notify the DPMC in writing of all work required to be inspected or tested. The notice shall be provided no later than five working days prior to the scheduled inspection or test. The Contractor shall bear all costs of such inspections or tests, except for Code inspections as stated in section 4.3 of this document.

4.10.2 When mechanical, electrical or other equipment is installed, it shall be the responsibility of the installing Contractor to maintain, warrant and operate it for such period of time as required by the Contract Documents or as necessary for the proper inspection and testing of the equipment and for adequately instructing the State’s operating personnel. All costs associated with the maintenance, warranty, operations, inspection and testing of equipment, as well as instructing State personnel, shall be borne by the Contractor installing the equipment. All tests shall be conducted in the presence of, and upon timely notice to, the DPMC, prior to acceptance of the equipment.

4.10.3 DPMC shall have the authority to direct in writing that special or additional inspections or tests be performed. The Contractor shall comply and give notice as detailed above.

4.10.4 In the event such special or additional inspections or testing reveal a failure of the Work to comply with the terms and conditions of the Contract, the Contractor shall bear all costs thereof, including all costs incurred by the State made necessary by such failures.

4.10.5 The Contractor shall utilize inspection or testing from those firms/entities pre-qualified by DPMC. Failure to use a firm/entity pre-qualified by DPMC shall be grounds for rejection of the inspection or test as non-conforming.

4.10.6 All submittals of inspections, test reports or requests for approval shall be accompanied by a certification signed by the Contractor, attesting to: the Contractor's knowledge of the submittal; acceptance of its findings; acknowledgment that material testing meets the required standards; and a certification of the report's representation of

the facts. Failure to provide the written certification shall be grounds for rejection of the submittal.

4.10.7 The Contractor shall ensure that a copy of the inspection report is transmitted directly to the Architect/Engineer and the DPMC. The Contractor shall ensure that it includes in all of its subcontracts and purchase orders for inspection and testing, the requirement for the inspection or testing firm/entity to submit a copy of the report directly to the DPMC representative. The Contractor shall ensure that all such reports are submitted within fourteen (14) calendar days of the test or inspection.

4.10.8 In addition to tests performed by the Contractor, the State reserves the right to engage an independent testing agency or firm to perform testing inspections. The Contractor shall provide full access, provide samples, and cooperate fully with this testing agency.

4.10.9 Testing requirements for real property installed equipment (RPIE) to be furnished by the Contractor, when such testing is required by Code, Contract, or the manufacturer, shall be performed by a testing laboratory pre-qualified by DPMC, or in the absence of such, by the manufacturer or its authorized representative. The Contractor shall provide five working days' notice to the DPMC representative, to allow sufficient opportunity to witness the test.

4.10.10 The DPMC may order that any part of the Work be re-examined by the DPMC, and if so ordered, the Contractor shall open or uncover such work for re-inspection by the DPMC. If such work is found to be in accordance with the Contract, the DPMC shall pay the cost of re-inspection; however, if such work is not found to be in accordance with the Contract, the Contractor shall be responsible for the cost of re-inspection and replacement of any defective or non-conforming work.

4.11 EQUIPMENT AND MATERIALS

4.11.1 The Contractor warrants that all materials and equipment furnished under the Contract will be new, unless otherwise specified, and that all work will be of good quality, free from faults, defects, and installed in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected by the DPMC or the Architect/Engineer. If required by the Architect/Engineer or the DPMC, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to but not in lieu of any other warranty or guarantee provided for in the Contract.

4.11.2 The Contractor shall submit to the Architect/Engineer an original and six copies of the request for approval of materials on the form provided by DPMC for approval. Each item of material listed shall be marked "As Specified", "Substitution" or "Unspecified" as appropriate.

4.11.3 The Contractor shall furnish and deliver the necessary equipment and materials in ample quantities and as frequently as required to avoid delay in the progress of the Work and shall store them so as not to cause interference with the orderly progress of the Project.

4.11.4 The Contractor shall furnish and pay for all necessary transportation, storage, scaffolding, centering, forms, water, labor, tools, light and power and mechanical appliances and all other means, materials and supplies for properly executing the Work under this Contract, unless expressly specified otherwise in the Contract Documents. The Contractor shall have its representatives at the Site to accept delivered materials. State agencies employees and/or representatives will not accept materials, nor will State agency employees and/or representatives be responsible for damage, theft, or disappearance of the Contractor's materials, equipment, tools, or other property.

4.11.5 Products manufactured in the United States shall be used in this work, whenever available. Wherever practicable, preference shall be given at all times to material and equipment manufactured or produced in the State of New Jersey, where such preference is reasonable and will best serve the interest of the State.

4.11.6 No materials, equipment, or supplies for the Work shall be purchased by the Contractor subject to any lien or encumbrance or other agreement by which an interest is retained by the seller. This clause shall be a condition included in all agreements between the Contractor and its Subcontractors. The Contractor warrants, by signing its invoice, that it has good and sufficient title to all such material, equipment and supplies used by it in the Work, free from all liens, claims or encumbrances.

4.12 TEMPORARY FACILITIES

The Contractor shall be responsible for providing for its own storage areas, employee vehicular parking and staging areas, excavation borrow/spoils designated areas, commercial canteen areas, and all other areas necessary for use by the Contractor. The Contractor shall locate these areas to suit Project requirements, subject to DPMC approval.

4.12.1 Field Offices - The Contractor will provide and maintain during the contract duration an on-Site suitable weather-tight insulated field office conveniently located, and shall maintain therein a complete set of Contract Documents including plans, specifications, CPM network diagrams, Change Orders, logs and other details and Project correspondence. Subject to the DPMC’s written approval and at a date designated by DPMC, the field office may be removed upon enclosure of the building and space may be allocated for field offices within the building. The contents and operations will be transferred to the interior of the Project building by the Contractor, and said office(s) shall be maintained by the Contractor until final acceptance or until the DPMC approves its removal. The Contractor will be responsible to obtain and pay for all permits required for the Contractor’s field offices.

4.12.2 Telephones - The Contractor shall provide its own telephones. The State will be responsible only for the cost of calls made by State employees. if there is a documented cost for same.

4.12.3 Storage - The Contractor will provide and maintain, for its own use suitable and safe temporary storage, tool shops, and employees' sheds for proper protection, storage work and shelter. The Contractor shall maintain these structures properly and remove the structures at the completion of work. The Contractor shall be responsible to maintain

these facilities and the areas around the facilities in a clear and clean manner. The Contractor shall be responsible for correcting defects and damage caused by such use. Rooms in buildings at the Project Site may be used as shops and storerooms, conditioned upon written approval from DPMC.

4.12.4 Toilet Facilities

a. The Contractor shall provide and pay for suitable temporary toilets at an approved location on the Site and prior to the start of any field work. The toilet facilities shall comply with federal, State and local laws and regulations. The Contractor will be responsible for maintenance, removal and relocation as described hereinafter.

b. The Contractor shall provide a temporary toilet and/or indoor toilet connected to water and sewer to accommodate the meeting room and the Architect/Engineer's office, as well as the DPMC office.

c. Toilets shall be serviced by a qualified and experienced firm authorized to maintain services.

d. Each portable toilet facility shall be maintained in a neat and clean condition and serviced at least twice a week, including the removal of waste matter, sterilizing, recharging tank, refilling tissue holders, and thoroughly cleaning and scrubbing entire interior.

e. Toilet facilities in a multiple-story building shall be located on no less than every other floor, unless otherwise directed in writing.

f. Toilet service shall be relocated inside the building and connected to water and sewer as the progress of the Work will allow.

g. When temporary toilets are connected to water and sewer lines, precautions shall be taken to prevent freezing.

h. The Contractor shall remove the temporary toilet units from the Work Site at the completion of the Work, or when so directed by the DPMC or the Architect/Engineer.

i. Workers are not to use the finished bathroom and toilet facilities in the Project buildings. Reasonable steps must be taken by the Contractor to enforce this rule.

4.12.5 Access, Roads and Walks

a. The Contractor shall be responsible for providing and maintaining unobstructed traffic lanes on the designated construction access routes shown on the Contract Drawings or as reasonably required so as to perform the Work. The Contractor shall provide and maintain all reasonably required safety devices. The Contractor shall provide any necessary additional materials, grading and compaction, and shall remove snow and debris as necessary to provide and maintain the access roadbed and pedestrian ways in serviceable condition.

b. The Contractor shall be responsible for constructing and maintaining all roadways, drives and parking areas within or proximate to the Site free and clear

of debris, gravel, mud, snow, ice, or any other Site materials, by ensuring that all reasonably necessary measures are taken to prevent such materials from being deposited on such surfaces. This includes, as may be appropriate, the cleaning of vehicle wheels and/or other necessary maintenance, prior to exit from the Construction Site. Should such surface require cleaning, the Contractor will clean these surfaces without additional cost to the State. The Contractor will be held accountable for any citations, fines, or penalties imposed on the State for failing to comply with local rules and regulations related to Site and off-Site maintenance.

c. The Contractor shall not commence final construction of permanent driveways, parking areas or walks without the written approval of the DPMC. The Contractor shall provide additional materials and labor for maintaining and reworking the sub-grade prior to completion of the Work, to ensure improvements conform fully to the specifications.

d. The Contractor shall obtain written permission from the State for the use of any existing driveways or parking areas not specifically designated for such use in the Contract Documents. If permission is granted, the Contractor shall maintain such driveways and areas in good condition during the construction period, and at the completion of the Project, shall leave them in the same or better condition as at the start of the Work. Conditions before use shall be carefully photographed and documented by the Contractor.

4.12.6 Light and Power

a. The Contractor shall extend electrical service to the building or buildings at locations approved by the DPMC. Temporary electrical service shall be independent of the existing permanent service. Initial temporary service shall be three phase or single phase as indicated in the Contract Documents. The Contractor is responsible to investigate and verify the appropriateness and availability of electrical service with the local utility company prior to the bid date. The Contractor's bid shall be deemed to include all costs associated with providing this power. Temporary light and power installations, wiring, and miscellaneous electrical hardware must meet the electrical Code and will be inspected by NJUCC officials. The Contractor shall provide the necessary distributing facilities and a meter, and shall pay the cost of running temporary services from the nearest utility company power pole. All costs shall be included in the Contractor's bid.

b. In the event that a water well is the source of water supply for the Project, the extension of electrical service shall include the necessary wiring of sufficient capacity to the location of the well for the operation of the well pump. Where service of a type other than herein mentioned is required, the Contractor requiring it shall install and pay all costs of such special service. The size and incoming service and main distribution switch and panel shall be sized as any service by NEC requirements.

c. The Contractor shall provide all electrical service for the operation of elevator equipment during construction.

d. The Contractor shall pay for the cost of all electric energy used on distribution lines installed.

e. The Contractor shall provide and pay for all maintenance, servicing, operation and supervision of the service and distribution facilities.

f. If the Contractor fails to carry out its responsibility in the supplying uninterrupted light and power as set forth herein, the Contractor shall be held responsible for such failure, and the DPMC shall have the right to take such action as is deemed proper for the protection and conduct of the Work. Any costs associated with DPMC obtaining or supplying light and power shall be deducted from any payment due to the Contractor.

g. The Contractor shall comply with the requirements of the Federal Occupational Safety and Health Act of 1970 with regard to temporary light and power.

4.12.7 Temporary Enclosures

Whenever necessary in order to maintain proper temperatures for the execution or protection of the Work, the Contractor shall furnish and maintain temporary enclosures for all openings in exterior walls that are not enclosed with finished materials. Temporary wood doors shall be provided at door openings.

4.12.8 Temporary Heating, Ventilation and Air Conditioning

a. Prior to Enclosure - Prior to the building being enclosed by walls and roof, if the outside temperatures falls below 45 degrees Fahrenheit (“F”) at any time during the day or night, and heat is required for work in progress or for its protection or curing, the Contractor shall furnish, at its expense, acceptable means to provide sufficient temporary heat to maintain a temperature required by the Work being performed but in no case less than 45 degrees F.

b. Generally Enclosed

(1) For the purposes of establishing the beginning of the Contractor's obligation to provide temporary heat, a building or major unit thereof shall be considered generally enclosed when (a) the exterior walls have been erected, (b) a temporary roof or permanent roof is installed and in a watertight condition, and (c) temporary or permanent doors are hung and window openings are closed with either permanent or temporary weather-tight enclosures. A major unit of buildings as referred to herein shall be: (a) an entire separate structure, or (b) a fully enclosed wing which shall have a floor area equal to at least 50% (fifty percent) of the total floor area of the Project.

(2) As soon as the DPMC determines that the building, or a major unit thereof, is "generally enclosed" by walls and roof, and when the outside temperature falls below 55 degrees F. at any time during the day or night, the Contractor shall furnish sufficient heat by the use and maintenance of LP gas heaters or other acceptable means to maintain a temperature of not less than 55 degrees F. within the enclosed area of the building at all

times, and shall remove such heaters when no longer required. The Contractor will be held responsible for providing temporary heat and for all damages resulting from freeze-ups, for the duration of the Project from the time the building is generally enclosed to final acceptance and occupancy. The Contractor shall remove soot, smudges, and other deposits from walls, ceilings, and all exposed surfaces which are the result of the use of heating equipment, including the permanent heating system, during the period of its use for supplying heat. The Contractor shall not do any finish work until the areas are properly cleaned. The Contractor shall provide or arrange, at its own expense, supervision of the heating equipment at all times prior to providing heat, using the permanent heating system. This obligation shall commence immediately after the acknowledged permanent enclosure of the building or buildings, as confirmed by the DPMC. The Contractor shall furnish and pay for all fuel for heat required during the period when the building is generally or permanently enclosed.

(3) The Contractor shall not assume that the permanent heating system or any part thereof will be available for furnishing of temporary heat during the period for which temporary heat is required. The Contractor's base bid price shall therefore include the cost of all equipment necessary for providing temporary heat as required by the Contract Documents. The Contractor may use the permanent heating system, with written approval from DPMC. Such use however does not cause to commence the equipment's warranties and guarantees. The equipment's warranties and guarantees shall not commence to run until the State takes beneficial use of the Project and facility for the purposes intended.

(4) All heating equipment shall be NFPA-approved and connected to approved flues to the atmosphere. Heaters shall be approved by a recognized testing laboratory and must be equipped with a positive shut-off safety valve.

(5) Storage of gas cylinders within the building will not be permitted at any time.

(6) The Contractor shall provide fire extinguishers on each floor where heaters are used, and the areas must be adequately ventilated.

c. Permanent Enclosure

(1) When the building enclosure has been confirmed by the Architect/Engineer has been completed in accordance with the Contract Documents, and to the satisfaction of DPMC, it shall be considered permanently enclosed. The Architect/Engineer will also confirm in the job meeting minutes that the building, or a major unit thereof, is permanently enclosed.

(3) The Contractor shall install adequate controls to make such temporary connection as required for the operation of the HVAC system.

Should the heating system be designed for the tie-in to existing steam lines for resource of heat, the State will provide steam for temporary heat through the Project permanent heating system, at no cost to the Contractor, after the tie-in is completed by the Contractor.

(4) When the building enclosure has been confirmed by the A/E as completed, the Contractor may request permission to operate the permanent HVAC system to meet its temporary HVAC obligation. The Contractor shall maintain a minimum temperature of 55 degrees F., or a higher temperature, not to exceed 75 degrees F., as may be directed by the Contract Documents for the proper conduct and protection of the Work. The Contractor shall do so until such time as its work is completed and accepted and the Contractor is relieved of this requirement in writing by the DPMC. The Contractor shall pay for and be responsible for the maintenance in accordance with the manufacturer's recommendations, operation and supervision of the HVAC system, including the cost of all water, electricity, and fuel, until the State assumes beneficial occupancy/use of the Project.

4.12.10 Temporary Water

a. The Contractor shall provide, protect and maintain an adequate valved water supply. If the source of water supply is a well, provisions covering the supply water will include the installation of necessary power-driven pumping facilities. The well shall be protected against contamination. The water supply shall be tested periodically by the Contractor, and if necessary, shall be chlorinated and filtered. All costs of providing water will be paid for by the Contractor.

b. The Contractor is responsible to protect all temporary and permanent water lines from damage or freezing. Should water connections be made to an existing line, the Contractor shall provide a positive shut-off valve at its own cost and expense.

4.12.11 Standby Personnel

If, pursuant to trade agreement to which the Contractor is a party, the Contractor is obligated, to employ standby personnel then the Contractor shall determine and include all such costs thereof in its bid proposal. The Contractor shall not, at any time, make a claim to the State for costs relating to standby maintenance or standby supervision for electric motor-driven or other equipment.

4.12.12 Dust Control

a. The Contractor shall provide and maintain necessary temporary dust-proof partitions around areas of Work in any existing building or in new building areas as directed by the Architect/Engineer or the DPMC.

b. The Contractor shall provide and maintain Site dust control of Projects with on-Site construction as directed by the Architect/Engineer or the DPMC.

4.13 STORAGE AND SITE MAINTENANCE

4.13.1 The Contractor shall confine its apparatus, the storage of its equipment, tools and materials, and its operations and workers to areas permitted by law, ordinances, permits, and Contract as set forth in the Contract Documents, the rules and regulations of the State, or as ordered by the DPMC. The Contractor shall not unreasonably encumber the Site or the premises with materials, tools and equipment.

4.13.2 The Contractor shall, at all times during the progress of the Work keep the premises and the job Site free from the accumulation of all refuse, rubbish, scrap materials and debris caused by its operations and/or the actions of its employees, Subcontractors and/or workers, to ensure that, at all times, the premises and Site shall present a neat, orderly and workmanlike appearance. This is to be accomplished as frequently as is necessary by the removal of such refuse, rubbish, scrap materials and debris from the Site and the State's premises. Loading, cartage, hauling and dumping of same will be at the Contractor's expense.

4.13.3 At the completion of the Work, the Contractor shall remove all of its tools, construction equipment, machinery, temporary staging, false work, mock-ups, form work, shoring, bracing, protective enclosures, scaffolding, stairs, chutes, ramps, runways, hoisting equipment, elevators, derricks, cranes, and any other materials and equipment brought onto the Project Site.

4.13.4 Should the Contractor not promptly and properly discharge its obligation relating to Site maintenance and/or final clean up, the State shall have the right to employ others and to charge the resulting cost to the Contractor after first having given the Contractor a three-working day written notice of such intent.

4.13.5 The Contractor's responsibilities for final clean up shall include:

a. Removal of all debris and rubbish resulting from or relating to the Contractor's work. Rubbish shall not be thrown from building openings above the ground floor unless contained within chutes.

b. Removal of stains from glass and mirrors. Glass shall be washed and polished inside and outside.

c. Removal of marks, stains, fingerprints, soil, dust or dirt from painted, decorated or stained woodwork, plaster or plasterboard, metal acoustic tile and equipment surfaces.

d. Removal of spots, paint and soil from resilient, glazed and unglazed masonry and ceramic flooring and wall work.

e. Removal of temporary floor protections; and cleaning, washing or otherwise treating and/or polishing, as directed, all finished floors.

f. Cleaning of exterior and interior metal surfaces, including doors, window frames and hardware, of oil stains, dust, dirt, paint, etc. Polishing and removal of fingerprints or blemishes from such surfaces shall be completed, as applicable.

g. Restoration of all landscaping, roadways and walkways to preexisting condition. Damage to trees and plantings shall be repaired in the next planting season, and such shall be guaranteed for one year from the date of repair and/or replanting.

4.13.6 All construction equipment, materials and/or supplies of any kind, character or description, regardless of value, which remain on the job Site for more than 30 (thirty) calendar days from the date of the Certificate of Final Acceptance, shall become the property of the State. Such construction equipment, materials and/or supplies will be disposed of in any manner the State shall deem reasonable and proper. The cost of this disposal will be deducted from any sums due the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the State.

4.14 CUT-OVERS AND INTERRUPTIONS

All cut-overs of mechanical and electrical services to existing buildings shall be approved, scheduled and coordinated in advance with the DPMC's representative and performed at a time convenient to the occupants of said buildings so as not to unreasonably interfere with its operations.

4.15 PROTECTION/SAFETY

4.15.1 Safety Precautions and Programs – The Contractor shall be responsible for initiating, maintaining and supervising all required safety precautions and programs in connection with the Work. The Contractor shall designate a responsible member of its organization at the Site whose duty shall be the prevention of accidents. This person shall be competent to review, implement and coordinate the safety programs being performed as required by Occupational Safety and Health Administration (OSHA) or any other agency having authority over safety on a State Construction Site.

4.15.2 Protection of Persons

a. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

(1) Every employee on the Site and all other persons who may be affected thereby;

(2) All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody or control of the Contractor, or any of its Subcontractor(s) or lower tier sub-Subcontractor(s); and

(3) Other property at the Site or adjacent thereto (whether owned by the State or not), including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

b. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

c The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including but not limited to rails, night-lights, aircraft warning lights, the posting of danger signs and other warnings against hazards, promulgating safety regulations, notifying Owners and users of adjacent utilities and other means of protection against accidental injury or damage to persons and property.

d. The Contractor shall not load or permit any part of the Work to be loaded so as to endanger the safety of the project, its employees, or any other person on the project Site.

e. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any of its Subcontractors, lower tier Subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible. These obligations are in addition to those stated elsewhere herein.

4.15.3 Protection of Property

The Contractor shall have full responsibility to install, protect, and maintain all materials and supplies in proper condition whether in storage or off the site and to immediately repair and/or replace any such damage until Final Acceptance. The Contractor shall maintain an inventory of all materials and supplies for the Work at the Site, that are delivered to the site, or delivered to approved off-site storage facilities. The State shall not be liable for any damage, theft or negligent injury to the Contractor's property.

4.15.4 Hazardous Materials

a. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

b. The Contractor shall maintain all records, reports and files of the general storage and handling of hazardous materials as required by any and all federal, State and/or local regulatory agencies.

4.16.5 Emergencies

In any emergency affecting the safety of persons or property, the Contractor shall act with diligence to prevent threatening injury, damage or loss. In such case, the Contractor shall immediately, but in no case, not more than 24-hours following the emergency, notify the DPMC and the Architect/Engineer of the action taken.

4.16 UNCOVERING AND CORRECTION OF WORK

4.16.1 Uncovering of Work

a. The Contractor is obligated to provide reasonable notice to the DPMC and/or the Architect/Engineer of all work scheduled to be covered, to permit DPMC and the Architect/Engineer the opportunity to inspect the Work prior to actual covering. If any portion of the Work is covered prior to inspection by the DPMC or the Architect/Engineer, it shall be uncovered for observation. Uncovering and replacement of the covering shall be at the Contractor's expense.

b. The DPMC and/or the Architect/Engineer may request any work be uncovered by the Contractor for inspection. If such work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be reimbursed to the Contractor. If such work is found not to be in accordance with the Contract Documents, the Contractor shall pay all associated costs.

4.16.2 Correction of Work

a. The Contractor shall promptly correct all work rejected by the DPMC or the Architect/Engineer as defective or failing to conform to the Contract Documents, whether observed before or after final acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the costs of all consultant services including but not limited to the Architect/Engineer's additional services.

b. The Contractor shall remove from the site, at its own expense, all portions of the Work which are defective or non-conforming and which have not been corrected, unless removal is waived by the DPMC.

c. If the Contractor fails to correct defective or non-conforming work in a reasonable time fixed by written notice from DPMC, then DPMC may make arrangements for such correction by others and charge the cost of so doing to the Contractor.

d. If the Contractor does not proceed with the removal and correction of such defective or non-conforming work within a reasonable time, fixed by written notice from the DPMC or the Architect/Engineer, any materials or equipment shall become the property of the State and the DPMC may remove and dispose the non-conforming work in any manner to best meet the interest of the State. If such material is sold and the proceeds of the sale do not cover all costs which the Contractor should have borne and any additional cost incurred by the State in the uncovering, removal, disposal and correction of non-conforming work, the difference shall be charged to the Contractor and an appropriate credit Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the State.

e. The Contractor shall be responsible for the cost of making good all work destroyed or damaged by such correction or removal.

f. Notwithstanding other obligations within the Contract Documents, nothing contained herein shall be construed to establish a time or date limitation upon which the DPMC must discover non-conforming work.

4.16.3 Acceptance of Non-Conforming Work

The DPMC may determine that the best interests of the State will be served by accepting defective or non-conforming work instead of requiring its removal and correction. In such instance, the DPMC may, by any means available, exact an appropriate reduction in the Contract sum. Such adjustment shall be effected regardless of final payment having previously been made, and the Contractor and/or its surety shall be responsible for promptly remitting any funds due the State as a result thereof.

4.17 LAYOUT AND DIMENSIONAL CONTROL

4.17.1 The Contractor shall be responsible for locating and laying out the building and all of its parts on the site, in strict accordance with the Contract Documents, and shall accurately establish and maintain dimensional control. The Contractor shall employ and pay for the services of a competent and licensed New Jersey engineer or land surveyor who shall be pre-qualified by DPMC to perform all layout work, and to test the level of excavations, footing base plates, columns, walls and floor and roof lines, and furnish to the Architect/Engineer, as the Work progresses, certifications that each of such levels is as required by the drawings. The plumb lines of walls, shall be tested and certified by the surveyor as the Work progresses.

4.17.2 The Contractor's engineer/surveyor, in the course of layout work either on the site or within any building, shall establish all points, lines, elevations, grades and bench marks for proper control and execution of the Work. The Contractor's engineer/surveyor shall establish a single permanent benchmark as set forth in the Contract Documents to which all three coordinates of dimensional control shall be referenced. The Contractor's engineer/surveyor shall verify all Owner-furnished survey data including but not limited to topographical and utility location points, lines, elevations, grades and benchmarks, and buildings. Should any discrepancies be found between information given on the Contract Documents and the actual site or field conditions, the Contractor shall notify DPMC and the Architect/Engineer in writing of such discrepancy, and shall not proceed with any work affected until receipt of written instructions from the DPMC.

4.18 PROJECT SIGN

The Contractor shall erect and maintain one sign at the Project Site, as set forth in the Contract Documents and located as directed by the Architect/Engineer. Painting shall be done by a professional sign painter, with two coats of exterior paint, colors, letter face and layout as shown. No other sign will be permitted at the site. Upon completion of the Project, and when directed by the Architect/Engineer or the DPMC, the Contractor shall remove the sign.

4.19 SECURITY

4.19.1 The Contractor shall provide all locks, doors and security construction and personnel as required to secure the Project building throughout the period of construction.

4.19.2 The Contractor shall be responsible for the security of any temporary structures located on the premises outside of the building and/or any stored materials.

4.20 DPMC FIELD OFFICE

4.20.1 The Contractor will provide on-site, suitable, separate, weather-tight, insulated (floor, walls, ceilings) field office facilities for the use of DPMC personnel, as more fully described in the Contract Documents. At a minimum, the Contractor is to supply this field office with toilet facilities, heating and air conditioning, tables and chairs, and phone and data communication lines. At a time determined by the DPMC or the Architect/Engineer, the Contractor shall remove field facilities upon enclosure of the Project building and shall relocate the contents and operations of the field office to the interior of the Project building until completion of the Project.

4.20.2 The Contractor shall be responsible for the maintenance of both offices and the meeting room, including the cost of heating, air conditioning, electric current, and janitorial service.

4.21 PHOTOGRAPHS

4.21.1 The Contractor shall submit monthly progress photographs in duplicate to the DPMC, giving six (6) views of the Work with each application for payment until the Project is completed,.

4.21.2 The photographs shall be 8" by 10" shall bear the date and time of the exposure, the DPMC Project number and title, the names of the Contractor and the name of the Architect/Engineer. All photographs shall also be submitted in digital format.

4.22 REPAIR OF FINISHED SURFACES, APPLIED FINISHES, GLASS

4.22.1 The Contractor accepts sole responsibility for repair of uncontrolled dislodging, cracking, delaminating or peeling of finished surfaces such as concrete, pre-cast concrete, cast and natural stone, unit masonry, millwork, plaster, glass and applied finishes such as compound, paint, and special coatings, within the Contract Work and the limits of specified guarantee periods, regardless of the cause.

4.22.2 The Contractor shall be responsible for replacement of all broken glass, regardless of the cause. The Contractor shall replace all broken, scratched or otherwise damaged glass before the completion and acceptance of the Work. If breakage is caused by the Owner, the Contractor will be reimbursed for the replacement costs. The Contractor shall wash all glass on both sides at completion, or when directed, removing all paint spots, stains, plaster, and other materials.

ARTICLE 5 - SUBCONTRACTORS

5.1 SUBCONTRACTORS AND MATERIAL SUPPLIER APPROVALS

5.1.1 Upon their execution, but not less than fourteen (14) calendar days prior to Subcontractor mobilization on the site, and/or Subcontractor billing, the Contractor shall forward to the Architect/Engineer on the form provided by the DPMC the names of all its Subcontractors and suppliers, of such others as the DPMC may direct, proposed to perform the principal parts of the Work. The Contractor shall forward the appropriate DPMC form to the Architect/Engineer for approval. Department of Labor Contractor Registration and New Jersey Business Registration Certificate are required for all Subcontractors.

5.1.2 If the DPMC has objection to any proposed or approved Subcontractor and/or material supplier, the Contractor shall substitute another Subcontractor and/or material supplier acceptable to DPMC. Under no circumstances shall the State be obligated for additional cost due to such substitution.

5.1.3 After the acceptance of bids, the Contractor shall make no substitution of any Subcontractor person or firm previously selected and approved, without prior written approval from the Architect/Engineer and DPMC. A Contractor seeking to substitute a Subcontractor person or firm shall provide written request for substitution no less than fourteen (14) calendar days prior to the execution of Work by the Subcontractor or material supplier.

5.1.4 Approval of a Subcontractor or material supplier by the DPMC and Architect/Engineer shall not relieve the Contractor of the responsibility of complying with all provisions of the Contract Documents. The approval of a Subcontractor or material supplier does not imply approval of any construction, material, equipment or supplies.

5.2 CONTRACTOR-SUBCONTRACTOR RELATIONSHIP

5.2.1 The Contractor acknowledges its full responsibility to the State for the acts and omissions of its Subcontractors and lower tier subcontractors, and of persons and firms either directly or indirectly employed by them, equally to the extent that the Contractor is responsible for the acts and omissions of persons and firms directly or indirectly employed by it. The Contractor acknowledges that it remains fully responsible for the proper performance of its Contract regardless of whether work is performed by the Contractor's own forces or by Subcontractors engaged by the Contractor.

5.2.2 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the State. Further, no Subcontractor or material supplier shall be deemed an intended third party beneficiary under this Contract.

5.2.3 The Contractor and all Subcontractors agree that, in the employment of both skilled and unskilled labor, preference shall be given to residents of the State of New Jersey, if such labor force is available.

5.2.4 The Contractor shall require, in its agreements with Subcontractors and as a condition of agreement, that each Subcontractor require in its agreement(s) with lower tier Subcontractors and Suppliers, that the Subcontractor understands that there is no contractual obligation of any kind between the State and Subcontractor and the Subcontractor's sole recourse lies with the Contractor and/or the surety, and not with the State, that each Subcontractor and lower tier Subcontractor, bound by the terms of the Contract Documents for this Contract, and assume toward the Contractor all the obligations and responsibilities which the Contractor assumes, pursuant to the Contract Documents.

ARTICLE 6 - CONSTRUCTION PROGRESS SCHEDULE

6.1 GENERAL

The State may contract for the services of a Critical Path Method (CPM) scheduling consultant for Project planning, scheduling and cost control. If such has been arranged, then section 6.2 shall apply to the Contract between the State and the Contractor. In the absence of a statement in the bid documents that a CPM consultant has been retained by the State, then section 6.3 shall apply.

6.2 CONSTRUCTION PROGRESS SCHEDULE (CRITICAL PATH METHOD -- CPM CONSULTANT RETAINED BY THE STATE)

6.2.1 Critical Path Method

a. The Project will be monitored by a detailed critical path method scheduling system. This system shall be the basis for the evaluation of the Contractor's performance and for progress payments to the Contractor.

b. The Contractor shall provide all the information necessary for the CPM consultant employed by DPMC to develop a CPM network plan demonstrating complete fulfillment of all construction Contract requirements and, as necessary, for the CPM consultant to maintain an accurate CPM schedule throughout the Project. The Contractor, in consultation with the CPM consultant, will establish construction logic and activity time duration consistent with Contract documents and Project requirements. The CPM consultant will establish the level of detail to be reflected on the CPM schedule. The Contractor shall utilize the schedule in planning, coordinating and performing the Work, including all activities of Subcontractors, equipment vendors and material suppliers.

c. The Contractor agrees that the CPM consultant's Project network schedule is the designated plan for completion of all work in the allotted time, and the Contractor will assume full responsibility for the execution of the Work as shown. The Contractor shall indicate formal acceptance of the schedule by signing the final initial (baseline) network diagrams and computer schedule listing.

d. The Contractor shall furnish sufficient labor and construction equipment to ensure the execution of the Work in accordance with the approved CPM progress schedule. If, in the opinion of the DPMC, a Contractor falls behind the CPM progress schedule, the Contractor shall take any and all such steps as may be necessary to bring its work into compliance with the CPM progress schedule. The DPMC may require the Contractor to increase the number of shifts, days of work and/or the amount of construction labor, plant and equipment, all without additional cost to the State.

e. The Contractor shall make no claim for, and have no right to, additional payment or extension of time for completion of the Work, or any other concession because of any misinterpretation or misunderstanding on the Contractor's part of the CPM progress schedule, the Contractor's failure to attend the pre-bid

conference, or because of any failure on the Contractor's part to become fully acquainted with all conditions relating to the CPM progress schedule and the manner in which it will be used on the Project, or because of any Subcontractor's failure to properly participate in the development of a CPM progress schedule or to perform the Contract in accordance with the CPM progress schedule.

6.2.2 Initial Submittal

a. To the extent necessary for the CPM consultant to reflect in the network diagrams the plan for completion of this Contract, the Contractor shall meet with and assist the CPM consultant and furnish, within ten (10) calendar days after award of this Contract, all necessary information for the preparation of the CPM progress schedule. This information shall include, but not necessarily be limited to, a logical sequencing of work operations, activity time estimates, intended crew flow, activity costs and estimated manpower requirements for each activity.

(1) The network diagram shall show the sequence and interdependence of activities required for the Project. In preparing the network diagram, the Contractor shall assist the CPM consultant by breaking up the Work into activities of a duration of no longer than ten (10) working days each, except as to non-construction activities (such as procurement of materials, delivery of equipment and concrete curing) and any other activities for which the CPM consultant may approve the showing of longer duration. The diagram shall show not only the activities for actual construction but also such activities as the Contractor's submittal of shop drawings, templates and equipment, material fabrication, delivery of equipment and material, substantial completion, final completion, punch list and closeout, and the delivery of Owner-furnished equipment, if applicable. The Contractor shall provide activity durations to the CPM consultant for each activity on the diagram.

(2) If requested by the CPM consultant, the Contractor shall furnish any information needed to justify the reasonableness of activity time duration. Such information shall include, but not be limited to, estimated activity manpower, unit quantities, and production rates.

(3) Failure by either the Contractor or the CPM consultant to include any element of work required for the performance of the Contract shall not excuse the Contractor from completing all work required within any applicable date, notwithstanding DPMC approval of the network diagrams.

(4) The CPM consultant will establish the level of detail to be reflected in the CPM system.

(5) Seasonal weather conditions shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures for the completion of all Contract work within the allotted Contract duration. In addition, appropriate allowances shall be made for anticipated time losses due to normal rain and snow conditions based on

the previous five year average for that geographical area, by statistically expanding the estimated time duration for weather-sensitive activities, to ensure that the required completion date is achieved.

b. The Contractor shall be prepared to meet as many times as necessary with the CPM consultant to develop the information required for the timely development of the progress CPM schedule.

c. The Contractor shall furnish a breakdown of its total Contract price by assigning dollar values to each applicable network activity, coded for the Contractor and each Subcontractor, which cumulatively equals the total Contract amount. Upon acceptance by DPMC, the values will be used as a basis for determining progress payments. Progress payments to the Contractor shall be dependent upon final acceptance by DPMC of the cost-loaded progress CPM schedule.

d. Accompanying the network diagram and computer scheduling listing, the CPM consultant will furnish a computer-generated cost requisition listing, which will provide a separate tabulation of each activity shown on the CPM schedule in order of bid item or trade responsibility code as agreed to by DPMC. This listing will show, for each activity, the Contractor and each Subcontractor, the estimated dollar value of Work in place for totally or partially completed activities, including subtotals by bid items and grand totals for the entire Project. The cost requisition listing will also contain monthly activities reflecting the cost of Project overhead and administrative expenses, and activities reflecting the monthly cost of administering Project General Conditions.

6.2.3 Review and Approval:

a. After receipt of the initial network diagram, computer-produced schedule and cost requisition listing, the DPMC representative shall meet with the Contractor and CPM consultant for joint review, correction, or adjustment of the proposed plan and progress CPM schedule to evaluate the cost values assigned to each activity. Within ten (10) calendar days after the joint review, the CPM consultant will revise the network diagram and/or computer-produced schedule in accordance with agreements reached during the joint review, and shall submit two (2) copies each of the revised network diagram, computer-produced schedule and cost requisition listing to DPMC. The revised schedule documents will be reviewed by DPMC and, if found to be as agreed upon, will be approved. A copy of each will be returned to the CPM consultant for distribution and the CPM consultant shall forward same to the Contractor by email and/or overnight mail. The Contractor shall review these documents and shall indicate acceptance by signing the schedule documents. If the Contractor objects to the schedule documents, the Contractor shall forward these objections in writing to DPMC within ten (10) calendar days of the date of receipt of same or be deemed to have accepted the schedule documents. Objections shall include the precise activities of the schedule to which the Contractor objects and identify the basis of the objection. The Contractor will then meet with the DPMC representative and the CPM consultant to review the Contractor's objections. The CPM consultant may

revise the network diagram and the computer-produced schedule in accordance with the agreements reached during this final review and shall submit two (2) copies each of the revised network diagram, computer-produced schedule and cost requisition listing to DPMC. The re-submission will be reviewed by DPMC and, if found to be as agreed upon, will be approved and a copy of each will be returned to the CPM consultant for distribution and the CPM consultant shall forward same to the Contractor by email and/or overnight mail. The Contractor shall review these schedule documents to ensure that that the documents reflect all changes agreed upon, accept and sign. The Contractor shall indicate its acceptance by signing the scheduling documents, computer-produced schedule and cost requisition. Approval will be without reservation, and the Contractor will be deemed to have accepted the schedule as adequate, proper and binding in all respects and shall not raise further objections to the schedule.

b. After the network diagrams and computer-produced schedule have been signed by the Contractor, the CPM consultant shall forward to the Contractor and DPMC one set of copies of the network diagrams and computer-produced schedule. The network diagram and the computer-produced schedule with approved signatures shall constitute the Project work schedule until subsequently revised in accordance with the requirements of this section.

6.2.4 Progress Reporting and Changes:

a. Once every month, or more often if required by DPMC, the Contractor shall meet with the CPM consultant and DPMC's representative(s) and provide the information necessary for the CPM consultant to prepare and submit to DPMC a revised (updated) network diagram and computer-generated schedule listing showing:

(1) Approved changes in activity sequencing;

(2) Changes in activity duration for activities not started or partially completed where agreed upon;

(3) The effect on the network of any delays in any activities in progress, and/or the impact of known delays which are expected to affect future work;

(4) The effect of Contractor modifications (activity duration, logic and cost estimates) to the network;

(5) Changes to activity logic, where agreed upon, to reflect revision in the Contractor's work plan, i.e., changes in activity duration, cost estimates, and activity sequences for the purposes of regaining lost time or improving progress; and

(6) Changes to milestones, due dates, and the overall Contract completion date which have been agreed upon by DPMC since the last revision of the CPM schedule.

b. The CPM schedule shall accurately reflect the manner in which the Contractor intends to proceed with the Project and shall incorporate the impact of

all delays, Change Orders and change events as soon as these factors can be defined. All changes made to the schedule shall be subject to approval by DPMC prior to inclusion in the CPM schedule. If the DPMC representative and the Contractor are unable to agree as to the amount of time to be allowed for Change Order work, or the manner in which the Work is to be reflected on the network diagram, the CPM consultant will reflect the logic and time duration furnished by the Contractor for the Change Order work pending final DPMC decision. If non-approved Contractor logic and time durations are used, the Contractor agrees that any time which is projected to be lost on the Project as a result of these schedule changes will be considered the responsibility of the Contractor until a final agreement has been made or a final decision rendered by DPMC regarding the manner in which the Change Order work is to be reflected on the schedule. When this final decision has been made by DPMC, the CPM consultant shall revise the CPM schedule in accordance with such decision and issue a final analysis of the effect of the change on the Project.

c. If the Contractor desires to revise the logic of the approved progress CPM schedule to reflect a sequence of construction that differs from that to which was previously agreed, the Contractor must first obtain the approval of DPMC.

(1) Once each month, at the same time the network is updated, the CPM consultant, the Contractor and the DPMC representative(s) shall jointly make entries on the preceding network diagram schedule to show actual progress, identify those activities started by date and those completed by date during the previous period, show the estimated time required to complete each activity started but not yet completed, show activity percent completed and/or dollars earned, and reflect any changes in the network diagram approved in accordance with the preceding paragraph. After completion of the joint review and DPMC's approval of all entries, the CPM consultant will submit updated network diagrams, an updated computer-produced calendar-dated schedule and cost requisition listing to DPMC.

(2) The resultant monthly CPM computer printout and network diagrams shall be recognized by the Contractor as its sole updated construction schedule to complete all remaining Contract work.

(3) In addition to the foregoing, once each month the Contractor will receive a narrative report prepared by the CPM consultant. The narrative report will include a description of the amount of progress made during the last month in terms of completed activities in the plan currently in effect, a description of problem areas, current and anticipated delaying factors and the estimated impacts the delays have on the performance of other activities and completion dates, and recommendations on corrective action for the Contractor. Within seven (7) calendar days after receipt of this report, the Contractor shall submit to DPMC a written explanation of corrective action taken or proposed. The DPMC, after reviewing the written submission, may take appropriate action.

6.2.5 Payments to Contractor

a. The monthly submission of the computer-produced calendar-dated schedule shall be an integral part and basic element of the estimate upon which progress payments shall be made pursuant to the provisions of Article 9 of these General Conditions. The Contractor shall be entitled to progress payments only upon receipt by DPMC of an updated computer-produced calendar-dated schedule and cost requisition listing.

b. Payments to the Contractor shall be based upon the results of the computer-generated cost requisition listing which shall be prepared in conjunction with each updating of the CPM system as described above. The Contractors shall provide sufficient documentation to confirm reported progress for any cost items appearing in the scheduling and requisition system.

c. Payments to the Contractor shall be dependent upon the Contractor furnishing all of the information which, in the judgment of DPMC, is necessary to ascertain actual progress, and all the information and data necessary to prepare any necessary revisions to the computer-produced calendar-dated schedule, cost requisition listing and/or the network diagram. DPMC's determination that the Contractor has failed or refused to furnish the required information shall constitute a basis for withholding payments until the required information is furnished and the schedule and/or diagram is prepared or revised on the basis of such information.

6.2.6 Biweekly Progress Meetings

a. Every two (2) weeks or as otherwise directed by DPMC, the Contractor shall attend a coordination and CPM scheduling meeting on the job site. At this meeting, the Contractor shall provide detailed information regarding the Work schedule to be performed during the upcoming two weeks to permit the CPM consultant to prepare schedules for the subsequent two week period. Biweekly scheduling by the Contractor shall be in accordance with the priorities and degree of concurrent work required by the official CPM schedule for the Project. The Contractor shall be prepared to explain any difference between the Contractor's biweekly schedules and the priorities required by the latest updating of the official CPM schedule.

b. At the biweekly scheduling meeting, the CPM consultant shall review the schedule for the preceding two (2) weeks, and the Contractor shall report the progress actually achieved for each activity which was scheduled to be performed during the two weeks, including the actual dates on which the Work was performed. The Contractor agrees that this information shall constitute the official historical record of Project progress.

c. At each biweekly scheduling meeting, the Contractor shall document any current delays to work operations. In addition, the Contractor shall provide any available information regarding any potential delays.

(1) Following the biweekly scheduling meeting, the CPM consultant will issue to the Contractor a two-week look-ahead schedule as developed

at the meeting that shall constitute the construction schedule for the coming two weeks. The CPM consultant will also issue a narrative biweekly progress analysis documenting progress achieved during the preceding two weeks and analyze delays reported to constitute current or anticipated impacts to timely construction.

(2) The Contractor shall be represented at the biweekly scheduling meeting by its superintendent, who shall have complete authority to provide the information required for the development of the next two (2) weeks schedule, which includes documentation of past progress and documentation of delays. The Contractor's representatives shall also be authorized to commit to the implementation of corrective action planned to overcome delaying conditions.

6.2.7 Responsibility for Completion

a. The Contractor agrees that, when it becomes apparent from the current project CPM schedule that any Contract completion date will not be met, the Contractor will take any or all of the following actions, as required, at no additional cost to the State:

(1) Increase construction manpower.

(2) Increase the number of working hours per shift, shifts per working days, working days per week, or the amount of construction equipment, or any combination of the above; and/or

(3) Reschedule activities to achieve maximum practical concurrence.

6.2.8 Adjustment of Contract Completion Date

a. The Contract completion dates will not be adjusted except under the specific and limited conditions set forth in the Contract Documents. In the event that the Contractor requests an extension of any Contract completion date, the Contractor shall furnish a justification of such extension and provide any and all supporting evidence that DPMC requires to evaluate the Contractor's request. The DPMC shall either approve, in whole or in part, or reject the Contractor's request and will advise the Contractor in writing of its decision. If the DPMC finds that the Contractor is entitled to any extension of any Contract completion date under the provisions of this Contract, the determination as to the total number of calendar days extension permitted shall be based upon the currently approved Project CPM schedule and on all data relevant to the extension request. Such data will be included in the next updating of the CPM schedule.

b. The Contractor acknowledges and agrees that the evaluation of Project delays and determinations regarding Project time extension will be based upon the Project CPM schedule and the following criteria:

(1) Float time shown on the Project CPM schedule is not for the exclusive use of either the Contractor or DPMC. It is agreed that float time is available for use by all performing Work on the Project, including the Contractor, other contractors, subcontractor, lower tier subcontractors,

and suppliers to facilitate the effective use of available resources and to minimize the impact of problems of Change Orders which may arise during construction. The Contractor specifically agrees that float time may be used by DPMC or its representatives or consultants in conjunction with the review activities or to resolve Project problems. The Contractor agrees that there will be no basis for a Project time extension as a result of any Project problem, Change Order or delay which only results in the loss of available positive float on the Project CPM schedule. The Contractor further agrees that there will be no basis for a claim for cost escalation for any activity which is completed on or before its initially required late end date as shown on the initial approved Project CPM schedule, regardless of the justifiability or any delaying factors which might have resulted in the elimination of float which was originally available for the activity. If the Contractor refuses to perform work that is available to it, the DPMC may consider, the Contractor to be in breach of the Contract, regardless of the float shown to be available for the Work. In such instances, the DPMC may, without prejudice to any other right or remedy, declare the Contractor to be in default and terminate the employment of the Contractor pursuant to Article 12 of the General Conditions.

(2) The Contractor agrees that no time extension will be granted for time lost due to normal seasonal weather conditions. In order to qualify for consideration for a time extension due to adverse weather conditions, it must be shown by clear and convincing evidence that the weather conditions during a given quarterly period (summer, fall, winter, spring) were more severe than the previous five-year (5) average for the Project geographical area, and that these weather conditions critically impacted the final Project completion date by delaying the performance of work on the main Project critical path. If abnormal weather losses can be shown to have affected the Project critical path, a non-compensable time extension will be considered for that portion of the proven weather-related delays, which exceeded normal weather losses that should have been anticipated for the quarterly period in question.

(3) No time extensions will be considered for any weather conditions that do not affect work on the Project critical path as set forth on the current Project CPM schedule. The Contractor agrees that there will be no basis for a claim for any additional compensation resulting from any time extension issued for weather-related delays.

(4) In order for a given cause (i.e., delay, Change Order, etc.) to be considered as a basis for a total Project time extension, it must meet both of the following criteria:

(a) It must be totally beyond the control of the Contractor and due to no direct or indirect fault of the Contractor; and

(b) It must result in a direct delay to work on the main Project critical path.

(5) The Contractor acknowledges and agrees that actual delays to activities that, according to the Project CPM schedule, do not directly affect the main Project critical path and do not have any effect on the Contract completion date or dates, will not be the basis for a change therein.

(6) Concurrent delays are defined as two or more delays or areas of work slippage that are totally independent of one another and which, if considered individually, would each affect the final Project completion date according to the Project CPM schedule. Where the CPM consultant determines that concurrent delays exist, the Contractor acknowledges and agrees that the following criteria will be used to evaluate time extension:

(a) If the current Project CPM schedule shows two (2) or more concurrent delays, with one analyzed to be the responsibility of DPMC and the other analyzed to be the responsibility of the Contractor, a non-compensable time extension will be considered only if the excusable delay affects the main Project critical path and this delay is shown to be a greater amount than the other concurrent delays when the impacts of the concurrent delays are independently considered. In this event, a compensable time extension will be considered only for that portion of time by which the excusable delay exceeds all concurrent non-DPMC caused delays. For example, if an excusable impact delays the Project by one-hundred (100) calendar days and concurrent contract-caused slippage independently delays the final completion date by ninety (90) calendar days, a time extension will only be considered for a maximum of ten (10) calendar days, provided the excusable delay is on the project critical path.

(b) If the CPM schedule shows concurrent delays with some excusable delays and some the fault of the Contractor, and if the Contractor-caused delays are analyzed to be the main determining impact to the main Project critical path, then there will be no basis for a total Project time extension regardless of the nature of the concurrent excusable delays. A concurrent time extension may, however, be considered for that portion of the total Project slippage which is shown on the CPM schedule to be totally attributable to excusable delays.

(c) If a time extension request is being made for concurrent delays which did not affect the Project critical path, this must be clearly stated in the Contractor's time extension request and all CPM activities which are claimed to have been affected by the cited delay must be specifically identified with all applicable impact dates.

6.3 CONSTRUCTION PROGRESS SCHEDULING PROVIDED BY THE CONTRACTOR

6.3.1 The Project shall be completed within the specified number of calendar days from the effective date of the Notice to Proceed.

6.3.2 The Contractor shall be responsible for preparing and furnishing to the DPMC through the Architect/Engineer before the first Contract requisition date, but in no event later than 30 (thirty) days after the effective date of the Notice to Proceed, a coordinated combined progress schedule that incorporates the progress schedules of the Contractors and all Subcontractors engaged on the Project. The schedule shall be in the form of a network diagram or other recognized graphic critical path progress schedule format that indicates, among other things, predecessor and successor activities, and major and intermediate milestones, in sufficient detail to satisfy the DPMC. (See also section 6.3.4 below.) The Contractor's initial invoice will not be processed by the DPMC until and unless such a single coordinated progress schedule has been submitted to and approved by the DPMC. Thereafter, the Contractor shall submit an updated coordinated progress schedule on a monthly basis. Receipt and approval of the updates will be a mandatory condition to payment.

6.3.3 Once each month, or more often if required by the DPMC, the Contractor shall meet with the Architect/Engineer and the DPMC representative to gather the information necessary for the Contractor's preparation of the revised/updated computer generated scheduling reports.

6.3.4 The progress schedule, based upon the logic and time estimates, shall indicate in suitable detail for display, all significant features of the Work of the Contractor and each Subcontractor, including but not limited to, the placing of orders, manufacturing durations, anticipated delivery dates for critical and long-lead items, submissions and approvals of shop drawings, construction activities, all work activities to be performed by the Contractor and its Subcontractors, the beginning and time duration thereof, and the dates of all milestones, substantial and final completion of the various elements of the Work, including punch list and close-out. Reports shall be in booklets, indexed and separated as categorized below. Each activity listed on the Schedule shall include, as a minimum, the following:

a. The activity description;

b. The trade (A/E, Owner, GC, Electrical, Plumbing, HVAC);

c. The duration in calendar days;

d. The Early Start date;

e. The Late Start Date;

f. The Early Finish date;

g. The Late Finish date;

h. The Total Float

6.3.5 The Contractor agrees that no time extension will be granted for time lost due to normal seasonal weather conditions. In order to qualify for consideration for a time extension due to adverse weather conditions, it must be shown by clear and convincing evidence that the weather conditions during a given quarterly period (summer, fall, winter, spring) were more severe than the previous five-year (5) average for the Project geographical area, and that these weather conditions critically impacted the final Project completion date by delaying the performance of work. If abnormal weather losses can be shown to have impacted the Project completion date, a non-compensable time extension will be considered for that portion of the proven weather-related delays, which exceeded normal weather losses that should have been anticipated for the quarterly period in question.

6.3.6 Immediately upon approval by DPMC, the Contractor shall prepare and distribute four copies of the progress schedule to the DPMC plus two copies to the Architect/Engineer. Each monthly updated coordinated schedule shall be signed and dated by the Contractor.

6.3.7 The Contractor shall furnish sufficient labor and construction plant and equipment to ensure the execution of the Work in accordance with the approved progress schedule. If any updated completion time or date for any activity does not conform to the durations or milestones shown in the approved progress schedule, the sequence of activities and/or the time for performance of activities shall be updated on the progress schedule to be approved by the DPMC and cured by the Contractor by any means, including performing concurrent operations, additional manpower, additional shifts, and overtime. No additional charges to the State will be allowed the Contractor for overtime, additional manpower, equipment, additional shifts, etc. (except as may be provided elsewhere in the Contract), if such expediting procedures or measures are necessary to meet the Contract completion date.

6.3.8 The progress schedule shall show:

a. Recommended Changes in activity sequencing;

b. Changes in activity duration for activities not started or partially completed, where agreed upon;

c. The effect on the network of the modifications (activity duration, Predecessors and Successors);

d. Changes for the purposes of regaining lost time or improving progress, and;

e. Changes to milestones, due dates, and the overall Contract completion date, which have been agreed upon by the DPMC's project manager since the last revision of the progress schedule.

6.3.9 The progress schedule shall accurately reflect the manner in which the Contractor intends to proceed with the Project and shall immediately incorporate and reflect the impact of all delays and change orders. All changes made to the schedule shall be subject to approval by the DPMC.

6.3.10 The DPMC will not authorize or approve any claims for additional payment or extension of time for completion of the Work, or any other concession because of any alleged misinterpretation or misunderstanding on the Contractor's part of the Project schedule, the Contractor's failure to attend the pre-bid conference, because of any failure on the Contractor's part to become fully acquainted with all conditions relating to the Project schedule and the manner in which it will be used on the Project, or because of any other failure by the Contractor to properly participate in the development of a progress schedule or to perform the Contract in accordance with the progress schedule.

ARTICLE 7 - TIME OF COMPLETION

7.1 CONTRACT DURATION/NOTICE TO PROCEED

7.1.1 Contract duration shall commence on the effective date set forth on the written Notice to Proceed. The Notice to Proceed will be issued by the DPMC after the DPMC's receipt and acceptance of properly executed Contract Documents, including performance and payment bonds, proof of insurance and permit technical information submitted by the Contractor and/or Subcontractors. The Contractor shall not be entitled to delay, disruption, acceleration or any other claims arising from a deferred issuance of the Notice to Proceed.

7.1.2 The Contractor shall perform no work at the Contract Site prior to the issuance of the Notice to Proceed.

7.2 SUBSTANTIAL COMPLETION

7.2.1 At the request of the Contractor, the Architect/Engineer or the DPMC, the Contractor and the DPMC representative may make a joint inspection of the Work for the purpose of determining if the Work is substantially completed in accordance with the definition provided in Article 1. If DPMC, in its sole discretion, finds that the Work is substantially complete, then the DPMC will issue a written Notice of Substantial Completion for Beneficial Use. Such Notice shall in no way relieve the Contractor of any contractual obligation(s) or relieve the Contractor from responsibility to promptly complete all remaining Contract Work including, but not limited to, punch list items.

7.2.2 The standard guarantee period for equipment, workmanship and materials shall commence on the date DPMC issues the Notification of Substantial Completion for Beneficial Use, or from the time of completion and acceptance of equipment, work or materials in question, whichever is later.

7.2.3 In the event that the Project is completed in phases or stages, and/or in the event that the DPMC takes possession of any part of the Work pursuant to Section 7.4 of these General Conditions, no part of the Project shall be deemed substantially complete for purposes of the New Jersey Statute of Repose, N.J.S.A. 2A:14-1.1, prior to the issuance of a formal Notice of Substantial Completion for Beneficial Use for the all of the Work.

7.3 FINAL COMPLETION

7.3.1 Final completion of the Contract shall occur when:

a. The DPMC and the Architect/Engineer have determined that the punch list has been completed;

b. The Contractor has complied with the Contract Document's closeout requirements;

c. The Contractor has submitted all Contract deliverables as required by the Contract Documents including but not limited to the following: "as-built"

documents, operating and maintenance manuals, attic stock, parts lists, repair source lists, training and certificates; and

d. The Contractor has submitted all warranties, guarantees and/or maintenance bonds required under the Contract.

7.4 PARTIAL OCCUPANCY FOR USE

7.4.1 Use and possession prior to completion: The DPMC shall have the right to take possession or use of any completed or partially completed part of the Project. Said possession or use shall not be deemed acceptance of the Work performed on the Project.

7.4.2 Prior to such possession or use, the DPMC shall furnish the Contractor with an itemized list of Work remaining to be performed or corrected on such portions of the Project that are to be possessed or used by the State. Failure by the DPMC to list any item of work shall not be deemed an acceptance of any Work under the Contract.

7.4.3 The Contractor shall not be entitled to recovery of money damages for any delays, disruptions or inefficiencies caused by such partial occupancy.

7.5 DELAY, DISRUPTION AND INTERFERENCE

7.5.1 Delay - Time Extension. If the Contractor's work is delayed, disrupted or interfered with by act, neglect or default of any party, including the State, the Architect/Engineer, or by strikes, lockouts, fire, unusual delay by common carriers, natural disasters, or by any cause for which the Contractor is not responsible; then for all such delays and suspensions, the Contractor shall be allowed one (1) calendar day addition to the time herein stated for each and every calendar day of such delay so caused in the completion of the Work as specified above, the same to be determined by the DPMC. No such extension shall be granted for any delay unless, within ten (10) calendar days after the beginning of such delay, a written request for additional time shall be filed with the DPMC.

7.5.2 Contractor's Damages for Delay, Disruption or Interference

The Contractor shall not be entitled to recovery of money damages from the DPMC caused by delay, disruption or interference with the Contractor's Work except as expressly provided under section 7.5.2 of these General Conditions paragraph. The Contractor expressly agrees that the Contractor's remedy for delay, disruption of interference shall be limited to an extension of time only and that there shall be no recovery of money damages by the Contractor for any delay, disruption or interference with the Contractor's work attributable to any cause whatsoever (other than the State's negligence, bad faith, active interference or other tortuous conduct). The Contractor expressly agrees that it shall not be entitled to recover damages due to delay, disruption or interference caused by any of the following:

a. Delayed execution of the contract or any of the causes referenced in paragraph 7.5.2;

b. Any act or omission by any party other than the State, including, but not limited to, the Architect-Engineer, any other Contractor or Subcontractor, any

CPM or other consultant retained by the State, any construction manager retained by the State, any agency or instrumentality of the federal government or of any local governmental entity or any utility (e.g., gas, electric, telephone, cable);

c. Any act or omission of any agency or instrumentality of the State , other than the DPMC, including, without limitation, the Department of Environmental Protection and the Department of Community Affairs;

d. Weather;

e. Subsurface conditions of any type including, without limitation rock and underground utilities, whether or not such conditions were reasonably ascertainable to the Contractor at the time of bidding;

f. Use of all or any portion the Project premises prior to completion of the Work to the extent that such use is permitted under the terms of the Contract;

g. Delay in obtaining any permit or approval;

h. Delay caused by the issuance of any court order, injunction or restraining order;

i. Any delay which does not entitle the Contractor to an extension of the Contract Completion Time under Section 6.2.8 of these General Conditions; or

j. Delay attributable to any other cause, other than a cause for which the State is legally restricted from enforcing a contractual "no damage for delay" clause under N.J.S.A. 2A:58B-3 or any other provision of law restricting or barring the enforcement of such clauses.

In interpreting this provision, the negligence or other wrongful conduct of others, including, without limitation, the Architect/Engineer, the CPM consultant, any construction management firm and any other firm or person retained by the State shall not be imputed to the State. Further, to the extent that the Contractor is entitled to recover monetary damages for delay under this Contract, such recovery shall be limited to actual direct costs incurred on account of the delay, and shall not include profit or other markup on such costs, home office overhead calculated under the Eichleay formula or any other kind of consequential or indirect cost or damage, including but not limited to any alleged cost or damage under the total cost method, the modified total cost method, or productivity factors (costs for inefficiency based on industry productivity factors such as those provided by the Mechanical Contractors Association of America (MCAA) Factors Affecting Labor Productivity).

7.5.3 In the event of the failure of the Contractor to complete its work within the time stated in its Contract, the Contractor shall be liable to the State in the sum as set forth as liquidated damages in the Contract, for each and every calendar day that the Contractor fails to attain contract completion of the work. This sum shall be treated as liquidated damages to compensate for the loss to the State of the use of premises in a completed state of construction, alteration or repair, and for added administrative and inspection costs to the State on account of the delay; provided, however, that the said liquidated damages shall be in addition to other compensatory or consequential losses or damages

that the State may incur by reason of such delay, such as, but not limited to, added costs of the Project and the cost of furnishing temporary services, if any. Any such sums for which the Contractor is liable may be deducted by the State from any moneys due or to become due to the Contractor.

7.5.4 It is hereby understood and mutually agreed by and between the Contractor and the State that the start date in the Notice to Proceed, the dates of all required intermediate milestones, and the times for substantial and final completion, as specified in the Contract Documents, are essential conditions of this Contract.

7.5.5 The Contractor agrees that said work shall be executed diligently, at such rate of progress as will ensure full completion of the Work within the time specified. It is expressly understood and agreed, by and between the Contractor and the State, that the time for the completion of the Work herein is a reasonable time, taking into consideration the average climactic range and usual industry conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the DPMC, then the Contractor does hereby agree, as a part of the consideration for the awarding of its Contract, to pay the State the amount specified in section 7.5.3 above, as liquidated damages for loss of use of the Project as hereinafter set forth, for each and every calendar day that the Contractor may have exceeded the stipulated date in the Contract for substantially completing the Work.

7.5.6 It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall similarly be of the essence.

ARTICLE 8 - CLOSE-OUT

8.1 CLOSE-OUT PROCEDURES/FINAL PAYMENT

As part of the final completion procedures described in Article 7 and the requirements for payment as described in Article 9, the Contractor must complete all of the Close-out procedures as follows:

a. Submit the “as-built” record documents as described in Article 4;

b. Submit all operating and maintenance manuals, parts lists, repair source parts, and certificates as defined in 8.2 below;

c. Provide the necessary training for operating systems and equipment as defined in 8.3 below; and

d. Submit all guarantees as defined in 8.4 below.

8.2 OPERATIONS, EQUIPMENT AND MAINTENANCE MANUALS

8.2.1 The Contractor shall provide six (6) copies of all operating, equipment and maintenance manuals, and applicable warranties, as identified and described in the Contract Documents. The operating, equipment and maintenance manuals and warranties, including contact personnel, addresses and telephone numbers, must include a complete description of all systems and equipment and the method of operating and maintaining the equipment. These manuals must be submitted to the Architect/Engineer for review and approval at the earliest date possible following substantial completion, but in all cases prior to final acceptance. Included within the manuals shall be a list of names, addresses and telephone numbers of all the Subcontractors involved in the installations and of firms capable of performing services for each mechanical item.

8.2.2 As a pre-condition to the Final acceptance of a facility for beneficial use, the Contractor shall provide a "throw-away" copy of operations and maintenance manuals to allow the Using Agency's staff to operate the equipment prior to receiving the hard bound copies required by this Contract.

8.3 TRAINING

The Contractor shall provide formal instruction for DPMC-designated personnel, addressing the operation and maintenance of the facilities and all installed equipment for each operating system or major item of equipment or as otherwise specified. The operations and maintenance manuals shall be used as training materials. Unless otherwise accepted by the DPMC, training course format shall be split equally between classroom instruction and field exercise. All classroom instruction may be videotaped by the DPMC. Classroom instruction may be supported by professionally made videotapes. If used, a copy of each professional video that was utilized shall be provided to the DPMC at no cost for future training and reference.

8.4 GUARANTEE

8.4.1 The issuance of a final certificate for payment and/or partial or complete occupancy of the premises shall not be deemed an acceptance of Work not completed in accordance with the Contract Documents. The issuance of a final certificate for payment and/or partial or complete occupancy of the premises shall not relieve the Contractor or its surety of liability with respect to any express or implied warranties or responsibility for faulty materials or workmanship.

8.4.2 The Contractor shall guarantee and warrant, in writing, the Work performed and all materials furnished under this Contract against defects in materials and/or workmanship The Contractor shall be responsible for the value or repair of any damage to other Work or to the building premises resulting from the performance of the Contract.

8.4.3 The Contractor is responsible for the above-stated obligations for a period of one (1) year from the date established in 7.2.2 above. All guarantees, including bonds and registrations, required by the Contract Documents shall be in writing and delivered to the DPMC with submission of the invoice for final payment.

8.4.4 The Contractor shall, at its own expense and without cost to the State, promptly after receipt of written notice thereof, make good any defects in materials or workmanship which may develop during stipulated guarantee periods, as well as any damage to other Work caused by such defects or by repairs. Any other defects in materials or workmanship not discovered during the guarantee period shall be repaired and/or replaced at the Contractor's expense, and such shall be completed within a reasonable time after written notice is given to the Contractor.

8.4.5 Pursuant to the Contract Documents, certain permanent equipment, including elevators and HVAC systems, will have to be activated during construction of the Project to support construction operations. Despite any early activation during the construction of the Project, any and all equipment warranties must extend for the time periods required in the Contract Documents, starting at the date set forth in paragraph 7.2.2.

8.4.5 It is expressly acknowledged and agreed that the express and implied warranties and guarantees to which the State is entitled as well as all warranty and guarantee bonds issued by any surety, shall be in addition to and not in lieu of the State's right to seek recourse against the Contractor and the Contractor's surety for defective work.

ARTICLE 9 - PAYMENTS

9.1 INVOICES

9.1.1 Requests for payment under the Contract for materials delivered or services rendered require the proper completion and submittal of specific forms including, but not limited to, the following:

a. DPMC Form 11/AR50-1 - DPMC Invoice;

b. DPMC Form 11-2 - Monthly Estimate for Payment to Contractor;

c. DPMC Form 11-2a - Certification of Prime Contractor;

d. DPMC Form 11-2b – Certification of Subcontractor;

e. Copies of Subcontractor(s) invoices;

d. DPMC Form 11-3 - Prime Contractors Summary of Stored Materials;

e. DPMC Form 11-3A - Agreement and Bill of Sale Certification for Stored Materials;

f. Consent of Surety forms;

g. Certified Payroll Records;

h. Updated project schedule

i. Any other information or documentation required by other provisions of the Contract documents.

9.1.3 The Contractor shall submit the completed request for payment on a monthly basis for all properly completed billable work to the DPMC Project representative and at the address identified at the pre-construction conference.

9.1.4 One (1) original and one (1) copy of the request for payment packets shall be prepared and submitted unless otherwise specified.

9.1.2 No request for payment shall be deemed to be formally submitted and received for payment until all dollar amounts and completion percentages for each line item in the invoice has been determined and agreed upon by the State and the Contractor.

9.1.5 For the purpose of the State's Prompt Payment Act (N.J.S.A. 2A:30A-1 et seq.):

a. A proper invoice will be deemed to have been received by the owner when it is received by the person or entity designated by the State to review and sign the invoice on the State's behalf at the address designated in the pre-construction conference for receipt of invoices. Receipt of an invoice by such person or entity shall commence the running of the 20-day period for formal approval and certification as provided under N.J.S.A. 2A:30A-2(a);

b. The "billing date", as the term is used in N.J.S.A. 2A:30A-2, shall be the earlier of the date upon which an invoice for payment is approved for payment or twenty (20) days after the invoice is received, unless within such 20-day period

the invoice is found to be incomplete or otherwise unacceptable and returned to the contractor, with a written explanation of deficiencies;

c. In the event that an invoice is found to be deficient and returned to the contractor, the "billing date" shall be calculated from the date that a corrected invoice is received.

d. Payment shall be considered to have been made on the date on which a check for such payment is dated;

e. Payment terms (e.g., "net 20") offered by the contractor shall not govern the State's obligation to make payment;

f. The following periods of time will not be included in the calculation of the due date of any contractor invoice:

(1) Any time elapsed between receipt of an improper invoice and its return to the contractor, not to exceed twenty (20) calendar days; or

(2) Any time elapsed between the State's return of an improper invoice to the contractor and the State's receipt of a corrected invoice.

9.1.6 The provisions of this Article 9 shall not govern the State's payment obligations nor shall they supersede or modify any other contractual provision allowing the withholding of monies from the contractor to the extent that the contractor has not performed in accordance with the provisions of the contract. Nor shall this Article 9 govern the State's payment obligations nor supersede or modify any other contractual provision governing contractor claims for additional compensation beyond the base contract price and approved change orders.

9.2 INTEREST

9.2.1 Interest shall be payable on amounts due the contractor if not paid within thirty (30) calendar days after the billing date specified in the above subparagraph 9.1.5(b), as provided under the State's Prompt Payment of Contractors and Subcontractors Act (N.J.S.A. 2A:30A-01, et seq.) Interest on amounts due shall be payable to the contractor for the period beginning on the day after the required payment date and ending on the date on which the check for payment is drawn.

9.2.2 Interest may be paid by separate payment to the contractor, but shall be paid within thirty (30) calendar days of payment of the principal amount of the approved invoice.

9.2.3 Nothing in this Article 9 shall be construed as entitling the Contractor to payment of interest on any sum withheld by the State for any reason permitted under the contract or applicable law, or on any claim for additional compensation, over and above sums due under the base contract or approved change orders.

9.3 SCHEDULE OF VALUES AND FINAL PAYMENT

9.3.1 Unless otherwise directed, the Contractor shall furnish a schedule of amounts for Contract payments (Unit Schedule Breakdown,) of the total Contract price, showing the amount included therein for each principal category of the Work and for each Contractor

and Subcontractor, in such detail as requested, to provide a basis for determining progress payments. The schedule, as approved, shall be used only as a basis for the Contractor's estimates for progress payments, and approval by the DPMC does not constitute acceptance of the allocability and allowability of costs to a specific element of Work. The Contractor is cautioned that no payment requests shall be approved until the Unit Schedule Breakdown has been approved in writing by the DPMC.

9.3.2 The State will make progress payments monthly as the Work proceeds based upon the Unit Schedule Breakdown.

9.3.2 All material and Work paid pursuant to progress payments shall thereupon become the sole property of the State. This provision shall not be construed as relieving the Contractor from the sole responsibility for the protection of all material and Work upon which payments have been made for the restoration of any damaged work, or as waiving the right of the State to require the fulfillment of all of the terms and conditions of the Contract.

9.3.3 Following completion and acceptance of all work, the amount due the Contractor under this Contract shall be paid only upon satisfactory completion, by the Contractor, of all Contract close-out requirements, completion of a State audit on all Contract values and payments, and after the Contractor has furnished the State with a release of claims against the State, arising by virtue of this Contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the release.

9.3.4 If for any reason the Contractor refuses final payment, the Project may be closed out by the State by the processing of a Final Contract Acceptance certification. The lack of such certificate shall not toll the limitations period applicable to Contractor claims against the State.

9.3.5 In addition to other warranties required by provisions of the Contract and specifications, the Contractor warrants that title to all Work, materials and equipment covered by an application for payment will pass to the State free and clear of all liens, claims, security interests or encumbrances, either upon incorporation into the construction or upon receipt of payment to the Contractor, whichever occurs first. This provision shall not be construed as relieving the Contractor from sole responsibility for the care and protection of materials and work upon which payments have been made, or for the restoration of any damaged work, or as a waiver by the State of its rights to require fulfillment of all terms of the Contract.

9.3.6 By recommending approval of any invoice, the Architect/Engineer shall not be deemed to represent that it has made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work, or that it has reviewed the construction means, methods, techniques, sequences or procedures, or that it has made any examination to ascertain how and for what purpose the Contractor has used the moneys previously paid. The payment of an invoice does not constitute an acceptance of the Work. The State reserves the right to further inspect the Work and to withhold retainage and any additional funds required to pay for any corrective action for non-conforming work.

9.3.7 If any corporation licensed to do business in New Jersey shall be or become delinquent in the payment of taxes, assessments or fees due the State, unless under an

active appeal process or any final judgment in the State's favor against the Contractor, the DPMC may, in accordance with N.J.S.A. 54:49-19 or other applicable law withhold moneys due the said corporation for the purpose of assuring the payment to the State of such taxes, assessments, fees or judgment.

9.4 CERTIFICATION OF PAYMENTS TO SUBCONTRACTOR

Pursuant to N.J.S.A. 52:32-40, 41 and N.J.S.A. 2A:44-148; the Contractor shall submit a Certification of Prime Contractors form and a Certification of Subcontractor form for each Subcontractor identified in the Unit Schedule Breakdown, as part of the submission for each invoiced progress payment.

9.5 STORED MATERIALS

9.5.1 Unless specifically allowed in the Contract Documents, all materials and equipment must be delivered and installed or stored on the Site prior to payment for such material or equipment.

9.5.2 The DPMC may at its discretion allow payment for equipment stored off Site provided that the following has occurred:

a. The DPMC has approved the Contractor's written request;

b. The equipment has been properly stored in an approved location;

c. The Contractor has established the Owner’s title to the specific equipment;

d. The Contractor has provided sufficient proof of insurance for the materials, equipment and the storage facility;

e. The Contractor has submitted a release of liens on said stored equipment;

f. The Contractor has submitted a statement agreeing to assume all costs for storage of material and equipment off Site, including, if required by the DPMC, the cost of storing such material and equipment in a bonded warehouse; and

g. The Contractor furnishes the "Prime Contractor's Summary of Stored Materials" and "Agreement and Bill of Sale Certification for Stored Materials," forms respectively.

9.6 ALLOWANCES

9.6.1 The Contractor shall include in its bid all allowances as may be set forth in the Contract Documents. The Contractor shall purchase the "allowed materials" as directed by the DPMC on the basis of the lowest acceptable quote from at least three competitive offers or as a negotiated cost subject to DPMC approval. If the actual cost of the "allowed materials" is more or less than the stipulated allowance, the Contract price may be adjusted accordingly. The adjustment in Contract price shall be made on the basis of the actual purchase cost without additional charges for overhead, profit, bond premium or any other incidental expenses. The cost of installation of the "allowed materials," unless

otherwise specified, is to be included as the responsibility of the Contractor in whose Contract the allowance is included, and the Contractor installing such "allowed materials" shall not be entitled to additional payment for such installation.

9.6.2 Unless otherwise provided in the Contract Documents:

a. These allowances shall cover the Contractor's true costs, including credit for any trade discount, of the materials and equipment required by the allowance, delivered at the Site, including all applicable taxes;

b. The Contractor's costs for unloading and handling, labor, installation costs, overhead, profit and other expenses reasonably required in connection with such allowance items shall be included in the Contract sum and not as part of the allowances.

9.7 RETAINAGE

9.7.1 In making progress payments for Contract work completed, the State will retain ten percent (10%) of the approved invoice amount until final acceptance and completion of all work covered by the Contract.

9.7.2 The Contractor may, after 50% (fifty percent) of the Contract work is in place, and if the Work is proceeding on schedule, apply for a reduction in the amount retained by the State for the duration of the Contract. Such application must be in writing and accompanied by documentation granting formal consent of surety to the reduction in retainage request. If the DPMC determines that the Contractor's performance has been satisfactory and that the reduction is warranted and appropriate, the State may, with the next progress payment, release any portion of the accumulated retainage in excess of five percent (5%) of the Work in place and retain an amount equal to five percent (5%) of the Work in place for the duration of the Contract. If progress of the Work is not maintained in accordance with the approved schedule, the DPMC may elect to re-institute retainage of ten percent (10%) of the Work in place for the duration of the Contract.

9.7.3 Withholding Payment for Non-Delivery of Data:

a. If technical data such as "as-built" drawings, reports, spare parts lists, repair parts lists, or instruction books (including additional and maintenance manuals), or any part thereof, are not delivered within the time specified by this Contract or are deficient upon delivery, the DPMC has the discretion to withhold from each invoice a percentage (in addition to any other retainage required by the Contract) of the Contract price in accordance with the following table:

When total contract price is:	Percentage to be withheld is:
Less than $250,000.	10%
$250,000.01 through $1,000,000	5.0%
Over $1,000,000	2.0%

b. The withholding of any sums pursuant to this article shall not be construed as, or constitute in any manner, a waiver by the State of the Contractor's obligation to furnish the data required under this Contract. In the event the

Contractor fails to furnish these items, the State shall have those rights and remedies provided by law and pursuant to this Contract, in addition to, and not in lieu of, the sums withheld in accordance with this article.

9.8 MISCELLANEOUS

9.8.1 Disputes regarding nonpayment of a Contractor's invoice under this Article 9 may be submitted to non-binding Alternative Dispute Resolution (ADR) upon mutual agreement of the State and the Contractor. In such event, the State and the Contractor shall share equally the fees and expenses of the selected mediator, arbitrator, umpire or other ADR neutral. Provided, however, that nothing herein shall be construed, in whole or in part, as a waiver, release or modification of the provisions of the New Jersey Contractual Act, N.J.S.A. 59:13-1, et seq., which governs claims against the DPMC.

9.8.2 A Contractor not paid sums due under an approved invoice within thirty (30) days of the billing date may suspend performance without penalty for breach of contract, but only after providing the State with seven (7) days written notice of non-payment, and only in the event that the State fails to furnish the Contractor, within that seven-day period, a written statement of the amount withheld and the reasons for the withholding. Nothing herein shall be construed to excuse the Contractor's nonperformance, or to limit the State's rights and remedies relating to such non-performance, with regard to any monies withheld from the Contractor upon the proper notice provided under this Article 9, or with regard to any Contractor claim disputed by the DPMC.

ARTICLE 10 - CHANGES IN THE WORK

10.1 CHANGES IN THE WORK

10.1.1 The DPMC may at any time, issue a written Change Order which shall direct a change in the Work within the general scope of the Contract, including, but not limited to, changes:

a. In the plans and/or specifications;

b. In the method or manner of performance of the Work;

c. In the State-furnished facilities, equipment, materials, services, or site; or directing acceleration in the performance of the Work; and/or

d. In the time for the completion of the Work.

10.1.2 Change Orders

10.1.2.1 The Contractor agrees to prepare and submit, within ten (10) calendar days of encountering any conditions it considers a change, or upon receiving official notice of a proposed change or written direction to proceed with a change, a current DPMC form entitled "Contractor Change Order Request," to the DPMC. The Contractor shall submit an original of the form. Failure to submit a timely form may be grounds for rejection of the request for Change Order, at the DPMC's discretion.

10.1.2.2 All requests for Contract time extensions must be submitted in accordance with the requirements set forth in Articles 6 and 7, accompanied by copies of the current approved progress schedule and copies of a proposed progress schedule detailing the incorporation of the changed work and the effects of such incorporation on progress. Failure to provide all required information shall be grounds for rejection of the request.

10.1.2.3 DPMC will only consider a contract duration extension Change Order request arising from changes in the Work, if that change is proven by the Contractor to have caused a delay in the completion of the Project. When the Contract duration is increased as a result of a change, the resulting change in Contract amount will include the costs of extended performance, computed in accordance with the terms of this Section, and no further consideration of such costs arising from the specific modification will be given.

10.1.2.4 Every Change Order request submitted by the Contractor shall furnish a price breakdown, which shall cover all work involved in the change whether such work was deleted, added or changed and shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, overhead costs and profit. Any amount proposed for subcontracts shall be supported by an equally detailed breakdown. In addition, if the request includes a time extension, a justification (see section 10.1.4.) shall also be furnished. The request, together with the price breakdown and time extension justification, shall be furnished by the date specified by the DPMC.

10.1.2.5 The following rates shall apply in computing overhead (indirect costs) and profit for Change Orders that do not exceed $25,000. The percentages shall be applicable for deleted work as well as additional work. When a change consists of both added and

deleted work, the applicable percentages shall be applied to the net cost or credit. In any event, the percentages shall not exceed the following:

a. Overhead will be the sum of:

(1) fifteen percent (15%) of direct labor costs. NOTE: For the purpose of this article, the term "direct labor" shall include all foremen (identified by name and not included in the Project as the full-time superintendent or full time foreman as required elsewhere in the contract documents), equipment operators and skilled, semi-skilled and common laborers directly assigned to the specified operation. The term "direct labor costs" shall consist of the Contract or actual payroll rate of wage per hour and fringe benefits paid for each and every hour that such employees are actually engaged in the performance of the Work.

(2) fifteen percent (15%) of direct material costs. NOTE: For the purpose of this article, the term "direct material costs" shall consist of the actual costs of the materials including applicable tax and transportation charges.

b. For rented equipment, an hourly rental rate will be used which will be determined based upon the monthly rental rates in the current edition of the Rental Rate Blue Book for Construction Equipment (Rental Book)and dividing it by 176. An allowance will be made for operating costs for each and every hour the equipment is actually operating in accordance with the rates listed in the Rental Book. The Contractor will be allowed only 65% (sixty-five percent) of the rental rate on Contractor-owned equipment.

c. Bond premiums and payroll taxes, if applicable, will be allowed at actual cost. The Contractor shall submit from the surety to DPMC a letter for the bond premiums.

d. The Contractor's profit on Subcontractor's work will be six percent (6%) of the Subcontractor's costs. Subcontractor indirect costs will be computed in the same manner as for the Contractor. The Contractor agrees to incorporate this article in each of its subcontracts. NOTE: When more than one tier of Subcontractor exists, for the purpose of markups, they shall be treated as one Subcontractor.

e. A profit of six percent (6%), where profit is allowable by the terms of the applicable Contract provision, shall be added to the Contractor's total cost. Indirect costs shall not be duplicated in direct costs.

10.1.2.6 For Change Orders in excess of $25,000 the maximum allowable percentages of 15% overhead and 6% profit applies unless negotiated lower based upon the nature, extent and complexity of the Work involved.

10.1.2.7 The DPMC, in order to avoid delays in the progress of work or when in the best interests of the State, has the discretion to direct the Contractor, in writing, to proceed with work claimed by the Contractor to be extra work , and/or to accelerate its work without a prior agreement on entitlement or costs. Such direction shall be in the form of a Letter of Direction. The Contractor may submit a claim for evaluation by

DPMC, for costs or for time on account of such work and/or acceleration on the form entitled "Contractor Change Order Request," completed in sufficient detail and in accordance with this article within ten (10) calendar days after receipt of the Letter of Direction. Nothing in this article shall excuse the Contractor from proceeding with the Work identified in the Letter of Direction and all other Contract Work. Issuance of a Letter of Direction under this article shall not be intended nor construed as an admission or acknowledgment by the State that the Contractor is entitled to additional compensation and/or time on account of such Work and/or acceleration.

10.2 ACCELERATION

The DPMC may order and direct the Contractor to accelerate its Work at any location(s) by increasing its forces, working overtime and/or working on Saturdays, Sundays, and holidays. If acceleration is required by the DPMC, and not due to any delays on the part of the Contractor, the Contractor will be reimbursed for additional costs.

ARTICLE 11 - CLAIMS AND DISPUTES

11.1 CONTRACTOR CLAIMS

11.1.1 Any claims made by a Contractor against the DPMC for damages, extra costs or any other claim made pursuant to the contract are governed by and subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., as well as all the provisions in this Contract.

11.1.2 Upon presentation by the Contractor of a request in writing, the DPMC may review any decision or determination of the State or the Architect/Engineer as to any claim, dispute or any other matter in question relating to the execution or progress of the Work or the interpretation of the Contract Documents. Consistent with the intent of this Contract, the DPMC may schedule a conference for the purpose of settling or resolving such claims, disputes or other matters. Where such a conference is conducted, the Contractor and/or the Architect/Engineer shall be afforded the opportunity to be heard on the matter in question. Following review of the Contractor's request, the DPMC and the Contractor may settle or resolve the disputed matter, provided however that any such negotiations, conferences, settlement or resolution shall be subject to all requirements imposed by law, including where applicable, the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.). The DPMC's participation in any effort to negotiate, settle or resolve any such claim or dispute with the Contractor shall not operate to toll or extend the time limitations for notice or suit under the New Jersey Contractual Liability Act.

11.2 MUTUAL RIGHTS AND RESPONSIBILITIES OF ALL CONTRACTORS AND THE ARCHITECT/ENGINEER

11.2.1 Any Contractor or the Architect/Engineer which by its own acts, errors or omissions, damages or unnecessarily delays the Work or otherwise causes damage to the State, any other Contractor or the Architect/Engineer, shall be directly responsible to the aggrieved party or parties, for all costs and expenses incurred due to any such delays and/or damages whether by settlement, compromise or arbitration or judgment.

11.2.2 Any Contractor damaged by the actions of another Contractor or Architect/Engineer shall have a direct right to recovery against the party causing such damages, but shall not have a right to recover such damages against the State.

11.2.3 In addition, the party responsible for causing such damages agrees to defend, indemnify and save harmless the State from all such claims and damages. Nothing contained in this paragraph shall be construed to relieve the responsible party from any liability or damage sustained on account of such acts, errors or omissions.

11.2.4 The State shall not be held vicariously liable to any Contractor for any damages or extra costs caused by any acts or omissions by another party including but not limited to actions of the Architect/Engineer as specified in the above paragraph. The Contractor's exclusive remedy shall be against the party directly responsible for causing such damages or extra costs.

ARTICLE 12 - TERMINATION/SUSPENSION

12.1 SUSPENSION OF THE WORK / STOP WORK

12.1.1 If the Contractor fails to correct defective work or persistently fails to carry out the Work in accordance with the Contract Documents, or if the DPMC determines that it is in the best interest of the Project to do so, the DPMC may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated and the DPMC provides written notice to the Contractor that the stopped Work may resume.

12.1.2 The DPMC shall have the right to defer the beginning or to suspend the whole or any part of the Work herein contracted to be done whenever, in the opinion of the DPMC, it may be necessary or expedient for the State to do so.

12.2 TERMINATION FOR CAUSE

12.2.1 If the Contractor persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials so as to avoid or eliminate delays in the orderly progress of the Work in accordance with the approved schedule; or if the Contractor fails to make prompt payment to any Subcontractor or for materials or labor; or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or if the Contractor is guilty of a material breach of a provision of the Contract Documents or otherwise fails to carry out the Work in accordance with the Contract Documents, then the DPMC may, without prejudice to any other right or remedy, and after giving the Contractor and its surety three (3) working days written Notice to forthwith address such breach and default with diligence and promptness, terminate the employment of the Contractor by the issuance of a written Notice to that effect to the Contractor and its surety, should the Contractor fail to comply with the demands of the original above mentioned Three Day Notice.

12.2.2 Upon such termination, the DPMC may take possession of the Site and of all the materials, equipment, and tools on the Site and of any materials stored off Site paid for by DPMC, and may finish the Work by whatever method the DPMC may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.3 In the event of termination for default, the surety shall either complete the principal's work or finance the completion of the Work. The surety shall not have the right to do nothing. In the event of the surety's breach of its obligations to the State, the surety shall be subject to all available damages under the law, including but not limited to debarment and the penalties imposed by New Jersey's Consumer Fraud Act.

12.2.4 Within seven (7) calendar days following receipt of Notice of Termination by the surety, the surety shall submit in writing its intention to satisfy its bond obligation to the State as obligee, and to explain its plan to complete the Work, tender a completing Contractor or finance the completion of the Work.

12.2.5 If the surety elects to take over the Work and complete same or to tender a completing Contractor, it must furnish notice of its intent to do so in writing over the

signature of an authorized representative and such notice shall be served upon the DPMC within seven (7) calendar days after service upon the surety of the Notice of Termination. This document shall identify the Contractor to perform this work.

12.2.6 If the surety elects to satisfy its bond obligation by financing the completion of the Work, in lieu of taking over same, the surety and State shall enter into an agreement, within thirty (30) days of the termination Notice, setting forth the details of the payments to be made by the surety. All current obligations for labor and materials incurred and outstanding by the defaulting Contractor on this Project shall be paid by the surety without delay, subject to allowance of reasonable time to verify such claims by the surety.

12.2.7 If the surety fails to satisfy its bond obligations within the time frames established above, the DPMC may undertake the completion of the Project in any manner deemed appropriate. In that circumstance, the surety shall not be relieved of any of its payment and performance bond obligations.

12.2.8 If the unpaid balance of the Contract sum exceeds the cost of finishing the Work (including but not limited to liquidated damages for delays and all other remaining damages sustained by the State originating from such breach of Contract), such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and its surety shall be obligated to pay the difference to the DPMC promptly upon receipt of billing from the State, and this obligation shall survive the termination of the Contract.

12.3 OWNER'S RIGHT TO COMPLETE THE WORK

12.3.1 Alternatively, should the Contractor fail or refuse to correct its breach and default after receiving the required notice as provided under Section 12.2 hereof, the DPMC, in lieu of terminating the Contractor's employment, may provide for the correction and completion of all remaining Work by other means, and deduct all costs associated with such correction and completion from any undisbursed balance of funds (including earned retainage) remaining under the Contract. Such deduction may be documented by issuance of one or more deductive change orders. DPMC's correction or completion of Work under this paragraph shall not operate to waive, release or diminish the liability of the Contractor and its surety to the State for any breach or default by the Contractor.

12.4 TERMINATION FOR CONVENIENCE

12.4.1 The DPMC may, at any time, terminate the Contract in whole or in any part for the DPMC's convenience and without cause when the DPMC in its sole discretion views termination to be in the public interest.

12.4.2 Upon receipt of an order of Termination for Convenience, the Contractor shall not proceed with any item of work which is not specified in the Order of Termination. The Contractor shall complete all items of work specified in the termination order. Such work shall include punch list items and all work necessary to ensure the safety of the public, to properly secure existing work already constructed or partially constructed and to secure the Project Site. This work so ordered shall be performed in accordance with the Contract Documents, and may include items of work not in the original Contract. The Work performed shall be considered substantially complete upon completion and

acceptance of all items of work specified in the Order, except punch list items. After completion of the punch list items and all documents required by the Contract, the Contract shall terminate upon issuance of a Final Certificate and payment. The DPMC reserves the right to declare in default a Contractor who fails to carry out the conditions set forth in an Order of Termination for Convenience.

12.4.3 When the DPMC orders termination of the Contract for Convenience, all completed items of work as of that date will be paid for at the Contract prices.

12.4.3.1Payment for partially completed work will be paid for at agreed prices.

12.4.3.2 Payment for new items, if any, will be made either at agreed prices or in accordance with Article 10.

12.4.3.3Materials obtained by the Contractor for the Work but which have not been incorporated therein may, at the option of the State, be purchased from the Contractor at actual cost delivered to a prescribed location, or otherwise disposed of as mutually agreed.

12.4.4 Within sixty (60) days of the effective termination date, the Contractor shall submit claims for additional costs actually incurred, not covered above or elsewhere in the Contract. Such claims may include reasonable mobilization costs, overhead expenses attributable to the Work performed, Subcontractor costs not otherwise paid for, actual idle labor costs if Work is stopped in advance of the termination date. The DPMC will not compensate the Contractor for costs prohibited under provisions of the Contract and/or anticipated profits on work not performed.

12.4.5 If the DPMC terminates the Contractor for cause as provided under Article 12.2 of the General Conditions, and if a court of law subsequently determines such termination for cause to have been undertaken without lawful justification, then such termination shall be deemed a termination for convenience governed by this Article 12.4. In that event, recovery by the Contractor and/or the Contractor's surety shall be limited to those costs which are recoverable following a termination for convenience under this Article 12.4.

ARTICLE 13 – OTHER REQUIREMENTS

13.1 PREVAILING WAGE

13.1.1 The Contractor shall comply with the New Jersey Prevailing Wage Act Laws of 1963, Chapter 150, (N.J.S.A. 34:11-56.25 et seq.) and all amendments thereto, and this act is hereby made a part of every Contract entered into on behalf of the State of New Jersey through the DPMC, except those Contracts which are not within the contemplation of the Act. Provisions of the Act include the following stipulations and requirements:

a. All workers employed in the performance of every Contract in which the Contract sum is in excess of $2,000 and to which the DPMC is a party shall be paid not less than the prevailing wage rate as designated by the Commissioner, Division of Labor or his or her duly authorized representative.

(1) The Contractor performing public work for the DPMC and which is subject to the provisions of the Prevailing Wage Act, shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioner, Division of Labor. This posting shall include the effective date of any changes thereof, and shall be displayed in prominent and easily accessible places at the Site of the Work or at such place or places as are used by the Contractor/Subcontractor to pay workers' wages.

(2) At the time of the bid due date, the Bidder and any Subcontractors identified by the Bidder must be registered in accordance with "The Public Works Contractor Registration Act" (N.J.S.A. 34:11-56.48 et seq.) All questions regarding registration shall be addressed to:

Contractor Registration Unit
New Jersey Department of Labor
Division of Wage & Hour Compliance
P O Box 389
Trenton NJ 08625-0389
Telephone: 609-292-9464
FAX: 609-633-8591

b. In the event it is found that any worker, employed by any Contractor covered by any Contract in excess of $2,000 for any public work to which the DPMC is a party, has been paid a rate of wages less than the prevailing wage required by such Contract, DPMC may terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been failure to pay required wages, and may otherwise execute the Work to completion.

c. In the event that any Subcontractor retained by a Contractor on any Contract in excess of $2,000 for any public work to which the DPMC is a party, has been paid a rate of wages less than the prevailing wage required by such Contract, DPMC may terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been failure to pay required wages, and may

otherwise execute the Work to completion or may require that the Contractor immediately substitute a new Subcontractor at the costs set forth in the Contract.

d Nothing contained in the Prevailing Wage Act shall prohibit the payment of more than the prevailing wage rate to any worker employed on a Project.

e. The Contractor shall, as a condition of subcontract with any tier Subcontractor, require compliance with this section as a condition of Subcontract.

f. The State may audit the Contractor's conformance with the Prevailing Wage Act. If the result of such audit determines that the Contractor has not complied with the Prevailing Wage Act then such Contractor shall be responsible for the cost of this audit.

13.2 PATENTS

13.2.1 The Contractor shall hold and save the State and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for or on account of any patented or non-patented design, devise, invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the State, unless otherwise specifically stipulated in the Contract Documents.

13.2.2 License and/or royalty fees for the use design, devise, invention, process, article or appliance which is authorized by the State must be reasonable, and paid to the holder of the patent or his or her authorized licensee directly by the State and not by or through the Contractor.

13.2.3 If the Contractor uses any design, devise, invention, process, article or appliance covered by letters, patent or copyright, it shall provide for such use by suitable agreement with the State of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, devise, invention, process, article or appliance in any way involved in the Work.

13.2.4 The Contractor and/or its surety shall indemnify and save harmless the State from any and all claims for infringement by reason of the use of such patented or copyrighted devise, invention, process, article or appliance, or any trademark or copyright in connection with Work performed under this Contract, and shall defend and indemnify the State for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the execution of the Work or after the completion of the Work. This section shall survive the termination of the Contract.

13.3 RIGHT TO AUDIT

13.3.1 The State reserves the right to audit the records of the Contractor in connection with all matters related to its Contract. The Contractor agrees to maintain its records in accordance with "Generally Accepted Accounting Principles," for a period of not less than five (5) years after receipt of final payment. All charges must be supported by appropriate documentation, including, but not limited to canceled checks. All records

shall be made available to the New Jersey Office of the State Comptroller or other State audit agency upon request and at no cost to the State.

13.3.2 The Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller or other State audit agency upon request and at no cost to the State.

13.3.2 The Contractor shall develop, maintain and make available to the DPMC on request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, Change Orders, all original estimates, takeoffs and other bidding documents, all Subcontractor and supplier Contracts and changes, all records showing all costs and liabilities incurred or to be incurred in connection with the Project (including all Subcontractor and supplier costs), all payment records and all records showing all costs incurred in labor and personnel of any kind, records and other data as the State may request concerning work performed or to be performed under this Contract.

13.3.3 The Contractor acknowledges and agrees that no claim for payment which is premised to any degree upon actual costs of the Contractor shall be recognized or payable by the State except and to the extent that such actual costs are substantiated by records required to be maintained under these provisions.

13.3.4 The Contractor acknowledges and agrees that its obligation to establish, maintain and make available records and the State's right to audit as delineated herein shall extend to actual costs incurred by Subcontractors in performing work required under the Contract Documents. The Contractor shall require in each subcontract that the Subcontractor establish, maintain and make available to the State all records as defined and delineated herein, relating to all work performed under the Subcontractor including work performed by a sub-Subcontractor.

13.4 INSURANCE

13.4.1 Insurance To Be Carried By The Contractor:

The Contractor shall obtain and maintain, at its expense and for the duration of the contract, minimum insurance coverage set forth below. By requiring such minimum insurance, the State of New Jersey shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types.

a Commercial General Liability:

(1) Commercial General Liability (CGL)-ISO occurrence form CG001 or a substitute form providing a minimum coverage of $2,000,000 per occurrence for bodily injury liability and $2,000,000 per occurrence for property damage liability and shall cover liability arising from:

- Premises/Operations

- Independent Contractors
- Products/Completed Operations
- Personal and Advertising Injury
- Liability assumed under an insured contract (including defense cost assumed)

(2) The State of New Jersey shall be included as an additional insured under the CGL using ISO additional insured endorsement CG 20 10 and CG 20 37 or a substitute providing equivalent coverage, which endorsement shall include coverage for the State of New Jersey arising out of the completed operations of the contractor, and which coverage shall be maintained in effect for the benefit of the State of New Jersey for a period of three (3) years following the completion of the work specified in section 7.3 of this contract. Additional Insured coverage as required in this subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the State of New Jersey.

(3) The CGL general aggregate shall apply separately to this project using ISO CG 2503 form – designated construction projects(s) General Aggregate Limit.

(4) There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

(5) If not included in the policy form the CGL policy must be endorsed with a separation of insureds (severability of interests) endorsement.

(6) CGL policy must provide or be endorsed (ISO form CG 24 04) to provide for waiver of subrogation.

b Business Automobile Liability:

(1) Contractor and subcontractors shall maintain business auto liability insurance and such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

(2) The limits of liability shall be not less than $1,000,000 per occurrence for both bodily injury and property damage liability.

(3) Business Automobile coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later additions of CA 00 01.

(4) If required by law, the business auto policy shall be endorsed to provide pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos form

CA 99 48 and the Motor Carrier Act endorsement (MCS 90) shall be attached.

(5) Waiver of Subrogation -- Contractor waives all rights against the State of New Jersey for recovery of damages to the extent these damages are covered by the business auto liability insurance obtained by Contractor pursuant to Paragraph 2.0 of this Agreement.

c Workers Compensation: Workers Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction is required to protect the employees of the Contractor or any Subcontractor who will be engaged in the performance of this Contract. This insurance shall include employers' liability protection with a limit of liability not less than $500,000.

d Umbrella Liability: Contractor must maintain an Umbrella Liability Policy excess of the Commercial General Liability, Automobile Liability and Employer Liability coverage.

(1) The coverages of the umbrella policy must be as broad as the primary policies covered by this policy and include a "drop-down" provision if the primary coverage becomes impaired or exhausted.

13.4.2 Insurance To Be Carried By The State of New Jersey:

a Builders Risk Insurance: Unless otherwise provided in this agreement the State of New Jersey shall provide and maintain, in a company or companies lawfully authorized to do business in the jurisdiction which this project is located, Builders Risk Insurance in the amount of the initial contract amount as well as subsequent modifications for the entire project at the site on a replacement cost basis.

(1) The Builders Risk coverage shall be on an "All Risk of direct physical loss or damage" or equivalent policy form and include theft, earthquake, flood, temporary structures, demolition and increased cost of construction, architects fees and expenses.

Also the insurance must include coverage for Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) which shall cover insured Equipment during installation and testing. The Builders Risk insurance shall include the interest of the State of New Jersey, the general Contractor, subcontractors and sub-tier contractors in the project.

(2) The Builders Risk Policy shall cover all materials equipment and supplies, assemblies and furnishings intended for specific installation in the project while located at the site. The policy will cover portions of the work off site and portions of the work in transit subject to the policy sub-limits for these coverages.

(3) Waivers of Subrogation -- The State of New Jersey and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees and (2) the

Architect/Engineer, Architect/Engineer's Consultants, and any of their subcontractors, Sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by the Builders Risk insurance or any other property insurance applicable to the work.

(4) The Builders Risk policy will provide for a waiver of subrogation against all interested parties covered by the policy but only to the extent the loss is covered by the policy.

(5) The above insurance shall apply only to the work described in this contract, and shall not apply to alterations, repairs, maintenance and installations of systems, equipment and other items of work which do not result in creating additional habitable space. This insurance shall not protect against damage or loss to any of the Contractor's or Subcontractor's tools, equipment, scaffolding, staging towers or forms and Contractor's materials stored on Site which are not part of the construction Project,. It is understood that the Contractor will, at its own expense, carry all insurance which may be required to provide the necessary protection against such loss or damage herein described which shall contain a waiver of any right of subrogation against the State of New Jersey.

(6) Deductible Provisions -- The insurance protection described herein may contain a deductible clause. The State of New Jersey agrees to bear the cost of all deductibles of the Builders Risk Policy.

(7) Loss Reporting and Loss Adjustment – The Contractor will receive a Loss Reporting Form whenever Builders' Risk Insurance is written. This form includes appropriate loss reporting instructions. In the event of loss, the Contractor shall immediately notify the State of New Jersey, DPMC, in writing, and take any other appropriate steps as may be required under the standard builders' risk insurance policy in effect. Upon the occurrence of any loss or damage prior to the acceptance of the building by the State, the Contractor shall, at the State's option, replace and repair the damaged work as originally provided in the drawings and specifications at no additional compensation to that provided in the original Contract.

(8) Status Trustee for Loss Adjustment -- All losses will be adjusted with, and payable to, the State of New Jersey, as trustee for the insured as their interests may appear. The Contractor shall be named jointly with the State in all policies of insurance, all of which shall be open to inspection by the State.

(9) This provision shall not relieve the Contractor from its obligation to complete, according to plans and specifications, the Project covered by the Contract, and the Contractor and its surety shall be obligated to full performance of the Contractor's undertaking.

13.5 ASSIGNMENT OF ANTITRUST CLAIMS

13.5.1 The Contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this Contract, the Contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions, instrumentalities, and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods or services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this Contract.

13.5.2 In connection with this assignment, the following are the express obligations of the Contractor:

a. The Contractor will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.

b. The Contractor will advise the Attorney General of New Jersey and DPMC:

(1) in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and/or

(2) immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the tendency of such action.

c. The Contractor will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the Contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such Notice will be sent to the Attorney General of New Jersey and the DPMC.

13.5.3 It is understood and agreed that in the event any payment under any such claim or cause of action is made to the Contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

END, GENERAL CONDITIONS

TABLE OF CONTENTS

DOCUMENT 000115 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled “Cover Sheet”, as modified by subsequent Addenda and Contract modifications.

END OF DOCUMENT 000115

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work by Owner.
4. Access to site.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and Drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Campsite Electric and Water Service for Belleplain State Forest, DPMC Project No. P1173-00.

1. Project Location: 1 Henkinsifkin Road, Woodbine, NJ 08270.

B. Owner: New Jersey Department of Property Management and Construction (DPMC), Trenton, NJ.

1. Owner's Representative: Cristina Zozzaro.

C. Using Agency: New Jersey Department of Environmental Protection.

1. Using Agency’s Representative: William C. White.

D. Engineer: Gillan & Hartmann, Inc. The term “Architect”, where used in these specifications, shall mean Gillan & Hartmann, Inc.

E. Engineer's Consultants: Engineer has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Site Civil: French and Parrello Associates.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

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

1. Site work including excavation, backfill and site restoration;
2. New underground potable water mains;
3. Connections to water company mains;
4. Valve boxes and yard hydrants;
5. New underground wiring;
6. RV power pedestals;
7. Panelboards;
8. Empty conduit for future WiFi.
9. and other Work indicated in the Contract Documents.

B. Type of Contract:

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

1.5 WORK BY OWNER

A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

B. Concurrent Work: Owner will perform the following construction operations at Project site. Those operations will be conducted simultaneously with Work under this Contract.

1. DPMC will engage Atlantic City Electric to provide new transformers throughout the site. Refer to electrical drawings for locations.

1.6 ACCESS TO SITE

A. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.7 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways and other adjacent occupied or used facilities. Do not close or obstruct walkways or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.8 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work at the existing site to normal business working hours of 7 a.m. to 4 p.m., Monday through Friday, unless otherwise indicated.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.
2. Obtain Owner’s written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.

E. Restricted Substances: Use of tobacco products inside buildings is not permitted.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

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

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

1.3 DEFINITIONS

A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1: Removal of unsatisfactory soil and replacement with satisfactory soil material.

1. Description: Unsatisfactory soil excavation and disposal off-site and replacement with satisfactory fill material or engineered fill from off-site, as required, according to Specification Section entitles "Earthwork."
2. Unit of Measurement: Cubic yard of soil excavated, based on in-place surveys of volume before and after removal.

B. Unit Price No. 2: Paved area valve box.

1. Description: Paved area valve box including concrete collar, concrete blocks and 2-inch gate valve.
2. Unit of Measurement: Each.

C. Unit Price No. 3: Unpaved area valve box.

1. Description: Unpaved area valve box including concrete collar, concrete blocks and 2-inch gate valve.
2. Unit of Measurement: Each.

D. Unit Price No. 4: Underground ductile iron piping, 6-inch diameter.

1. Description: Underground ductile iron piping, 6-inch diameter including all required excavation and backfill.
2. Unit of Measurement: Per foot.

E. Unit Price No. 5: Underground PVC piping, 1-inch diameter.

1. Description: Underground PVC piping, 1-inch diameter including all required excavation and backfill
2. Unit of Measurement: Per foot.

F. Unit Price No 6: Underground PVC piping, 1-1/4-inch diameter.

1. Description: Underground PVC piping, 1-1/4-inch diameter including all required excavation and backfill
2. Unit of Measurement: Per foot.

G. Unit Price No 7: Underground PVC piping, 1-1/2-inch diameter.

1. Description: Underground PVC piping, 1-1/2-inch diameter including all required excavation and backfill
2. Unit of Measurement: Per foot.

H. Unit Price No 8: Underground PVC piping, 2-inch diameter.

1. Description: Underground PVC piping, 2-inch diameter including all required excavation and backfill
2. Unit of Measurement: Per foot.

I. Unit Price No 9: Underground PVC piping, 2-1/2-inch diameter.

1. Description: Underground PVC piping, 2-1/2-inch diameter including all required excavation and backfill
2. Unit of Measurement: Per foot.

J. Unit Price No 10: Underground PVC piping, 3-inch diameter.

1. Description: Underground PVC piping, 3-inch diameter including all required excavation and backfill
2. Unit of Measurement: Per foot.

K. Unit Price No 11: Underground PVC piping, 4-inch diameter.

1. Description: Underground PVC piping, 4-inch diameter including all required excavation and backfill
2. Unit of Measurement: Per foot.

L. Unit Price No 12: Underground PVC piping, 6-inch diameter.

1. Description: Underground PVC piping, 6-inch diameter including all required excavation and backfill
2. Unit of Measurement: Per foot.

M. Unit Price No. 13: Freeze proof yard hydrant.

1. Description: Freeze proof yard hydrant, including excavation and backfill.
2. Unit of Measurement: Each.

N. Unit Price No. 14: RV power pedestal.

1. Description: RV power pedestal, including all wiring, excavation and backfill.
2. Unit of Measurement: Each.

O. Unit Price No. 15: Direct burial cable, 3C #4/0 with ground.

1. Description: 3-conductor, aluminum direct burial cable including all excavation and backfill.
2. Unit of Measurement: Per foot.

P. Unit Price No. 16: Direct burial cable, 3C #250 MCM with ground.

1. Description: 3-conductor, aluminum direct burial cable including all excavation and backfill.
2. Unit of Measurement: Per foot.

Q. Unit Price No. 17: Direct burial cable, 3C #350 MCM with ground.

1. Description: 3-conductor, aluminum direct burial cable including all excavation and backfill.
2. Unit of Measurement: Per foot.

R. Unit Price No. 18: Electrical handhole.

1. Description: In-ground handhole, 12”x24”x24” in size including excavation and backfill.
2. Unit of Measurement: Each.

END OF SECTION 012200

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Coordination drawings.
3. Project meetings.

B. Contractor and all subcontractors shall participate in coordination requirements.

1.3 DEFINITIONS

A. RFI: Request for Information. Request from Owner, Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room in temporary field office. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Coordination: Contractor shall coordinate its construction operations with those of other subcontractors and entities to ensure efficient and orderly installation of each part of the Work.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with subcontractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate subcontractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

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

1.6 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is

required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

    a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    b. Coordinate the addition of trade-specific information to coordination drawings in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
    c. Indicate functional and spatial relationships of all components.
    d. Indicate required installation sequences.
    e. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Site Plans: Show plumbing and electrical Work.
2. Plumbing Work: Show the following:

    a. Sizes and elevations of underground piping.
    b. Locations of post hydrants.

3. Electrical Work: Show the following:

    a. Runs of underground conduit.
    b. RV power pedestals.
    c. Panelboard locations.
    d. Location of pull boxes and junction boxes, dimensioned from existing structures.

4. Review: Engineer will review coordination drawings to confirm that in general the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Engineer determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Engineer will so inform Contractor, who shall make suitable modifications and resubmit.

C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:

1. File Preparation Format: DWG, Version 2018 or earlier version, operating in Microsoft Windows operating system.
2. File Submittal Format: Submit or post coordination drawing files using PDF format.

3. Engineer will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.

    a. Engineer makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
    b. Digital Data Software Program: Drawings are available in AutoCad 2018 or earlier version if requested by the Contractor
    c. Contractor shall sign an Indemnification Agreement which will be provided by the Engineer.

1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

A. Use of Engineer's Digital Data Files: Upon signing G&H "Use and Indemnification Agreement" digital data files of Engineer's AutoCad drawings will be provided by Engineer for Contractor's use during construction.

1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
2. Engineer makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.

B. PDF Document Preparation: Where PDFs are required to be submitted to Engineer, prepare as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.8 PROJECT MEETINGS

A. General: DPMC will schedule biweekly Construction Project Meetings at Project site unless otherwise indicated.

B. Coordination Meetings: Conduct Project coordination meetings at biweekly intervals. Project coordination meetings are in addition to Construction Project Meetings.

1. Attendees: Each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of

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

b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.

c. Review present and future needs of each subcontractor present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site use.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Status of RFIs.
14) Proposal Requests.
15) Change Orders.
16) Pending changes.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's Construction Schedule.
2. Construction schedule updating reports.
3. Daily construction reports.
4. Material location reports.
5. Site condition reports.
6. Unusual event reports.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Event: The starting or ending point of an activity.

C. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

D. Resource Loading: The allocation of manpower and equipment necessary for completing an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF.

B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

C. Construction Schedule Updating Reports: Submit with Applications for Payment.

D. Daily Construction Reports: Submit at bi-weekly intervals.

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

F. Unusual Event Reports: Submit at time of unusual event.

G. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

A. Prescheduling Conference: Conduct conference at Project site to review methods and procedures related to the preliminary construction schedule and Contractor's Construction Schedule, including, but not limited to, the following:

1. Discuss constraints, including phasing, work stages, area separations, interim milestones and partial Owner occupancy.
2. Review submittal requirements and procedures.
3. Review time required for review of submittals and resubmittals.
4. Review requirements for tests and inspections by independent testing and inspecting agencies.
5. Review time required for Project closeout and Owner startup procedures.
6. Review and finalize list of construction activities to be included in schedule.
7. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.7 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for commencement of the Work, the Notice of Award, the Notice to Proceed to date of Substantial Completion and final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer’s administrative procedures necessary for certification of Substantial Completion.
6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work Restrictions: Show the effect of the following items on the schedule:

    a. Coordination with existing construction.
    b. Limitations of continued occupancies.
    c. Uninterruptible services.
    d. Partial occupancy before Substantial Completion.
    e. Use-of-premises restrictions.
    f. Provisions for future construction.
    g. Seasonal variations.
    h. Environmental control.

3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

    a. Subcontract awards.
    b. Submittals.
    c. Purchases.
    d. Fabrication.
    e. Deliveries.
    f. Installation.

g. Tests and inspections.
h. Adjusting.
i. Startup and placement into final use and operation.

4. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

a. Completion of plumbing installation.
b. Completion of electrical installation.
c. Substantial Completion.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and the Contract Time.

F. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

H. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.8 GANTT-CHART SCHEDULE REQUIREMENTS

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

1.9 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Testing and inspection.
8. Accidents.
9. Meetings and significant decisions.
10. Unusual events.
11. Stoppages, delays, shortages, and losses.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

C. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

1. Submit unusual event reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Periodic construction photographs.
3. Final completion construction photographs.

1.3 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files within five days of taking photographs.

1. Submit photos on CD-ROM or thumb-drive. Include copy of key plan indicating each photograph's location and direction.
2. Identification: Provide the following information with each submission:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of Engineer.
d. Name of Contractor.
e. Date photograph was taken.
f. Description of location, vantage point, and direction.
g. Unique sequential identifier keyed to accompanying key plan.

1.4 FORMATS AND MEDIA

A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels, and with vibration-reduction technology. Use flash in low light levels or backlit conditions.

B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

C. Metadata: Record accurate date and time from camera.

D. File Names: Name media files with date and sequential numbering suffix.

1.5 CONSTRUCTION PHOTOGRAPHS

A. Photographer: Engage a qualified photographer to take construction photographs.

B. General: Take photographs with maximum depth of field and in focus.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

C. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points.

D. Periodic Construction Photographs: Take 50 photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.

E. Final Completion Construction Photographs: Take 100 photographs after date of Substantial Completion for submission as Project Record Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Engineer.
4. Name of Construction Manager, if applicable.
5. Name of Contractor.
6. Name of firm or entity that prepared submittal.
7. Names of subcontractor, manufacturer, and supplier.
8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
9. Category and type of submittal.
10. Submittal purpose and description.
11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
12. Drawing number and detail references, as appropriate.

13. Indication of full or partial submittal.
14. Location(s) where product is to be installed, as appropriate.
15. Other necessary identification.
16. Remarks.
17. Signature of transmitter.

B. Options: Identify options requiring selection by Engineer.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Engineer on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package and transmit to Engineer by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Engineer.

    a. Engineer will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.

2. All submittals must be submitted within 14 days of the Notice to Proceed.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 14 days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer action stamp.

1.6 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Statement of compliance with specified referenced standards.
    d. Testing by recognized testing agency.
    e. Application of testing agency labels and seals.
    f. Notation of coordination requirements.
    g. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams that show factory-installed wiring.

b. Printed performance curves.
c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Engineer's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

D. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

E. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

F. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

1.7 CONTRACTOR'S REVIEW

A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Engineer will not review submittals received from Contractor that do not have Contractor's review and approval.

1.8 ENGINEER'S REVIEW

A. Action Submittals: Engineer will review each submittal, indicate corrections or revisions required, and return it.

1. PDF Submittals: Engineer will indicate, via markup on each submittal, the appropriate action.

B. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Engineer will return submittals received from sources other than Contractor.

F. Submittals not required by the Contract Documents will be returned by Engineer without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and quality-control services required by Engineer, Owner or authorities having jurisdiction are not limited by provisions of this Section.
4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Engineer.

1.4 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

1.5 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Engineer for direction before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.6 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.

D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

F. Reports: Prepare and submit certified written reports and documents as specified.

G. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Engineer. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's Construction Schedule.

B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including Subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
2. Special inspections required by authorities having jurisdiction and indicated on the Statement of Special Inspections.
3. Owner-performed tests and inspections indicated in the Contract Documents.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Engineer has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, telephone number, and email address of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

1.9 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

D. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

E. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

F. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.10 QUALITY CONTROL

A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Engage a qualified testing agency to perform quality-control services.
3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

B. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

C. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.

5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform duties of Contractor.

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspection equipment at Project site.

F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

G. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's Construction Schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Engineer.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Engineer's reference during normal working hours.

1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to testing agencies, and authorities having jurisdiction.

1.4 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.

C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

D. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold.

E. Dust- and HVAC-Control Plan: Submit narrative that indicates the dust-control measures proposed for use, proposed locations, and proposed time frame for their operation.

1.5 QUALITY ASSURANCE

A. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

A. Field Office, General: Mobile unit with serviceable finishes, temperature controls and foundations adequate for normal loading.

B. Field office shall be of sufficient size to accommodate needs of Owner, Architect and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:

1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot square tack and marker boards.
3. Drinking water and private toilet.
4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
5. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
6. Laptop computer with “hot spot” capability and desktop printer/scanner.

2.2 EQUIPMENT

A. If required, provide portable generators to provide required electricity.

B. Provide portable toilet facilities as required for the work force. Locate as directed by Owner.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Service: Contractor is permitted to connect to Owner's existing water hydrants. Provide backflow prevention devices. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

D. Electric Power Service: Provide portable generators as required.

3.4 SUPPORT FACILITIES INSTALLATION

A. If required, construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Section 312000 "Earth Moving."
3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.
3. The campground will be closed to the public during construction.

C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Temporary Erosion and Sedimentation Control: Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 311000 "Site Clearing."

1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Comply with requirements specified in Section 015639 "Temporary Tree and Plant Protection."

F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.

G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

H. Contractor is responsible for site security and safety.

3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

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SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

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 general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

1.3 DEFINITIONS

A. Caliper (DBH): Diameter breast height; diameter of a trunk as measured by a diameter tape at a height 54 inches (1372 mm) above the ground line for trees with caliper of 8 inches (200 mm).

B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.

C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and defined by a circle concentric with each tree with a radius 12 times the tree's caliper size and with a minimum radius of 96 inches (2400 mm) unless otherwise indicated.

D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:

a. Tree-service firm's personnel, and equipment needed to make progress and avoid delays.
b. Quality-control program.
c. Coordination of Work and equipment movement with the locations of protection zones.
d. Trenching by hand or with air spade within protection zones.
e. Field quality control.

1.5 INFORMATIONAL SUBMITTALS

A. Certification: From Contractor, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.

B. Maintenance Recommendations: From Contractor, for care and protection of trees affected by construction during and after completing the Work.

C. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.

1. Use sufficiently detailed photographs or video recordings.
2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

1.6 QUALITY ASSURANCE

A. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project.

1.7 FIELD CONDITIONS

A. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Moving or parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

B. Do not direct vehicle or equipment exhaust toward protection zones.

C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements:

1. Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2-inch (50-mm) opening, 0.148-inch- (3.76-mm-) diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch- (60-mm-) OD line posts, and 2-7/8-inch- (73-mm-) OD corner and pull posts with 0.177-inch- (4.5-mm-) diameter top tension wire and 0.177-inch- (4.5-mm-) diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.

   a. Height: 48 inches (1200 mm)

2. Plywood Protection-Zone Fencing: Plywood framed with four 2-by-4-inch (50-by-100-mm) rails, with 4-by-4-inch (100-by-100-mm) preservative-treated wood posts spaced not more than 96 inches (2400 mm) apart.

   a. Height: 48 inches (1200 mm)

3. Wood Protection-Zone Fencing: Constructed of two 2-by-4-inch (50-by-100-mm) horizontal rails, with 4-by-4-inch (100-by-100-mm) preservative-treated wood posts spaced not more than 96 inches (2400 mm) apart, and lower rail set halfway between top rail and ground.

   a. Height: 48 inches (1200 mm).

4. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch (50-mm) maximum opening in pattern and weighing a minimum of 0.4 lb/ft. (0.6 kg/m); remaining flexible from minus 60 to plus 200 deg F (minus 16 to plus 93 deg C); inert to most chemicals and acids; minimum tensile yield strength of 2000 psi (13.8 MPa) and ultimate tensile strength of 2680 psi (18.5 MPa); secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches (2400 mm) apart.

   a. Height: 48 inches (1200 mm).
   b. Color: High-visibility orange, nonfading.

5. Gates: Single-swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones; leaf width 36 inches (914 mm).

B. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes pre-punched and reinforced; legibly printed with nonfading lettering and as follows:

1. Lettering: 3-inch- (75-mm-) high minimum, black characters on white background.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

B. Prepare written report listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Flag each tree trunk at 54 inches (1372 mm) above the ground.

B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated. Do not exceed indicated thickness of mulch.

1. Apply 4-inch (100-mm) uniform thickness of organic mulch unless otherwise indicated. Do not place mulch within 6 inches (150 mm) of tree trunks.

3.3 PROTECTION ZONES

A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.

1. Chain-Link Fencing: Install to comply with ASTM F567 and with manufacturer's written instructions.
2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Engineer.
3. Access Gates: Install where indicated; adjust to operate smoothly, easily, and quietly; free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Engineer. Install one sign spaced approximately every 20 feet (6 m) on protection-zone fencing, but no fewer than four signs with each facing a different direction.

C. Maintain protection zones free of weeds and trash.

D. Maintain protection-zone fencing and signage in good condition as acceptable to Engineer and remove when construction operations are complete, and equipment has been removed from the site.

3.4 EXCAVATION

A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 312000 "Earthwork" unless otherwise indicated.

B. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots.

C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches (75 mm) back from new construction and as required for root pruning.

D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.5 ROOT PRUNING

A. Prune tree roots that are affected by temporary and permanent construction. Prune roots as follows:

1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
2. Cut Ends: Do not paint cut root ends
3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
4. Cover exposed roots with burlap and water regularly.
5. Backfill as soon as possible according to requirements in Section 312000 "Earthwork."

B. Root Pruning at Edge of Protection Zone: Prune tree roots 12 inches (300 mm) outside of the protection zone by cleanly cutting all roots to the depth of the required excavation.

C. Root Pruning within Protection Zone: Clear and excavate by hand or with air spade to the depth of the required excavation to minimize damage to tree root systems. If excavating by hand, use narrow-tine spading forks to comb soil to expose roots. Cleanly cut roots as close to excavation as possible.

3.6 CROWN PRUNING

A. Prune branches that are affected by temporary and permanent construction.

1. Prune to remove only injured, broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.
2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.
3. Pruning Standards: Prune trees according to ANSI A300 (Part 1)

B. Cut branches with sharp pruning instruments; do not break or chop.

C. Do not paint or apply sealants to wounds.

D. Provide subsequent maintenance pruning during Contract period as required.

E. Chip removed branches and spread over areas identified by Engineer or dispose of off-site.

3.7 REGRADING

A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees.

1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.

C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

D. Minor Fill within Protection Zone: Where existing grade is 2 inches (50 mm) or less below elevation of finish grade, fill with backfill soil. Place backfill soil in a single uncompacted layer and hand grade to required finish elevations.

3.8 FIELD QUALITY CONTROL

A. Inspections: Contractor shall direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.9 REPAIR AND REPLACEMENT

A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Engineer.

1. Submit details of proposed pruning and repairs.
2. Perform repairs of damaged trunks, branches, and roots within 24 hours.

3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Engineer.

B. Trees: Remove and replace trees indicated to remain that are more than 50 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Engineer determines are incapable of restoring to normal growth pattern.

1. Small Trees: Provide new trees of same size and species as those being replaced for each tree that measures 4 inches (100 mm) or smaller in caliper size.
2. Large Trees: Provide one new tree(s) of 6-inch (150-mm) caliper size for each tree being replaced that measures more than 6 inches (150 mm) in caliper size.

a. Species: As selected by Engineer.

3. Plant and maintain new trees as specified in Section 329300 "Plants."

C. Excess Mulch: Rake mulched area within protection zones, being careful not to injure roots. Rake to loosen and remove mulch that exceeds a 2-inch (50-mm) uniform thickness to remain.

D. Soil Aeration: Where directed by Engineer, aerate surface soil compacted during construction. Aerate 10 feet (3 m) beyond drip line and no closer than 36 inches (900 mm) to tree trunk. Drill 2-inch- (50-mm-) diameter holes a minimum of 12 inches (300 mm) deep at 24 inches (600 mm) o.c. Backfill holes with an equal mix of augered soil and sand.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION 015639

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved by Engineer through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that

does meet the requirements of the specifications. Submit a comparable product request, if applicable.

1.4 ACTION SUBMITTALS

A. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify basis-of-design product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within seven days of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

    a. Form of Engineer's Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
    b. Use product specified if Engineer does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Engineer will determine which products shall be used.

B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:

    a. Name of product and manufacturer.

b. Model and serial number.
c. Capacity.
d. Speed.
e. Ratings.

3. See individual identification sections in other Divisions for additional identification requirements.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project site.
3. Store products that are subject to damage by the elements, under cover.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written storage instructions..
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Engineer will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

    a. Submit additional documentation required by Engineer in order to establish equivalency of proposed products. Evaluation of "or equal" product status is by the Engineer, whose determination is final.

B. Product Selection Procedures:

1. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

    a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: …"

2. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, which complies with requirements.

    a. Non-limited list of products is indicated by the phrase: "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following: …"

3. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

    a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: …"

4. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, which complies with requirements.

    a. Non-limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following: …"

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

    a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer may return requests without action, except to record noncompliance with these requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
2. Evidence that proposed product provides specified warranty.

3. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
4. Samples, if requested.

B. Submittal Requirements: Approval by the Engineer of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Coordination of Owner-installed products.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of water-service piping; underground electrical services; and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where

indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
2. List of detrimental conditions, including substrates.
3. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Repair or remove and replace damaged, defective, or nonconforming Work.

1. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

D. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

E. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

F. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

A. Construction Waste: Site improvement materials and other solid waste resulting from construction operations. Construction waste includes packaging.

B. Demolition Waste: Site improvement materials resulting from demolition operations.

C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

B. Historic items and similar objects and other items of interest or value to Owner that may be uncovered during excavation remain the property of Owner.

1. Carefully remove in a manner to prevent damage and promptly return to Owner.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.

B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

3.2 DISPOSAL OF WASTE

A. General: Remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

B. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Complete startup and testing of systems and equipment.
3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
4. Advise Owner of changeover in utility services.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment.
2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

4. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Engineer.
    d. Name of Contractor.
    e. Page number.

4. Submit list of incomplete items in the following format:

    a. MS Excel or Word electronic file. Engineer will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

D. Warranties in Paper Form:

1. Bind warranties and bonds in operation and maintenance manuals.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Construction Waste Disposal: Comply with state and local waste disposal requirements.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

2. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 017700

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1. The Using Agency/Owner retains the right of first refusal. Review removed items with the Using Agency/Owner and carefully salvage in a manner to prevent damage and promptly return to Owner.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.3 INFORMATIONAL SUBMITTALS

A. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

B. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.4 FIELD CONDITIONS

A. Owner will occupy portions of site immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Professional of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Professional and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.5 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video and templates.

1. Comply with requirements specified in Section 013233 "Photographic Documentation."
2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Arrange to shut off utilities with utility companies.
2. Disconnect, demolish, and remove plumbing, systems, equipment, and components indicated on Drawings to be removed.

a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
c. Equipment to Be Removed: Disconnect and cap services and remove equipment.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

B. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

END OF SECTION 024119

SECTION 220010 - GENERAL REQUIREMENTS SITE PLUMBING

PART 1 - GENERAL REQUIREMENTS SITE PLUMBING

1.1 GENERAL

A. The conditions of Division 01 apply to each and every Trade Contractor or other person or persons supplying any material or labor entering this building, either directly or indirectly. In the event of a conflict between Section 220010 and Division 01, the terms of Division 01 shall govern.

B. One Trade, the Site Plumbing Trade, will be covered by these General Requirements Site Plumbing.

C. For simplicity, this Trade will be referred to further herein as the Plumbing Trade Contractor. The Plumbing Specifications and all Plumbing Drawings, together with all addenda make-up the Plumbing Contract Documents, and are a part of the "Project Contract Documents", as described throughout these specifications.

D. The term "Electrical Trade" as used in the Contract Documents, means the Electrical Trade Contractor.

E. The term "indicated" means all information included, detailed, shown and/or implied on the Contract Documents.

F. The term "existing" is used generally in reference to renovation projects. On new construction projects, the term "existing" is intended to mean work already in place.

1.2 SCOPE AND OBJECTIVES OF THE PLUMBING WORK

A. Scope of work includes, but is not limited to, the following:

1. Submittals including product data, shop drawings and samples;
2. Removal of selected plumbing hydrants, piping and accessories;
3. New piping and valves;
4. New domestic water service to multiple RV sites across three individual campgrounds
5. Owner training;
6. Preparation of coordination drawings;
7. Periodic inspection of completed work to confirm compliance with Contract Documents;
8. Refer to Division 01 Section "Summary" for additional information.

1.3 INTENT OF THE PLUMBING CONTRACT DOCUMENT

A. The intent of the Plumbing Contract Documents is to include all items and labor necessary for the proper execution and completion of the Work of the Plumbing Trade Contractor. The Contract Documents of all Trades are complimentary to each other; what is required by one shall be as binding as if required by all. Performance of the Plumbing Trade Contractor is required only to the extent consistent with the Project Contract Documents and reasonably inferable from them as being necessary to produce the desired results.

B. It is expressly stipulated that neither the Drawings nor the Specifications shall take precedence over the other, and it is further stipulated that the Architect/Engineer may interpret or construe the Drawings and Specifications so as to secure in all cases the result most consistent with the needs and requirements of the work. In the event of such ambiguity or discrepancy, comply with the higher cost product (material plus labor), the more stringent requirement, and supply the better quality or greater quantity of work.

1.4 PROPOSAL PREPARATION

A. Prior to submitting a pricing quotation/proposal, proceed as follows, and include the following:

1. Visit the site (recommended), survey, record, confirm and include in the scope of work, all material and labor necessary to install the equipment and systems indicated. Use the Contract Documents as diagrammatic in nature, since they are not intended to show all details which may affect the plumbing bid proposal.
2. Include the work, as applicable, to remove and dispose of plumbing fixtures, piping, insulation, equipment and appurtenances, not required for new work, unless otherwise indicated to be abandoned in place.
3. Include all disconnections, removals and temporary provisions required to permit rigging, installation, connection, testing and operation of the new equipment. Include all such provisions whether or not shown, detailed or specified within technical sections of the Contract Documents.
4. Include in the work, providing the labor of Keymen, including, but not limited to the following:

    a. One Project Manager;
    b. One Project Foreman.

5. Foreman must refine the detail, layout, coordination and fit of all of the plumbing equipment. Plan all disconnections, removals, offsets, temporary provisions, as required, to fit the new equipment into the space, and as required to accommodate maintenance accessibility and service access.
6. Project Manager must maintain and submit for approval, a written project schedule, on a weekly basis.
7. All Project Manager must organize, administrate, control and log the RFI process for their respective trade. Where applicable, submit all RFI(s) for master RFI log maintained by Lead/Prime Contractor.

B. In preparing a Bid Price: Refer to the Instructions to Bidders and General Conditions Section.

1.5 HAZARDOUS MATERIALS

A. The use of asbestos, PCB's or any material or product containing hazardous materials in the performance of this contract is not permitted. Certify, in writing, that no hazardous material or product containing a hazardous material, has been furnished or installed.

1.6 DRAWINGS AND SPECIFICATIONS

A. It is the intent of the specifications and drawings to include under each item all materials, apparatus and labor necessary to properly install, equip, adjust and put into perfect operation the respective portions of the installations specified and to so interconnect the various items or sections of the work as to form a complete and properly operating whole.

B. Any apparatus, machinery, small items not mentioned in detail which are necessary to complete or perfect any portion of the installation in a substantial manner and in compliance with the requirements stated, implied or intended must be furnished and/or installed without extra cost to the Project. This includes all materials, devices or methods peculiar to the machinery, apparatus or systems furnished and/or installed by the Plumbing Trade Contractor.

C. In referring to drawings, figured dimensions take precedence over scale measurements. Verify all wall locations, ceiling heights, elevations, dimensions, etc. on the architectural drawings, where applicable. Discrepancies must be referred to the Engineer for decision. Certify and verify all dimensions, routings and layouts in the field and on the coordination drawings before ordering material or commencing work.

D. Any work called for in the specifications, but not mentioned or shown on the drawings, or called for on the drawings, but not mentioned in the specifications, must be furnished and/or installed as though called for in both.

E. The term "Provide" means "Furnish and Install". Neither term will be used generally in these specifications, but will be assumed. The term "Furnish" means to obtain and deliver to the job site for installation by other trades.

1.7 LAWS, ORDINANCES, REGULATIONS AND PERMITS

A. The entire plumbing system in all and/or in part must conform to all pertinent laws, ordinances and regulations of all bodies having jurisdiction, notwithstanding anything in these drawings or specifications to the contrary.

B. Refer to the Instructions to Bidders and General Conditions Section.

1.8 CONNECTIONS TO UTILITIES

A. Apply for and obtain services from Utility Companies and municipalities. All charges for which Utility Companies and municipalities must be reimbursed must be paid for by the Plumbing Trade Contractor at no additional cost to the Project.

1.9 TESTS

A. The following requirements are supplementary to tests specified for individual equipment or systems in other specification sections. Give written notice of date of test in ample time to all concerned.

B. Concealed or insulated work must remain uncovered until all required tests have been completed; but if construction schedule requires, arrange for partial tests on portions of systems as approved. If a Prime Contractor covers or directs a Sub-Contractor to cover plumbing work prior to completing the required tests, the Prime Contractor is responsible for any additional costs related to completing the required tests.

C. As soon as conditions permit, conduct preliminary tests of equipment to ascertain compliance with specified requirements. Make needed changes, adjustments and/or replacements as preliminary tests may indicate, prior to acceptance tests.

D. Conduct pressure, performance and operating tests as specified or required for each system or piece of equipment installed, modified or affected under this contract in presence of the Engineer or Owner as well as a representative of agencies having jurisdiction.

E. Obtain Certificates of Approval and/or Acceptance as specified or required in compliance with regulations of agencies having jurisdiction. Work will not be deemed complete until such Certificates have been delivered to the Engineer.

F. Prove conclusively, by testing, that Plumbing systems operate properly, efficiently and quietly in accordance with intent of drawings, specifications and most widely used construction practices.

1.10 CLEANING

A. Be responsible for the following:

1. Removal of all lumber, refuse, metal, piping and debris from site resulting from plumbing work.
2. Cleaning drippings created by the plumbing work, from finished work of other Trades.
3. Cleaning, polishing, waxing of plumbing work as required.

B. After testing, and acceptance of all work by the Engineer and the Owner, thoroughly clean all plumbing equipment and material to the satisfaction of the Engineer.

1.11 INSTRUCTING OWNER'S PERSONNEL

A. After all tests and adjustments have been made, fully instruct the representatives of the Owner in all details of operation of the equipment installed under the Plumbing Contract Documents.

B. Operate equipment for sufficient length of time to satisfy Engineer that requirements of Contract Documents have been fulfilled.

C. Prepare digital recording of each Owner training session on compact disc.

1.12 OPERATING AND MAINTENANCE INSTRUCTIONS

A. Submit digital format PDF of Operating and Maintenance Instructions to the Engineer for review and processing.

B. Upon completion of the Engineer's review and processing of digital format PDF of the Operating and Maintenance Instructions, submit three (3) copies of the final version of the printed instructions to the Owner. Bind instructions in separate, hardback, 3-ring loose leaf binders.

C. Prepare instruction books by sections and include detailed Operating and Maintenance Instructions for all components of all systems, including wiring, and piping diagrams necessary for clarity. Identify the covers with the name of the project and the words "Operating and Maintenance Instructions - Plumbing".

D. Each section must have labeled tabs and be clearly marked with equipment or system name and contain detailed parts list data, ordering information therefore and the name, address and telephone number of the closest supply source.

E. All instructional data must be neatly and completely prepared to the satisfaction of the Engineer.

F. Provide complete copy of all warranties in separate tab with the binder.

G. Provide copies of the as-built drawings in the manuals.

H. Provide copy of each submittal for each piece of equipment on the project, complete with all tag numbers, Contractor's Transmittal Cover Sheet and Engineer's final Submittal Review Sheet.

I. Provide compact disc of Owner training sessions with the manuals.

1.13 GUARANTEE

A. All material, equipment and workmanship must be in first class operating condition in every respect at time of acceptance by Owner. Acceptance by the Owner will be by letter written to the Plumbing Trade Contractor.

B. Unconditionally guarantee in writing all materials, equipment and workmanship for a period of one (1) year from date of acceptance by Owner. During the guarantee period, repair or replace, at the Plumbing Trade Contractor's expense, any materials, equipment or workmanship in which defects may develop and provide free service for all equipment and systems involved in the contract during this guarantee period. Beneficial use of any system by the any of the Trade Contractors during construction does not constitute acceptance by the Owner. Time period of this beneficial use cannot be included in the guarantee period.

C. Guarantee must also include restoration to its original condition of all adjacent work that is disturbed in fulfilling this guarantee.

D. All such repairs and/or replacements must be made without delay and at the convenience of the Owner.

E. Guarantees furnished by Trade Contractors and/or equipment manufacturers must be counter-signed by the related Trade Contractor for joint and/or individual responsibility for subject item.

F. Manufacturers' equipment guarantees or warranties extending beyond the guarantee period described in item B above must be transferred to the Owner along with the Trade Contractor's guarantees.

1.14 ENTRANCE OF EQUIPMENT

A. Determine the method of equipment entrance during initial site visit prior to bidding.

B. Perform all necessary rigging required for completion of plumbing work.

C. Deliver products to the site properly identified with names, model numbers, types, grades, compliance labels and other information needed for identification. Deliver products and equipment to the site properly weatherproofed.

D. The Trade Contractor who furnishes or purchases the product or equipment is responsible to provide and maintain protection from the weather, dust, dirt, construction debris, etc. until the project is complete.

E. For all products and equipment which, when installed, have an opening into the building must be provided with a plywood cover, or similar protection, to prevent debris, rain, etc. from entering the building. The Trade Contractor who installs the product or equipment is responsible for such protection beginning at the time of installation.

1.15 VISIT TO SITE

A. Due to the nature of the work involved under these Contract Documents, all bidders are recommended to thoroughly examine the site. Coordinate and schedule all site visits with the Owner.

B. Thoroughly review Contract Documents prior to visiting the site, take Contract Documents to site and thoroughly explore to any extent necessary, the existing conditions as relating to fulfilling the requirements of these Contract Documents.

C. If discrepancies are noted between requirements of Contract Documents and existing conditions, Trade Contractors must so indicate to Engineer during bidding period and receive clarification before bidding. Failure to comply with this requirement will result in Engineer's interpretation during the construction period such that the Engineer's decision will be final and binding as the sole interpreter of the contract requirements.

D. Extras will not be considered for any work relating to connections with existing systems or adaptability of new systems to existing structures.

E. Submission of proposals will be considered evidence that Trade Contractors have complied with the requirements of this Article.

1.16 REQUESTS FOR INFORMATION, RFI(s)

A. Manage RFI(s) in a formal manner. Preparation and submission must comply with the process specified herein to be of maximum benefit to the project. RFI(s) which do not comply with this process will be returned without comment.

B. All RFI(s):

1. Must be submitted in written form to the party designated at the construction phase kick-off meeting;
2. Must be consecutively numbered, dated, and logged as directed, during the kick-off meeting;
3. Those which are follow-up RFI(s), must use the same RFI number, with a sequential submission number;
4. Must list the RFI number of any reference RFI(s) used in the narrative;
5. Must present: background; related drawings; specification articles; room, space locations (as designated on Contract Documents including wing, column line designation, floor designation, and/or north, south, and the like), and must be presented as complete, clearly written thoughts, in legibly printed or typed form;
6. Must be completed by the Plumbing Trade Contractor's Designated Project Foreman, under the control and overview of the Plumbing Trade Contractor's Project Manager;
7. Must include Plumbing Trade Contractor's Project Foreman's suggested resolution to RFI;
8. Must evidence a high level of fluency with the Contract Documents, all job progress correspondence, all Addenda, all Construction Bulletins, and specifically the Mechanical/Electrical Specifications including: The sections of Division 22; Division 26; and special system and equipment divisions of the specification Divisions 02 thru 33 inclusive.

C. The Plumbing Trade Contractor's designated Project Manager must demonstrate familiarity with and responsibility for all RFI(s) prepared by the Project Foreman and must periodically submit an initialed log of RFI(s) signifying control of RFI(s) relating to specification and job scope issues.

D. Issues relating to job scope, work included, methods and means which are either clearly discernable from the Contract Documents and/or clearly the responsibility of the Plumbing Trade Contractor must be answered by Plumbing Trade Contractor's Project Manager and resolved between the Foreman and Project Manager prior to resorting to written RFI(s). The work of the Project Manager must evidence: fluency with the methods and means anticipated by the Plumbing Trade Contractor during the bid phase to plan and complete the work; fluency with the Contract Documents, and all administrative issues related thereto.

E. Items or issues which relate to non-compliance to associated codes or regulations must reference code interpretations or the published adopted code or regulation. The reference must be either an excerpt of the code or regulation, published addenda to the code or regulation, a formal interpretation written by a representative of the associated agency, or letter of non-compliance from the Authority Having Jurisdiction. All cited code requirements must include the applicable code title, code version or date, and code section number designation. If the RFI does not contain the required information, the RFI will be returned without comment.

1.17 AS-BUILT DRAWINGS

A. Refer to the Instructions to Bidders and General Conditions Section.

1.18 SERVICING OF EQUIPMENT AND SYSTEMS

A. After work has been completed in accordance with the Contract Documents, and prior to final acceptance tests, each Trade Contractor must have manufacturers or their authorized agents of the equipment installed, completely check their equipment and put equipment into proper operation. In each case, the respective Trade Contractor must have the manufacturers thoroughly check the complete installation of the equipment, furnished by the manufacturer, for proper and correct operation under the service intended.

B. Six months after final acceptance of the work under the Contract Documents, each of the Trade Contractors must have the manufacturers again check their equipment for proper operation and lubrication. Coincidentally, these Trade Contractors must assure that the Owner is properly instructed in the servicing of the equipment.

C. Prior to expiration of the guarantee period, each Trade Contractor must check all equipment, materials and systems for which he is responsible, make necessary adjustments and/or replacements, and leave systems in first class operating condition.

1.19 EXCAVATION AND BACKFILLING

A. Perform all excavation, backfilling and pumping necessary for completion of plumbing work. Refer to Division 31 for additional information.

B. Detectable Warning Tape: Provide acid and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6-inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil and dangerous materials.
3. Blue: Water systems.
4. Green: Sewer systems.

C. Refer to the Instructions to Bidders and General Conditions Section.

1.20 TEMPORARY FACILITIES, UTILITIES AND HEATING

A. Refer to Division 01 of these specifications.

1.21 COORDINATION DRAWINGS

A. For each campsite, provide a wooden or metal stake indicating the exact location for each hydrant. Add these locations to the scaled Coordination Drawings. Coordinate locations of hydrants with the General Contractor and Electrical Subcontractor.

B. Submit Coordination Drawings to the State before work in that area commences.

C. Refer to specification section “Instructions to Bidders and General Conditions.”

1.22 TRADE CONTRACTOR'S CERTIFICATION

A. Upon final completion of all work, each Trade Contractor must provide a notarized letter on Corporate letterhead, executed by a Corporate Officer, or Company Partner, stating that the work has been completed in accordance with the Contract Documents, Addenda, Bulletins, Trade Contractor’s Punch List items and Architect’s/Engineer’s Construction Observation Report(s). Final Payment will not be approved until the notarized letter has been provided. Refer to the following sample letter.

SAMPLE LETTER

ENGINEER/ARCHITECT _____

TRADE CONTRACTOR _____

PROJECT _____ NO. _____

I hereby certify that all work under the HVAC, Plumbing, Fire Protection and Electrical Contract Documents, as applicable, including all addenda, bulletins, Punch List items and Construction Observation Reports, has been completed and the quality and workmanship of the work has been performed in accordance with Contract Documents.

State of: _____

County of: _____

Trade Contractor:

_____

_____

_____

Subscribed and Sworn to before me this _____ day of 20 ____

Notary Public:

_____

By: _____

Date: _____

My Commission Expires:

_____

1.23 CONNECTIONS TO EXISTING SYSTEMS

A. Work under this contract may require connections to existing domestic water systems. Include in the bid, all material and labor necessary to perform the following work:

1. Drain the system to level necessary to complete the work;
2. Fill the system to original fill pressure while venting excess air from the system.

PART 2 - PRODUCTS

2.1 MANUFACTURER'S AND SUB-CONTRACTORS LIST

A. Refer to the Instructions to Bidders and General Conditions Section.

2.2 SUBMITTALS

A. Refer to the applicable Articles of the Instruction to Bidders and General Conditions Section.

B. Provide digital submissions (.pdf format) for all material and equipment as noted in Proposed Manufacturer's and Sub-Contractors List, except where indicated otherwise herein.

C. All equipment submittals must include, but not be limited to, the following:

1. Manufacturers' catalog designation, photographs and specifications.
2. Full electrical data, including specifically, electrical characteristics. Full wiring diagrams, including clearly identified power connections and control connections. Data and diagrams shall be given to the Electrical Trade Contractor and Automatic Temperature Control (ATC) Trade Sub-Contractor for their use and inclusion into their submittals.
3. Listing of specific performance, calculations and data.
4. Dimensions, capacities, ratings, material and finish.
5. Complete the submittal by listing all available options, accessories, configurations and materials, and legibly strike out with single thin line all proposed deletions. Clearly signify whether each and every manufacturer's option, accessory, configuration and material choice is included and which is excluded by the submission.
6. Certification of testing by agencies such as ETL, ARI, UL, etc.
7. Such other detailed information as required for proper evaluation.

D. Review Time:

1. Allow two (2) weeks after Engineer’s receipt for the Engineer's processing of each submittal, exclusive of Owner’s, or other’s review in the processing chain. Allow a longer time period where processing must be delayed for coordination with subsequent submittals.

E. The Engineer’s recommendation of acceptance of the equipment proposed by the Plumbing Trade Contractor is conditional upon the Plumbing Trade Contractor fulfilling all obligations of the Contract Documents. By furnishing the proposed equipment, the Plumbing Trade Contractor acknowledges compliance with all of the following:

1. Field layout is completed and planning of proposed equipment has coordinated with all related submittals, related trades and space requirements.
2. The Plumbing Trade Contractor has reviewed and approved all submittals prior to submission. Provide all submittals with a signed approval stamp, signifying the following: 1) all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data have been verified; 2) the Engineer/Architect has been notified of all site conditions which affect the work, and which require design resolution, as opposed to resolution by trade decisions; 3) all items are approved by the Plumbing Trade Contractor, and have been coordinated and checked with other applicable

submittals, and contract requirements; 4) submission is clearly marked to indicate which manufacturer's options are provided and which are not provided for the proposed equipment; and 5) manufacturers and/or equipment suppliers have been given a set of the contract documents for their review and use as the basis of the submittals.

3. Any and all exceptions requested by the Plumbing Trade Contractor are provided in writing with the submittals. All exceptions, deletions and additions that vary from the Contract Documents have been specifically annotated and initialed. Failing to provide initialed annotations for all deletions and additions, the Plumbing Trade Contractor accepts the condition that the Contract Documents will govern, and will be used to resolve disputes.
4. Submittals without the Plumbing Trade Contractor's signed stamp of approval will be returned without review. Initialed approval stamps are not acceptable.
5. The Engineer's acceptance of the proposed equipment constitutes the Engineer's formal approval that the engineering performance and operational utility requirements, of the proposed equipment, match the Engineer's specified and designed performance requirements. By entering into these Contracts, the Trade Contractors agree that the purpose of submittals is to demonstrate to the Engineer that the Trade Contractors understand the design concept and that they demonstrate their understanding by indicating which materials and equipment they intends to furnish, install and use.

F. Secure submittals smaller than 8-1/2 x 11 to paper of this size.

G. Material and equipment fabricated, furnished and/or installed or used without the Engineer's review are subject to rejection by the Engineer.

H. Corrections or comments made on submittals during review by the Engineer do not relieve the Plumbing Trade Contractor from compliance with the requirements of the Contract Documents. Such review will be only for general conformance with the design concept, and the information given in the Contract Documents and does not include review of quantities, dimensions, sizing, pressure drops, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Plumbing Trade Contractor. Review of a specific item does not indicate acceptance of an assembly of which the item is a component. The Engineer is not responsible for any deviations from the Contract Documents that are not clearly noted by the Plumbing Trade Contractor. The Engineer will not review partial submissions or those for which submissions for correlated items have not been received. The Plumbing Trade Contractor is responsible for: confirming and correlating all quantities, clearance, and dimensions; selecting fabrication processes and techniques of construction; coordinating work with all other Trades, and performing his work in a safe and satisfactory manner.

I. All submittals must be able to be reproduced. The Plumbing Trade Contractor is responsible for all reproduction and distribution to the General Construction Trade Contractor and all other Trade Contractors as applicable.

2.3 MATERIALS AND EQUIPMENT

A. All materials and equipment must be new and conform to the grade, quality and standards specified herein.

B. All equipment offered under these specifications is limited to products regularly produced and recommended for service ratings in accordance with engineering data or other comprehensive

literature made available to the public and in effect at the time of opening of bids. Testing agency seals, decals and/or nameplate shall be attached to and visible on all equipment.

C. Items such as valves, and all other equipment and material, where applicable and practicable, must each be of one manufacturer.

D. Install equipment in strict accordance with manufacturer's instructions for type and capacity of each piece of equipment used. Obtain these instructions, which will be considered part of these specifications. Type, capacity and application of equipment must be suitable and operate satisfactorily for the purpose intended in the plumbing systems.

E. Refer to the Instructions to Bidders and General Conditions Section.

2.4 EQUIPMENT VARIATIONS AND SUBSTITUTIONS

A. Equipment Substitution Definition as follows:

1. A product that is neither the Basis of Design, nor one of the named Alternative Manufacturing Sources.
2. Unless noted otherwise in the Contract Documents, substitutions may be considered after the award of Contracts. Subsequent requests will be considered only when, through no fault of the Plumbing Trade Contractor, none of the specified products are available.

B. Equipment Variation Definition as follows:

1. A product that is not the Basis of Design, but is named as one of the specified Alternative Manufacturing Sources.

C. The manufacturers listed in Part 2 of all technical specifications are considered Alternative Manufacturing Sources as described in Paragraphs A and B above.

D. "Subject to compliance", as used in these specifications, means compliance with all the requirements of the Contract Documents.

E. Refer to the applicable Articles of the Instruction to Bidders and General Conditions Section.

F. The materials and products mentioned in these Contract Documents are specified to establish a standard of: material of manufacture; independent testing agency certifications; quality; function; design; and performance. The phrases "Basis of Design," "standard of design," and "equivalent acceptable," are used to indicate that other similar, comparable products may be used provided such substitutes or variations are accepted by the Engineer as meeting all the salient characteristics and standards necessary, such as: material of manufacture; independent testing agency certifications; quality; function; design; and performance, to meet the Owner's needs and meet the objectives of the Engineer's Project Design.

G. Where Alternative Manufacturer Sources are listed for an item:

1. Selection must be either the Basis of Design or one of those listed Alternative Manufacturing Sources.
2. There is no guarantee implied that each and every manufacturer listed can meet or exceed the salient characteristics, such as: material of manufacture; independent testing agency

certifications; quality; function; design; and performance of the product specified as Basis of Design.

PART 3 - EXECUTION

3.1 METHOD OF PROCEDURE

A. The drawings accompanying these specifications are diagrammatic and intended to cover the approximate and relative locations of the building systems.

B. Installation, connection and interconnection of all components of these systems must be complete and made in accordance with the manufacturers' instructions and best trade practices.

C. Erect all parts of equipment furnished at such time and in such manner as not to delay or interfere with other Trade Contractors and their work.

D. Before material is ordered or fabricated, or any work is performed, verify all calculations, sizing, measurements, including lines, grades, pipes and conduit elevations at the building, as applicable, and be responsible for the correctness thereof. No extra compensation will be allowed on account of differences between actual dimensions, routing and measurements and those indicated in the Contract Documents. Any discrepancies discovered must be submitted to the Engineer for consideration before proceeding with the work.

E. Cooperate with other Trade Contractors for the proper securing and anchoring of all work included within these specifications. Use extraordinary care in the erection and installation of all equipment and materials.

3.2 CUTTING AND PATCHING

A. Perform cutting and patching in accordance with Division 01.

3.3 PIPING AND CONDUIT BELOW GRADE

A. Refer to Division 31.

3.4 PIPING AND EQUIPMENT IDENTIFICATION

A. Refer to applicable Division 22 Sections.

3.5 ABANDONMENT, REMOVAL AND RELOCATION

A. Removals shown on drawings are a general indication only, and may not necessarily indicate the full extent of removals which may be required to complete this work.

B. Where work under this contract interferes with the existing construction, piping, conduit or equipment, remove all such materials and route new work to clear the obstruction. Provide additional piping, conduits and material of the same design and quality if the piping and/or conduit is to be continued in use.

C. Removed materials not desired by the Owner and not to be reset and not specified nor indicated to be reused, become the property of the Plumbing Trade Contractor and must be promptly removed from site in accordance with the Instructions to Bidders and General Conditions Section.

D. All demolition work is subject to the direction and approval of the Engineer and must be performed in such manner as not to interfere with the normal operation of the site.

E. Relocate existing utilities and/or equipment that must remain to maintain operation of site outside the work area.

3.6 SUBSURFACE CONCEALED UNKNOWN PHYSICAL CONDITIONS

A. Subsurface, or otherwise concealed physical conditions which (1) do not differ materially from those indicated in the Project Contract Documents; (2) affect plumbing; (3) do not differ materially from those ordinarily found to exist, and which are generally recognized as inherent in the plumbing and electrical construction activities of the character provided for in the Project Contract Documents, are to be anticipated by the Plumbing Trade Contractor, and included in the basic plumbing work.

B. Unknown physical conditions: which are of an unusual nature; which are materially different in subsurface (otherwise concealed) physical conditions; which affect plumbing and/or electrical work; which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character found in the Project Contract Documents, are the basis for, and require notice by, the applicable Trade Contractor, promptly, before such conditions are disturbed. Such conditions may become the basis for a legitimate claim under "Changed Conditions," affecting the cost, and/or schedule of the work. During the work, the Plumbing Trade Contractor shall provide reasonable, incidental on-site review, survey and measurements to assist in quantification of such conditions.

3.7 INITIAL APPLICATION FOR PAYMENT

A. Provide the following prior to submitting the initial application for payment:

1. Copy of Plumbing Trade Contractor's and Sub-Contractors' licenses for the state in which the work is being performed.
2. Resumes for the designated Project Manager and Project Foreman.
3. List of independent agencies who will be engaged by the Plumbing Trade Contractor to perform tests, provide certifications, conduct inspections, etc. as required by Contract Documents.

B. The initial application for payment will not be processed until the items above are submitted.

C. Include line items for coordination drawings and break out work by the individual camp sites. I.E. CCC Camp, North Shore, etc.

3.8 FINAL APPLICATION FOR PAYMENT

A. Refer to the Instructions to Bidders and General Conditions Section.

B. Provide the following prior to submitting the final application for payment:

1. Refer to Division 01 of these specifications.
2. Pipe Pressure Test Reports.
3. Operation and Maintenance Manuals and Data.
4. Plumbing Contractor's Punch List of incomplete work items with reason why each work item is not complete and anticipated schedule for completion. Submit at least one week prior to Engineer's final Construction Observation Report site visit.
5. Plumbing Trade Contractor's notarized certification letter.
6. As-built drawings as described in Part 1 of this specification section.

C. Final payment is contingent upon completion of all items listed above.

3.9 INDEMNIFICATION

A. Refer to the applicable Instructions to Bidders and General Conditions Section.

END OF SECTION 220010

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SECTION 220553 - IDENTIFICATION FOR PLUMBING EQUIPMENT

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. Valve tags.

1.3 ACTION SUBMITTALS

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

B. Valve Schedules: For each piping system to include in maintenance manuals.

PART 2 - PRODUCTS

2.1 VALVE TAGS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Brady Corporation.
2. Craftmark Pipe Markers.
3. Seton Identification Products.
4. Or approved equal.

B. Valve Tags: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch numbers.

1. Tag Material: stainless steel, 0.025-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.
2. Fasteners: Brass beaded chain or S-hook.

C. Valve Schedules: For each piping system, on 8-1/2-by-11-inch bond paper. Tabulate valve number, piping system, system abbreviation (as shown on valve tag), location of valve (site), normal-operating position (open, closed, or modulating), and variations for identification. Mark valves for emergency shutoff and similar special uses.

1. Valve-tag schedule shall be included in operation and maintenance data.

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

3.2 VALVE-TAG INSTALLATION

A. Install tags on valves and control devices in piping systems, except check valves, valves within factory-fabricated equipment units, shutoff valves, faucets, convenience and lawn-watering hose connections, and similar roughing-in connections of end-use fixtures and units. List tagged valves in a valve schedule.

END OF SECTION 220553

SECTION 221113 - FACILITY WATER DISTRIBUTION PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes water-distribution piping and related components outside the building for water service.

1.3 DEFINITIONS

A. PVC: Polyvinyl chloride plastic.

1.4 ACTION SUBMITTALS

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

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: For piping and specialties including relation to other services in same area, drawn to scale. Show piping and specialty sizes and valves, meter and specialty locations, and elevations.

B. Field quality-control test reports.

1.6 CLOSEOUT SUBMITTALS

Operation and Maintenance Data: For water valves and specialties to include in emergency, operation, and maintenance manuals.

1.7 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Comply with requirements of utility company supplying water. Include tapping of water mains and backflow prevention.
2. Comply with standards of authorities having jurisdiction for potable-water-service piping, including materials, installation, testing, and disinfection.

B. Piping materials shall bear label, stamp, or other markings of specified testing agency.

C. Comply with ASTM F645 for selection, design, and installation of thermoplastic water piping.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Preparation for Transport: Prepare valves, including yard hydrants, according to the following:

1. Ensure that valves are dry and internally protected against rust and corrosion.
2. Protect valves against damage to threaded ends and flange faces.
3. Set valves in best position for handling. Set valves closed to prevent rattling.

B. During Storage: Use precautions for valves, including yard hydrants, according to the following:

1. Do not remove end protectors unless necessary for inspection; then reinstall for storage.
2. Protect from weather. Store indoors and maintain temperature higher than ambient dew-point temperature. Support off the ground or pavement in watertight enclosures when outdoor storage is necessary.

C. Handling: Use sling to handle valves if size requires handling by crane or lift. Rig valves to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.

D. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.

E. Protect stored piping from moisture and dirt. Elevate above grade.

F. Protect flanges, fittings, and specialties from moisture and dirt.

G. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.9 PROJECT CONDITIONS

A. Interruption of Existing Water-Distribution Service: Do not interrupt service to facilities occupied by Using Agency or others unless permitted under the following conditions and then only after arranging to provide temporary water-distribution service according to requirements indicated:

1. Notify Using Agency no fewer than two days in advance of proposed interruption of service.
2. Do not proceed with interruption of water-distribution service without Using Agency's written permission.

1.10 COORDINATION

A. Coordinate connections to water main with utility company.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.

B. Potable-water piping and components shall comply with NSF 14, NSF 61, and NSF 372. Include marking "NSF-pw" on piping.

2.2 PVC PIPE AND FITTINGS

A. PVC, Schedule 80 Pipe: ASTM D1785.

1. PVC, Schedule 80 Socket Fittings: ASTM D2467.
2. PVC, Schedule 80 Threaded Fittings: ASTM D2464.

2.3 DUCTILE IRON PIPE

A. Mechanical Joint, Ductile Iron Pipe: AWWA C151, with restrained mechanical joint, bell and plain spigot end.

1. Mechanical Joint, Ductile Iron Fittings: AWWA C110 ductile or gray iron standard pattern or AWWA C153 ductile iron compact pattern.
2. Glands, Gaskets and Bolts: AWWA C111.

B. All joints must be the restrained type which do not require thrust blocks.

2.4 SPECIAL PIPE FITTINGS

A. Ductile-Iron Rigid Expansion Joints:

1. Description: Three-piece, ductile-iron assembly consisting of telescoping sleeve with gaskets and restrained-type, ductile-iron, bell-and-spigot end sections complying with AWWA C110 or AWWA C153. Select and assemble components for expansion indicated. Include AWWA C111, ductile-iron glands, rubber gaskets, and steel bolts.

a. Pressure Rating: 250 psig minimum.

B. Ductile-Iron Deflection Fittings:

1. Description: Compound, ductile-iron coupling fitting with sleeve and 1 or 2 flexing sections for up to 15-degree deflection, gaskets, and restrained-joint ends complying with AWWA C110 or AWWA C153. Include AWWA C111, ductile-iron glands, rubber gaskets, and steel bolts.

a. Pressure Rating: 250 psig minimum.

2.5 PIPING SPECIALTIES

A. Transition Fittings: Manufactured fitting or coupling same size as, with pressure rating at least equal to and ends compatible with, piping to be joined.

B. Split-Sleeve Pipe Couplings:

1. Description: Metal, bolted, split-sleeve-type, reducing or transition coupling with sealing pad and closure plates, O-ring gaskets, and bolt fasteners.

a. Standard: AWWA C219.
b. Sleeve Material: Manufacturer's standard.
c. Sleeve Dimensions: Of thickness and width required to provide pressure rating.
d. Gasket Material: O-rings made of EPDM rubber, unless otherwise indicated.
e. Pressure Rating: 150 psig minimum.
f. Metal Component Finish: Corrosion-resistant coating or material.

2.6 CORROSION-PROTECTION PIPING ENCASEMENT

A. Encasement for Underground Metal Piping:

1. Standards: ASTM A674 or AWWA C105.
2. Form: Sheet or tube.
3. Material: LLDPE film of 0.008-inch minimum thickness, or high-density, crosslaminated PE film of 0.004-inch minimum thickness.
4. Color: Black.

2.7 GATE VALVES

A. AWWA, Cast-Iron Gate Valves:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Mueller Co.
b. NIBCO INC.
c. Zurn Industries, LLC.
d. Or approved equal.

2. Nonrising-Stem, Metal-Seated Gate Valves:

a. Description: Gray- or ductile-iron body and bonnet; with cast-iron or bronze double-disc gate, bronze gate rings, bronze stem, and stem nut.

1) Standard: AWWA C500.
2) Minimum Pressure Rating: 200 psig.
3) End Connections: Mechanical joint.
4) Interior Coating: Complying with AWWA C550.

B. Bronze Gate Valves:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Milwaukee Valve Company.
   b. NIBCO INC.
   c. Zurn Industries, LLC.
   d. Or approved equal.

2. Nonrising -Stem Gate Valves:

   a. Description: AWWA Class 125, Type 1, bronze with solid wedge, threaded ends, and stem nut.

      1) Standard: MSS SP-80.

2.8 GATE VALVE ACCESSORIES AND SPECIALTIES

A. Tapping-Sleeve Assemblies:

1. Description: Sleeve and valve compatible with drilling machine. Use for connections to existing water main.

   a. Standard: MSS SP-60.
   b. Tapping Sleeve: Cast- or ductile-iron or stainless-steel, two-piece bolted sleeve with flanged outlet for new branch connection. Include sleeve matching size and type of pipe material being tapped and with recessed flange for branch valve.
   c. Valve: AWWA, cast-iron, nonrising-stem, metal-seated gate valve with one raised face flange mating tapping-sleeve flange.

B. Valve Boxes: Comply with AWWA M44 for cast-iron valve boxes. Include top section, adjustable extension of length required for depth of burial of valve, bolt-down plug with lettering "WATER," and bottom section with base that fits over valve and with a barrel approximately 5 inches in diameter.

1. Operating Wrenches: Steel, tee-handle with one pointed end, stem of length to operate deepest buried valve, and socket matching valve operating nut. Furnish to Owner.

2.9 SANITARY YARD HYDRANTS

A. Nonfreeze, Draining-Type Sanitary Yard Hydrants:

1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

   a. Jay R. Smith Mfg. Co.
   b. FreezeFlow.
   c. Simmons.
   d. Or approved equal.

2. Standard: ASME A112.21.3M.
3. ADA compliant.
4. Type: Nonfreeze, exposed-outlet post hydrant.
5. Venturi type design.
6. Inlet: NPS 1.
7. Outlet: Diverter and garden-hose thread complying with ASME B1.20.7.
8. Integral backflow preventer.

2.10 DETECTABLE WARNING TAPE

A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:

1. Blue: Water systems.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Refer to applicable Division 31 Sections for excavating, trenching, and backfilling.

3.2 PIPING SCHEDULE

A. General: Use pipe, fittings, and joining methods for piping systems according to the following applications.

B. Transition couplings and special fittings with pressure ratings at least equal to piping pressure rating may be used, unless otherwise indicated.

C. Do not use flanges or unions for underground piping.

D. Underground water-service piping NPS 3 inches and smaller shall be the following:

1. PVC, Schedule 80 pipe; PVC, Schedule 80 socket fittings; and solvent-cemented joints.

E. Underground water-service piping NPS 4 and larger shall be the following:

1. AWWA Class 150 pipe; PVC, AWWA Class 150 molded fittings; and gasketed joints.

3.3 VALVE APPLICATIONS

A. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:

1. Underground Valves, Over NPS 2: AWWA, cast-iron, nonrising-stem, metal-seated gate valves with valve box.
2. Underground Valves, NPS 2 and Under: AWWA, bronze, nonrising-stem gate valves with valve box.

3.4 PIPING INSTALLATION

A. Make connections to existing water mains with tapping machine according to the following:

1. Install tapping sleeve and tapping valve according to MSS SP-60.
2. Install tapping sleeve on pipe to be tapped. Position flanged outlet for gate valve.
3. Use tapping machine compatible with valve and tapping sleeve; cut hole in main. Remove tapping machine and connect water-service piping.
4. Install gate valve onto tapping sleeve. Comply with MSS SP-60. Install valve with stem pointing up and with valve box.

B. Install PVC, AWWA pipe according to ASTM F645 and AWWA M23.

C. Bury piping with depth of cover over top at least 42 inches, with top at least 12 inches below level of maximum frost penetration, and according to the following:

1. Under Driveways: With at least 42 inches cover over top.
2. Under Railroad Tracks: With at least 48 inches cover over top.
3. In Loose Gravelly Soil and Rock: With at least 12 inches additional cover.

D. Install piping by trenching. As an option, contractor may install pipe by tunneling or jacking, or combination of both. For piping crossing the dam, refer to the Site Civil Drawings.

E. Extend water-service piping and connect to water-supply source and building-water-piping systems at outside face of building wall in locations and pipe sizes indicated.

1. Terminate water-service piping at building wall until building-water-piping systems are installed. Terminate piping with caps, plugs, or flanges as required for piping material. Make connections to building-water-piping systems when those systems are installed.

F. Install underground ductile iron piping with restrained joints. Install underground PVC piping with solvent welded joints.

G. Snake PVC piping and trenches to account for expansion and contraction according to Plastic Pipe and Fittings Association (PPFA) design guidelines.

3.5 JOINT CONSTRUCTION

A. Make pipe joints according to the following:

1. Ductile-Iron Piping, Gasketed Joints with restraints for Water-Service Piping: AWWA C600 and AWWA M41.
2. PVC Piping Gasketed Joints: Use joining materials according to AWWA C900. Construct joints with elastomeric seals and lubricant according to ASTM D2774 or ASTM D3139 and pipe manufacturer's written instructions.

3.6 ANCHORAGE INSTALLATION

A. Anchorage, General: Install water-distribution piping with restrained joints. Anchorages and restrained-joint types that may be used include the following:

1. Concrete thrust blocks.
2. Locking mechanical joints.
3. Set-screw mechanical retainer glands.
4. Bolted flanged joints.
5. Heat-fused joints.
6. Pipe clamps and tie rods.

B. Install anchorages for tees, plugs and caps, bends, crosses, valves, and hydrant branches. Include anchorages for the following piping systems:

1. Gasketed-Joint, PVC Water-Service Piping: According to AWWA M23.

C. Apply full coat of asphalt or other acceptable corrosion-resistant material to surfaces of installed ferrous anchorage devices.

3.7 VALVE INSTALLATION

A. AWWA Gate Valves: Comply with AWWA C600 and AWWA M44. Install each underground valve with stem pointing up and with valve box.

3.8 FIELD QUALITY CONTROL

A. Piping Tests: Conduct piping tests before joints are covered and after concrete thrust blocks have hardened sufficiently. Fill pipeline 24 hours before testing and apply test pressure to stabilize system. Use only potable water.

B. Hydrostatic Tests: Test at not less than one-and-one-half times working pressure for two hours.

1. Increase pressure in 50-psig increments and inspect each joint between increments. Hold at test pressure for 1 hour; decrease to 0 psig. Slowly increase again to test pressure and hold for 1 more hour. Maximum allowable leakage is 2 quarts per hour per 100 joints. Remake leaking joints with new materials and repeat test until leakage is within allowed limits.

C. Prepare reports of testing activities.

3.9 IDENTIFICATION

A. Install continuous underground detectable warning tape during backfilling of trench for underground water-distribution piping. Locate below finished grade, directly over piping.

3.10 CLEANING

A. Clean and disinfect water-distribution piping as follows:

1. Purge new water-distribution piping systems and parts of existing systems that have been altered, extended, or repaired before use.
2. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in AWWA C651 or do as follows:

    a. Fill system or part of system with water/chlorine solution containing at least 50 ppm of chlorine; isolate and allow to stand for 24 hours.
    b. After standing time, flush system with clean, potable water until no chlorine remains in water coming from system.
    c. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedure if biological examination shows evidence of contamination.

B. Prepare reports of purging and disinfecting activities.

END OF SECTION 221113

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SECTION 260010 - GENERAL REQUIREMENTS SITE ELECTRICAL

PART 1 - GENERAL REQUIREMENTS SITE ELECTRICAL

1.1 GENERAL

A. The conditions of Division 01 apply to each and every Trade Contractor or other person or persons supplying any material or labor entering this building, either directly or indirectly. In the event of a conflict between Section 260010 and Division 01, the terms of Division 01 shall govern.

B. One Trade, the Site Electrical Trade, will be covered by these General Requirements Site Electrical.

C. For simplicity, this Building Trade will be referred to further herein as the Electrical Trade Contractor. The Electrical Specifications and all Electrical Drawings, together with all addenda make-up the Electrical Contract Documents, and are a part of the "Project Contract Documents", as described throughout these specifications.

D. The term "Electrical Trade" as used in the Contract Documents, means the Electrical Building Trade.

E. The term "indicated" means all information included, detailed, shown and/or implied on the Contract Documents.

F. The term "existing" is used generally in reference to renovation projects. On new construction projects, the term "existing" is intended to mean work already in place.

1.2 SCOPE AND OBJECTIVES OF THE ELECTRICAL WORK

A. The Scope and Objectives of the Electrical Construction Work of this Project include, but are not limited to:

1. Refer to Division 01 for Scope of Work;
2. Selected demolition and removal of existing equipment and systems;
3. Inspection, testing, start-up, evaluation and reporting on designated existing systems and equipment;
4. Periodic inspection of completed work and site conditions by the Electrical Trade Contractor's Project Manager to confirm compliance with contract documents and verify suitability to receive subsequent work;
5. Provide new electrical distribution equipment, panelboards, feeders and branch wiring;
6. Provide RV electrical pedestals;
7. Provide transformer pads, handholes, and underground lines.

1.3 INTENT OF THE ELECTRICAL CONTRACT DOCUMENTS

A. The intent of the Electrical Contract Documents is to include all items and labor necessary for the proper execution and completion of the Work of the Electrical Trade Contractor.

The Contract Documents of all Trades are complimentary to each other; what is required by one shall be as binding as if required by all. Performance of the Electrical Trade Contractor is required only to the extent consistent with the Project Contract Documents and reasonably inferable from them as being necessary to produce the desired results.

B. It is expressly stipulated that neither the Drawings nor the Specifications shall take precedence over the other, and it is further stipulated that the Architect/Engineer may interpret or construe the Drawings and Specifications so as to secure in all cases the result most consistent with the needs and requirements of the work. In the event of such ambiguity or discrepancy, the Contractor shall comply with the higher cost product (material plus labor), the more stringent requirement, and supply the better quality or greater quantity of work.

1.4 PROPOSAL PREPARATION

A. Prior to submitting a pricing quotation/proposal, proceed as follows, and include the following:

1. Visit the site (recommended), survey, record, confirm and include in the scope of work, all material and labor necessary to install the equipment and systems specified. Use the Contract Documents as diagrammatic in nature, since they are not intended to show all details which may affect the electrical bid proposal.
2. Include the work, as applicable, to remove and dispose of conduit, piping, insulation, and equipment, not required for new work, unless otherwise indicated to be abandoned in place.
3. Include all disconnections, removals and temporary provisions required to permit rigging, installation, connection, testing and operation of the new equipment. Include all such provisions whether or not shown, detailed or specified within technical sections of the Contract Documents.
4. Include in the work, providing the labor of the following personnel:

    a. One Project Manager;
    b. One Project Foreman.

5. Foreman must refine the detail, layout, coordination and fit of all of electrical building trade's equipment. Plan all disconnections, removals, offsets, temporary provisions, as required, to fit the new equipment into the space, and as required to accommodate maintenance accessibility and service access.
6. Project Manager must maintain and submit for approval, a written project schedule, on a weekly basis.
7. Project Manager must organize, administrate, control and log the RFI process for his trade. Where applicable, submit all RFI(s) for master RFI log maintained by Lead/Prime Contractor.

B. In preparing a Bid Price: Refer to the Instructions to Bidders and General Conditions Section.

1.5 HAZARDOUS MATERIALS

A. The use of asbestos, PCB's or any material or product containing hazardous materials in

the performance of this contract is not permitted. Certify, in writing, that no hazardous material or product containing a hazardous material, has been furnished or installed.

1.6 DRAWINGS AND SPECIFICATIONS

A. It is the intent of the specifications and drawings to include under each item all materials, apparatus and labor necessary to properly install, equip, adjust and put into perfect operation the respective portions of the installations specified and to so interconnect the various items or sections of the work as to form a complete and properly operating whole.

B. Any apparatus, machinery, small items not mentioned in detail which are necessary to complete or perfect any portion of the installation in a substantial manner and in compliance with the requirements stated, implied or intended must be furnished and/or installed without extra cost to the Project. This includes all materials, devices or methods peculiar to the machinery, apparatus or systems furnished and/or installed by the Electrical Trade Contractor.

C. In referring to drawings, figured dimensions take precedence over scale measurements. Verify all wall locations, ceiling heights, elevations, dimensions, etc. on the architectural drawings, where applicable. Discrepancies must be referred to the Engineer for decision. Certify and verify all dimensions, routings and layouts in the field and on the coordination drawings before ordering material or commencing work.

D. Any work called for in the specifications, but not mentioned or shown on the drawings, or called for on the drawings, but not mentioned in the specifications, must be furnished and/or installed as though called for in both.

E. The term "Provide" means "Furnish and Install". Neither term will be used generally in these specifications, but will be assumed. The term "Furnish" means to obtain and deliver to the job site for installation by other trades.

1.7 LAWS, ORDINANCES, REGULATIONS AND PERMITS

A. The entire electrical system in all and/or in part must conform to all pertinent laws, ordinances and regulations of all bodies having jurisdiction, notwithstanding anything in these drawings or specifications to the contrary.

B. Refer to the Instructions to Bidders and General Conditions Section.

1.8 TESTS

A. The following requirements are supplementary to tests specified for individual equipment or systems in other specification sections. Give written notice of date of test in ample time to all concerned.

B. Concealed or insulated work must remain uncovered until all required tests have been completed; but if construction schedule requires, arrange for partial tests on portions of systems as approved. If a Prime Contractor covers or directs a Sub-

Contractor to cover electrical work prior to completing the required tests, the Prime Contractor is responsible for any additional costs related to completing the required tests.

C. As soon as conditions permit, conduct preliminary tests of equipment to ascertain compliance with specified requirements. Make needed changes, adjustments and/or replacements as preliminary tests may indicate, prior to acceptance tests.

D. Conduct pressure, performance and operating tests as specified or required for each system or piece of equipment installed, modified or affected under this contract in presence of the Engineer or Owner as well as a representative of agencies having jurisdiction.

E. Obtain Certificates of Approval and/or Acceptance as specified or required in compliance with regulations of agencies having jurisdiction. Work will not be deemed complete until such Certificates have been delivered to the Engineer.

F. Prove conclusively, by testing, that electrical systems operate properly, efficiently and quietly in accordance with intent of drawings, specifications and most widely used construction practices.

1.9 CLEANING

A. Be responsible for the following:

1. Removal of all lumber, refuse, metal, piping and debris from site resulting from electrical work.
2. Cleaning drippings created by the electrical work, from finished work of other Trades.
3. Cleaning, polishing, waxing of electrical work as required.

B. After testing, and acceptance of all work by the Engineer and the Owner, thoroughly clean all electrical equipment and material to the satisfaction of the Engineer.

1.10 INSTRUCTING OWNER'S PERSONNEL

A. After all tests and adjustments have been made, fully instruct the representatives of the Owner in all details of operation of the equipment installed under the Electrical Contract Documents.

B. Operate electrical equipment for sufficient length of time to satisfy Engineer that requirements of Contract Documents have been fulfilled.

C. Prepare digital recording of each Owner training session on compact disc.

1.11 OPERATING AND MAINTENANCE INSTRUCTIONS

A. Submit digital format PDF of Operating and Maintenance instructions to the Engineer for review and processing.

B. Upon completion of the Engineer's review and processing of digital format PDF of the Operating and Maintenance instructions, submit the final version of the form of three (3) copies of printed instructions to the Owner. Bind instructions in separate, hardback, 3-ring loose leaf binders.

C. Prepare instruction books by sections and include detailed operating and maintenance instructions for all components of all systems, including wiring, and piping diagrams necessary for clarity. Identify the covers with the name of the project and the words "Operating and Maintenance Instructions - Electrical".

D. Each section must have labeled tabs and be clearly marked with equipment or system name and contain detailed parts list data, ordering information therefore and the name, address and telephone number of the closest supply source.

E. All instructional data must be neatly and completely prepared to the satisfaction of the Engineer.

F. Provide complete copy of all warranties in separate tab with the binder.

G. Provide copies of the as-built drawings in the manuals.

H. Provide copy of each submittal for each piece of equipment on the project, complete with all tag numbers, Contractor's Submittal Cover Sheet and Engineer's final shop drawing/submittal review sheet.

I. Provide compact disc of Owner training sessions with the manuals.

1.12 GUARANTEE

A. All material, equipment and workmanship must be in first class operating condition in every respect at time of acceptance by Owner, or his Representative. Acceptance by the Owner will be by letter written to the Electrical Trade Contractor.

B. Unconditionally guarantee in writing all materials, equipment and workmanship for a period of one (1) year from date of acceptance by Owner, or his Representative. During the guarantee period, repair or replace, at the Electrical Trade Contractor's expense, any materials, equipment or workmanship in which defects may develop and provide free service for all equipment and systems involved in the contract during this guarantee period. Beneficial use of any system by any of the Trade Contractors during construction does not constitute acceptance by the Owner. Time period of this beneficial use cannot be included in the guarantee period.

C. Guarantee must also include restoration to its original condition of all adjacent work that is disturbed in fulfilling this guarantee.

D. All such repairs and/or replacements must be made without delay and at the convenience of the Owner.

E. Guarantees furnished by Trade Contractors and/or equipment manufacturers must be counter-signed by the related Trade Contractor for joint and/or individual responsibility for subject item.

F. Manufacturer’s equipment guarantees or warranties extending beyond the guarantee period described in item B above must be transferred to the Owner along with the Trade Contractor's guarantees.

1.13 ENTRANCE OF EQUIPMENT

A. Determine the method of equipment entrance during initial site visit prior to bidding.

B. Perform all necessary rigging required for completion of electrical work.

C. Deliver products to the site properly identified with names, model numbers, types, grades, compliance labels and other information needed for identification. Deliver products and equipment to the site properly weatherproofed.

D. The Trade Contractor who furnishes or purchases the product or equipment is responsible to provide and maintain protection from the weather, dust, dirt, construction debris, etc. until the product or equipment is properly installed.

E. For all products and equipment which, when installed, have an opening into the building must be provided with a plywood cover, or similar protection, to prevent debris, rain, etc. from entering the building. The Trade Contractor who installs the product or equipment is responsible for such protection beginning at the time of installation.

1.14 VISIT TO SITE

A. Due to the nature of the work involved under these Contract Documents, all bidders are required to thoroughly examine the site. Coordinate and schedule all site visits with the Owner.

B. Thoroughly review Contract Documents prior to visiting the site, take Contract Documents to site and thoroughly explore to any extent necessary, the existing conditions as relating to fulfilling the requirements of these Contract Documents.

C. If discrepancies are noted between requirements of Contract Documents and existing conditions, Trade Contractors must so indicate to Engineer during bidding period and receive clarification before bidding. Failure to comply with this requirement will result in Engineer's interpretation during the construction period such that the Engineer's decision will be final and binding as the sole interpreter of the contract requirements.

D. Extras will not be considered for any work relating to connections with existing systems or adaptability of new systems to existing structures.

E. Submission of proposals will be considered evidence that Trade Contractors have complied with the requirements of this Article.

1.15 REQUESTS FOR INFORMATION, RFI(s)

A. Manage RFI(s) in a formal manner. Preparation and submission must comply with the process specified herein to be of maximum benefit to the project. RFI(s) which do not comply with this process will be returned without comment.

B. All RFI(s):

- Must be submitted in written form to the party designated at the construction phase kick-off meeting;
- Must be consecutively numbered, dated, and logged as directed, during the kick-off meeting;
- Those which are follow-up RFI(s), must use the same RFI number, with a sequential submission number;
- Must list the RFI number of any reference RFI(s) used in the narrative;
- Must present: background; related drawings; specification articles; room, space locations (as designated on Contract Documents including wing, column line designation, floor designation, and/or north, south, and the like), and must be presented as complete, clearly written thoughts, in legibly printed or typed form;
- Must be completed by the Electrical Trade Contractor's Designated Project Foreman, under the control and overview of the Electrical Trade Contractor's Project Manager;
- Must include Electrical Trade Contractor's Project Foreman's suggested resolution to RFI;
- Must evidence a high level of fluency with the Contract Documents, all job progress correspondence, all Addenda, all Construction Bulletins, and specifically the Mechanical/Electrical Specifications including: Section 16010; the remaining sections of Division 26; and special system and equipment divisions of the specification

C. The Electrical Trade Contractor's designated Project Manager must demonstrate familiarity with and responsibility for all RFI(s) prepared by the Project Foreman and must periodically submit an initialed log of RFI(s) signifying control of RFI(s) relating to specification and job scope issues.

D. Issues relating to job scope, work included, methods and means which are either clearly discernable from the Contract Documents and/or clearly the responsibility of the Electrical Trade Contractor must be answered by his Project Manager and resolved between the Foreman and Project Manager prior to resorting to written RFI(s). The work of the Project Manager must evidence: fluency with the methods and means anticipated by the Electrical Trade Contractor during the bid phase to plan and complete the work; fluency with the Contract Documents, and all administrative issues related thereto.

E. Items or issues which relate to non-compliance to associated codes or regulations must reference code interpretations or the published adopted code or regulation. The reference must be either an excerpt of the code or regulation, published addenda to the code or regulation, a formal interpretation written by a representative of the associated agency, or letter of non-compliance from the Authority Having Jurisdiction. All cited code requirements must include the applicable code title, code version or date, and code section number designation. If the RFI does not contain the required information, the RFI will be returned without comment.

1.16 AS-BUILT DRAWINGS

A. Refer to the Instructions to Bidders and General Conditions Section for additional information.

1.17 SERVICING OF EQUIPMENT AND SYSTEMS

A. After work has been completed in accordance with the Contract Documents, and prior to final acceptance tests, each Trade Contractor must have manufacturers or their authorized agents of the equipment installed, completely check their equipment and put equipment into proper operation. In each case, the respective Trade Contractor must have the manufacturers thoroughly check the complete installation of the equipment, furnished by the manufacturer, for proper and correct operation under the service intended.

B. Six months after final acceptance of the work under the Contract Documents, each of the Trade Contractors must have the manufacturers again check their equipment for proper operation and lubrication. Coincidentally, these Trade Contractors must assure that the Owner is properly instructed in the servicing of the equipment.

C. Prior to expiration of the guarantee period, each Trade Contractor must check all equipment, materials and systems for which he is responsible, make necessary adjustments and/or replacements, and leave systems in first class operating condition.

1.18 CONTINUITY OF SERVICES

A. Generally, no actions can be taken by the Electrical Trade Contractor that will interrupt any of the existing building services for these buildings or any other building until previously arranged and scheduled with the Engineer and Owner.

B. Should any service be interrupted by the Electrical Trade Contractor, immediately provide all labor, including overtime if necessary, and all material and equipment necessary for restoration of such service, at no additional cost to the Project.

1.19 CONTINUITY OF INTERIOR BUILDING SERVICE UTILITIES

A. For the purposes of this specification section, “Building Service Utilities” include, but are not limited to:

1. Exterior: electrical; domestic water; fire protection water; sanitary; storm; chilled water; space heating water; fuel lines; communication cable; fire alarm; remote metering lines; telemetry lines; and the like;

B. Building Service Utilities are defined for the purposes of this project, and as used in these specifications as:

1. TYPE B Utility System Services. Existing Internal Building Services serving: unmodified systems; unmodified equipment; building spaces for which mechanical and electrical systems, and internal operational equipment have not been modified by this project;
2. TYPE C Utility System Services. Existing Utility Systems Building Services, external to the individual building, or buildings, addressed by the work of this project;
3. TYPE D Utility System Services. New Utility Systems Building Services, external to the building, or buildings, addressed by the Work of this project.

C. Plan work and schedule to prevent interruption of TYPE B, and/or TYPE C Utility System Services. Refer to the "Scope and Objectives of the Electrical Work," of this Section for a description of: unmodified systems, unmodified equipment; spaces wherein electrical systems are unmodified; and Utility System Services external to the individual building or buildings addressed by the work of this project.

D. Plan work and schedule installation and connections of Type D Utilities to minimize or prevent interruption of TYPE B, and or TYPE C Utility System Services. Refer to "General Requirements Electrical," Article "Scope and Objectives of the Electrical Work."

E. The work required for continuity of these systems on this project includes, but is not limited to, providing all labor and material required for: site investigation/verification; disconnect; removal; rerouting; reconnection; as-built drawing documentation; testing of mechanical and electrical services serving equipment which are implied to be, or specifically indicated to be, continued in operation.

F. All materials required for relocation work must comply with these specifications. Carefully review all phasing drawings, all Construction Trade drawings, and complete all necessary and prudent site visits to become familiar with all existing building operations, systems and equipment which may be continued, independent of the work of this project, and include all required relocation work described in this section.

1.20 TEMPORARY FACILITIES, UTILITIES AND HEATING

A. Refer to Division 01 of these specifications.

1.21 COORDINATIONDRAWINGS

A. For each campsite, provide a wooden or metal stake indicating the exact location for each power pole. Add these locations to the scaled Coordination Drawings. Coordinate locations of power poles with the General Contractor and Plumbing Subcontractor.

B. Submit Coordination Drawings to the State before work in that area commences.

C. Refer to specification section "Instructions to Bidders and General Conditions."

1.22 TRADE CONTRACTOR'S CERTIFICATION

A. Upon final completion of all work, provide a notarized letter on Corporate

letterhead, executed by a Corporate Officer, or Company Partner, stating that the work has been completed in accordance with the Contract Documents, Addenda, Bulletins, Electrical Trade Contractor's Punch List items and Architect's/Engineer's Construction Observation Report(s). Final Payment will not be approved until the notarized letter has been provided. Refer to the following sample letter.

SAMPLE LETTER

ENGINEER/ARCHITECT_____

ELECTRICAL TRADE CONTRACTOR _____

PROJECT_____NO. _____

I hereby certify that all work under the HVAC, Plumbing, Fire Protection and Electrical Contract Documents, as applicable, including all addenda, bulletins, Punch List items and Construction Observation Reports, has been completed and the quality and workmanship of the work has been performed in accordance with Contract Documents.

Trade Contractor_____
_____
_____

By:_____Date_____

State of _____ County of _____
Subscribed and Sworn to before me this_____day of _____.

Notary Public:

_____
My Commission Expires:

PART 2 - PRODUCTS

2.1 MANUFACTURER'S AND SUB-CONTRACTORS LIST

A. Refer to the Instructions to Bidders and General Conditions Section.

2.2 SUBMITTALS

A. Refer to the applicable Articles of the Instructions to Bidders and General Conditions Section.

B. Provide digital submissions (.pdf format) for all material and equipment as noted in Proposed Manufacturer's and Sub-Contractors List, except where indicated otherwise herein.

C. All equipment submittals must include, but not be limited to, the following:

1. Manufacturers' catalog designation, photographs and specifications.
2. Full electrical data, including specifically, electrical characteristics. Full wiring diagrams, including clearly identified power connections and control connections.
3. Listing of specific electrical performance, calculations and data.
4. Dimensions, capacities, ratings, material and finish.
5. Complete the submittal by listing all available options, accessories, configurations and materials, and legibly strike out with single thin line all proposed deletions. Clearly signify whether each and every manufacturer's option, accessory, configuration and material choice is included and which is excluded by the submission.
6. Certification of testing by agencies such as ETL, ARI, UL, etc.
7. Such other detailed information as required for proper evaluation.

D. Review Time:

1. Allow two (2) weeks after Engineer’s receipt for the Engineer's processing of each submittal, exclusive of Owner’s, or other’s review in the processing chain. Allow a longer time period where processing must be delayed for coordination with subsequent submittals.

E. The Engineer’s recommendation of acceptance of the equipment proposed by the Electrical Trade Contractor is conditional upon the Contractor fulfilling all obligations of the Contract Documents. By furnishing the proposed equipment, the Electrical Trade Contractor acknowledges compliance with all of the following:

1. Field layout is completed and planning of proposed equipment has coordinated with all related submittals, related trades and space requirements.
2. The Electrical Trade Contractor has reviewed and approved all submittals prior to submission. Provide all submittals with a signed approval stamp, signifying the following: 1) all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data have been verified; 2) the Engineer/Architect has been notified of all site conditions which affect the work, and which require design resolution, as opposed to resolution by trade decisions; 3) all items are approved by the Electrical Trade Contractor, and have been coordinated and checked with other applicable submittals, and contract requirements; 4) submission is clearly marked to indicate which manufacturer’s options are provided and which are not provided for the proposed equipment; and 5) manufacturers and/or equipment suppliers have been given a set of the contract documents for their review and use as the basis of the submittals.
3. Any and all exceptions requested by the Electrical Trade Contractor are provided in writing with the submittals. All exceptions, deletions and additions that vary from the Contract Documents have been specifically annotated and initialed. Failing to provide initialed annotations for all deletions and additions, the Electrical Trade Contractor accepts the condition that the Contract Documents will govern, and will be used to resolve disputes.
4. Submittals without the Electrical Trade Contractor's signed stamp of approval will be returned without review. Initialed approval stamps are not acceptable.
5. The Engineer’s acceptance of the proposed equipment constitutes the

Engineer's formal approval that the engineering performance and operational utility requirements, of the proposed equipment, match the Engineer's specified and designed performance requirements. By entering into this Contract, the Electrical Trade Contractor agrees that the purpose of submittals is to demonstrate to the Engineer that the Electrical Trade Contractor understands the design concept and that he demonstrates his understanding by indicating which materials and equipment he intends to furnish and install and use.

F. Secure submittals smaller than 8-1/2 x 11 to paper of this size.

G. Material and equipment fabricated, furnished and/or installed or used without the Engineer's review are subject to rejection by the Engineer.

H. Corrections or comments made on submittals during review by the Engineer do not relieve the Electrical Trade Contractor from compliance with the requirements of the Contract Documents. Such review will be only for general conformance with the design concept, and the information given in the Contract Documents and does not include review of quantities, dimensions, sizing, pressure drops, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of each Trade Contractor. Review of a specific item does not indicate acceptance of an assembly of which the item is a component. The Engineer is not responsible for any deviations from the Contract Documents that are not clearly noted by the Electrical Trade Contractor. The Engineer will not review partial submissions or those for which submissions for correlated items have not been received. Each Trade Contractor

is responsible for: confirming and correlating all quantities, clearance, and dimensions; selecting fabrication processes and techniques of construction; coordinating work with all other Trades, and performing his work in a safe and satisfactory manner.

I. All submittals must be able to be reproduced. The Electrical Trade Contractor is responsible for all reproduction and distribution to the General Construction Trade Contractor and all other Trade Contractors as applicable.

2.3 MATERIALS AND EQUIPMENT

A. All materials and equipment must be new and conform to the grade, quality and standards specified herein.

B. All equipment offered under these specifications is limited to products regularly produced and recommended for service ratings in accordance with engineering data or other comprehensive literature made available to the public and in effect at the time of opening of bids. Testing agency seals, decals and/or nameplate shall be attached to and visible on all equipment.

C. Items such as valves, and all other equipment and material, where applicable and practicable, must each be of one manufacturer.

D. Install equipment in strict accordance with manufacturer's instructions for type and capacity of each piece of equipment used. Obtain these instructions, which will be considered part of these specifications. Type, capacity and application of equipment must be suitable and operate satisfactorily for the purpose intended in the electrical systems.

E. Refer to the Instructions to Bidders and General Conditions Section.

2.4 EQUIPMENT VARIATIONS AND SUBSTITUTIONS

A. Equipment Substitution Definition as follows:

1. A product that is neither the Basis of Design, nor one of the named Alternative Manufacturing Sources.

B. Equipment Variation Definition as follows:

1. A product that is not the Basis of Design, but is named as one of the specified Alternative Manufacturing Sources.

C. The manufacturers listed in Part 2 of all technical specifications are considered Alternative Manufacturing Sources as described in Paragraphs A and B above.

D. "Subject to compliance", as used in these specifications, means compliance with all the requirements of the Contract Documents.

E. Refer to the applicable Articles of the Instructions to Bidders and General Conditions Section.

F. The materials and products mentioned in these Contract Documents are specified to establish a standard of: material of manufacture; independent testing agency certifications; quality; function; design; and performance. The phrases "Basis of Design," "standard of design," and "equivalent acceptable," are used to indicate that other similar, comparable products may be used provided such substitutes or variations are accepted by the Engineer as meeting all the salient characteristics and standards necessary, such as: material of manufacture; independent testing agency certifications; quality; function; design; and performance, to meet the Owner's needs and meet the objectives of the Engineer's Project Design.

G. Where Alternative Manufacturing Sources are listed for an item:

1. Selection must be either the Basis of Design or one of those listed Alternative Manufacturing Sources.
2. There is no guarantee implied that each and every manufacturer listed can meet or exceed the salient characteristics, such as: material of manufacture; independent testing agency certifications; quality; function; design; and performance of the product specified as Basis of Design.

2.5 PIPING AND CONDUIT SLEEVES

A. Provide all sleeves required for electrical work and be fully responsible for the final and permanent locations thereof.

B. Provide sleeves in the following locations:

1. All pipes and conduits passing through all cast-in-place concrete construction.
2. All pipes and conduits passing through cast-in-place waterproof concrete construction.

C. Extend through construction and finish flush with each surface except where noted otherwise. Provide for a minimum ½" clearance around conduit, pipe or its covering in the instance of pipe covered with insulation.

D. All sleeves in waterproof walls and floors must be fitted and sealed with positive hydrostatic mechanical seals. Provide Basis of Design Product "Link Seal" as manufactured by Thunderline Corporation or Comparable Product by Advance Products and Systems, Inc. or Proco Products, Inc. Sleeves must be sized accordingly. Mechanical seals must be placed around piping and/or conduit and inserted into void between inner wall of sleeve and piping and/or conduit. Tighten mechanical seals as required for watertight seal.

E. All sleeves must be Schedule 40 steel pipe finished with smooth edges. Sleeves in waterproof walls and floors must be fabricated with minimum 1/4" thick rectangular steel plate placed around mid-point of sleeve, continuously welded to sleeve and then place the entire/plate assembly into proper position prior to erection of walls and floors. Otherwise, provide sleeves with a minimum of three (3) lugs for anchoring.

F. Set all sleeves prior to or during erection of walls and floors. In the event that sleeves are omitted or incorrectly located in new walls or slabs, submit a location plan and method of cutting and installing sleeves to the Engineer for review prior to carrying out the work.

G. Where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine, such as a masonry saw or core drill, to insure a neat hole.

PART 3 - EXECUTION

3.1 METHOD OF PROCEDURE

A. The drawings accompanying these specifications are diagrammatic and intended to cover the approximate and relative locations of the systems.

B. Installation, connection and interconnection of all components of these systems must be complete and made in accordance with the manufacturers' instructions and best trade practices.

C. Erect all parts of equipment furnished at such time and in such manner as not to delay or interfere with other Trade Contractors and their work.

D. Plug all piping, conduit and ductwork as required during construction to prevent entering of dirt.

E. Before material is ordered or fabricated, or any work is performed, verify all

calculations, sizing, measurements, including lines, grades, pipes, conduit and ductwork elevations at the building, as applicable, and be responsible for the correctness thereof. No extra compensation will be allowed on account of differences between actual dimensions, routing and measurements and those indicated in the Contract Documents. Any discrepancies discovered must be submitted to the Engineer for consideration before proceeding with the work.

F. Lay out work and be responsible for the establishment of heights, grades, and the like, for all interior and exterior equipment and systems as applicable, including piping, drains, fixtures, conduit, ductwork, and the like, included in Contract Documents, in strict accordance with the intent expressed thereby; and all the physical conditions to be met at the finished grade, and be responsible for accuracy thereof. The establishment of the location of all work must be performed in consideration of the finished work. In case of conflict, equipment and/or materials must be relocated without cost to the Project, as directed by the Engineer, regardless of which equipment was installed first. Refer to Article, "Coordination Drawings", in Part 1 of this section.

G. Cooperate with other Trade Contractors for the proper securing and anchoring of all work included within these specifications. Use extraordinary care in the erection and installation of all equipment and materials.

3.2 PROTECTION OF WORK

A. All piping, equipment, materials and accessories having polished or plated surfaces, machined finishes or unpainted surfaces must be given a thick coat of a neutral protection grease and carefully covered with thick cloth or heavy building paper held securely in place to protect

the finish against damage during the entire period of construction. Protect equipment by the use of canvas tarps, vinyl sheeting or similar materials held securely in place.

B. Seal all openings in pipes, fittings, ductwork, conduit and all other materials to exclude dirt, sand, and other foreign materials.

3.3 CUTTING AND PATCHING

A. Perform cutting and patching in accordance with Division 01.

3.4 EQUIPMENT IDENTIFICATION

A. Identify all equipment as to nature, service and purpose by means of permanently attached plastic nameplates having ½" high letters, dull black outside and white core. Nameplates of approved size, beveled edges and engraved through black to white core. Basis of Design for nameplates is Seton Corp. Comparable products by Marking Services, Inc. Milwaukee, WI (1-800-234-0135) or Brady Worldwide may be submitted for review. Nameplates shall indicate equipment identification names and numbers as approved by the Owner.

3.5 ABANDONMENT, REMOVAL AND RELOCATION

A. Perform all abandonment, removal and relocation work required for completion of electrical systems.

B. Removals shown on drawings are a general indication only, and may not necessarily indicate the full extent of removals which may be required to complete this work.

C. Where work under this contract interferes with the existing construction, piping, conduit or equipment, remove all such materials and route new work to clear the obstruction. Provide additional piping, conduits, ducts, and material of the same design and quality if the piping and/or conduit is to be continued in use.

D. Disconnect and remove all accessible piping, conduit, materials, and equipment not required in the new systems. Plug all outlets at the main or riser connection.

E. Removed materials not desired by the Owner and not to be reset and not specified nor indicated to be reused, become the property of the Electrical Trade Contractor and must be promptly removed from site.

F. All demolition work is subject to the direction and approval of the Engineer and must be performed in such manner as not to interfere with the normal operation of the Site.

G. Relocate existing utilities and/or equipment that must remain to maintain operation of site outside the work area.

3.6 INITIAL APPLICATION FOR PAYMENT

A. Provide the following prior to the initial application for payment:

1. Copy of each Trade Contractor's and Sub-Contractors' license for the state in which the work is being performed.
2. Resumes for the designated Project Manager and Project Foreman.
3. List of independent agencies who will be engaged by the Electrical Trade Contractor to perform tests, provide certifications, conduct inspections, etc. as required by Contract Documents.
4. Proposed manufacturers subcontractors list.
5. Proposed Submittal Log (complete and entire).
6. Proposed Schedule of Values.

B. The initial application for payment will not be processed until the items above are submitted.

C. Include line items for coordination drawings and break out work by the individual camp sites. I.E. CCC Camp, North Shore, etc.

3.7 FINAL APPLICATION FOR PAYMENT

A. Refer to the Instructions to Bidders and General Conditions Section.

B. Provide the following prior to the final application for payment:

1. Start-up reports for each piece of electrical equipment.
2. Electrical Inspection Agency's written report.
3. Electrical Trade Contractor's Punch List of incomplete work items with reason why each work item is not complete and anticipated schedule for completion. Submit at least one week prior to Engineer's final Construction Observation Report site visit.
4. Electrical Trade Contractor's notarized certification letter.
5. As-built drawings as described in Part 1 of this specification section.

C. The final application for payment will not be processed until the items above are submitted.

3.8 INDEMNIFICATION

A. Refer to the applicable Instructions to Bidders and General Conditions Section.

END OF SECTION 260010

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SECTION 260050 - ELECTRICAL SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the contract including general and supplementary conditions and Division 01 Specifications Sections apply to this section.

B. Refer specifically to the technical provisions of the GENERAL REQUIREMENTS, ELECTRICAL (GRE).

1.2 SCOPE OF WORK

A. The work under this Division of the specification shall include all labor, materials, appliances and services necessary for and incidental to the primary completion of the electrical system for this structure and related work as shown, implied or required by the drawings and/or described hereinafter.

B. The precise nature of the work is specified in detail in other Sections. As a guide to the general concept of the electrical design, the work herein described shall include, but not be limited to the following:

1. General power circuits.
2. Circuit breakers & distribution equipment.
3. Wiring and conduit systems, boxes and devices.
4. Grounding.
5. R.V. electrical pedestals.
6. Electric service.

1.3 CURRENT CHARACTERISTICS AND LOAD RATINGS OF MOTORS AND EQUIPMENT

A. The intended electrical characteristics of all equipment are noted only on the Electrical Drawings.

B. Furnish to all other contractors, data relating to the electrical characteristics of their equipment as shown on the Electrical Drawings, that they may furnish correct equipment. Assume all responsibility for correction of problems arising from failure to do so.

1.4 UTILITY CONNECTIONS

A. The information given regarding methods and materials for connection to the utility lines, existing electric equipment, or any other systems represents the best information available to the Engineer at time of design. This Contractor shall visit the site and determine all requirements for such connection, and any costs or fees involved, and shall include the costs thereof in his bid.

1.5 CODE COMPLIANCE

A. The contractor shall comply with the requirements of the latest National Electrical Code, all state & local codes and all other authorities having jurisdiction, regardless of what is indicated on the drawings or specified herein. Comply with IBC 2015.

PART 2 – PRODUCTS

2.1 R.V. ELECTRICAL PEDESTAL

A. Provide U.L. listed, NEMA 3R electrical pedestals at each R.V. location. Electric pedestals shall be prewired for 120/240V single phase service with circuit breakers and receptacles. For 50-amp, 30-amp, and 20-amp outlets in accordance with Article 551 of the N.E.C.

B. Pedestal shall be a one-piece enclosure constructed from 16GA, G90, galvanized steel with powder coated finish.

C. Pedestal shall be direct buried with tamper proof seals, loop feed lugs, and tin-plated copper stabs.

D. Acceptable Manufacturers : GE , Cutler Hammer , Siemens, Square D or approved equal.

PART 3 - EXECUTION

3.1 ELECTRIC SERVICE

A. The electrical service shall be 13,200 volt, 3 phase, taken from the lines of the Atlantic City Electric Company (ACE).

B. Service shall run underground from the ACE Facilities indicated with necessary conduit and conductors for connection by ACE and as required by ACE.

C. Provide concrete pad/vault, bollards, pull boxes, and grounding as required by ACE to accept an ACE pad mount transformer.

D. Provide all secondary conduits and cables of size as indicated and make all connections to the ACE transformer in accordance with and as required by ACE. Primary cables shall be by ACE

E. Contractor shall furnish and install all cabinets and boxes necessary for ACE metering where indicated on the drawings and in accordance with ACE requirements.

F. This contractor shall provide all excavation and backfill as necessary to secure the electrical service. Backfill shall be compacted to 90%.

G. Restore all areas of excavation to match surrounding surfaces.

END OF SECTION 260050

SECTION 260150 - BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Supporting devices for electrical components.
2. Electrical identification.
3. Electrical demolition.
4. Touchup painting.

1.3 SUBMITTALS

A. Product Data:

1. For electrical identification devices and labels.

B. Shop Drawings: Dimensioned plans and sections or elevation layouts of electricity-metering equipment.

C. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.4 QUALITY ASSURANCE

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

B. Comply with NFPA 70.

1.5 COORDINATION

A. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in building structure during progress of construction to facilitate the electrical installations that follow.

1. Set inserts and sleeves in poured-in-place concrete, masonry work, and other structural components as they are constructed.

B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning before closing in the building.

C. Coordinate location of access panels and doors for electrical items that are concealed by finished surfaces. Access doors and panels are specified in Section “General Requirements Electrical."

D. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.

E. Where electrical identification markings and devices will be concealed by acoustical ceilings and similar finishes, coordinate installation of these items before ceiling installation.

F. Electrical devices and boxes are indicated on Drawings in approximate locations unless dimensioned. Adjust box or device location up to 10 feet, if required to accommodate intended purpose or owner request, with no additional cost to contract.

PART 2 - PRODUCTS

2.1 SUPPORTING DEVICES

A. Material: Cold-formed steel, with corrosion-resistant coating acceptable to authorities having jurisdiction.

B. Metal Items for Use Outdoors or in Damp Locations: Hot-dip galvanized steel.

C. Slotted-Steel Channel Supports: Flange edges turned toward web, and 9/16-inch-diameter slotted holes at a maximum of 2 inches o.c., in webs.

1. Channel Thickness: Selected to suit structural loading.
2. Fittings and Accessories: Products of the same manufacturer as channel supports.

D. Raceway and Cable Supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, and wall brackets.

E. Pipe Sleeves: ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, plain ends.

F. Expansion Anchors: Carbon-steel wedge or sleeve type.

G. Toggle Bolts: All-steel springhead type.

H. Powder-Driven Threaded Studs: Heat-treated steel.

2.2 ELECTRICAL IDENTIFICATION

A. Identification Devices: A single type of identification product for each application category. Use colors prescribed by ANSI A13.1, NFPA 70, and these Specifications.

B. Raceway and Cable Labels: Comply with ANSI A13.1, Table 3, for minimum size of letters for legend and minimum length of color field for each raceway and cable size.

1. Type: Preprinted, flexible, self-adhesive, vinyl. Legend is over laminated with a clear, weather- and chemical-resistant coating.
2. Color: Black letters on orange background.
3. Legend: Indicates voltage.

C. Colored Adhesive Marking Tape for Raceways, Wires, and Cables: Self-adhesive vinyl tape, not less than 1 inch wide by 3 mils thick.

D. Tape Markers for Wire: Vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters.

E. Engraved-Plastic Labels, Signs, and Instruction Plates: Engraving stock, melamine plastic laminate punched or drilled for mechanical fasteners 1/16-inch minimum thickness for signs up to 20 sq. in. and 1/8-inch minimum thickness for larger sizes. Engraved legend in black letters on white background.

F. Interior Warning and Caution Signs: Comply with 29 CFR, Chapter XVII, Part 1910.145. Preprinted, aluminum, baked-enamel-finish signs, punched or drilled for mechanical fasteners, with colors, legend, and size appropriate to the application.

G. Exterior Warning and Caution Signs: Comply with 29 CFR, Chapter XVII, Part 1910.145. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch, galvanized-steel backing, with colors, legend, and size appropriate to the application. 1/4-inch grommets in corners for mounting.

H. Fasteners for Nameplates and Signs: Self-tapping, stainless-steel screws or No. 10/32 stainless-steel machine screws with nuts and flat and lock washers.

2.3 TOUCHUP PAINT

A. For Equipment: Equipment manufacturer's paint selected to match installed equipment finish.

B. Galvanized Surfaces: Zinc-rich paint recommended by item manufacturer.

PART 3 - EXECUTION

3.1 ELECTRICAL EQUIPMENT INSTALLATION

A. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide the maximum possible headroom.

B. Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.

C. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.

D. Right of Way: Give to raceways and piping systems installed at a required slope.

3.2 ELECTRICAL SUPPORTING DEVICE APPLICATION

A. Damp Locations and Outdoors: Hot-dip galvanized materials or nonmetallic, U-channel system components.

B. Dry Locations: Steel materials.

C. Selection of Supports: Comply with manufacturer's written instructions.

D. Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four; minimum of 200-lb design load.

3.3 SUPPORT INSTALLATION

A. Install support devices to securely and permanently fasten and support electrical components.

B. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.

C. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.

D. Size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.

E. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.

F. Install 1/4-inch-diameter or larger threaded steel hanger rods, unless otherwise indicated.

G. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.

H. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers. If bar hangers are used, attach bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 24 inches from the box.

I. Install metal channel racks for mounting cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices unless components are mounted directly to structural elements of adequate strength.

J. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.

K. Securely fasten electrical items and their supports to the building structure, unless otherwise indicated. Perform fastening according to the following unless other fastening methods are indicated:

1. Wood: Fasten with wood screws.
2. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.
3. New Concrete: Concrete inserts with machine screws and bolts.
4. Existing Concrete: Expansion bolts.
5. Instead of expansion bolts, threaded studs driven by a powder charge and provided with lock washers may be used in existing concrete.
6. Steel: Welded threaded studs or spring-tension clamps on steel.

    a. Field Welding: Comply with AWS D1.1.

7. Welding to steel structure may be used only for threaded studs, not for conduits, pipe straps, or other items.
8. Light Steel: Sheet-metal screws.
9. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.

3.4 IDENTIFICATION MATERIALS AND DEVICES

A. Install at locations for most convenient viewing without interference with operation and maintenance of equipment.

B. Coordinate names, abbreviations, colors, and other designations used for electrical identification with corresponding designations indicated in the Contract Documents or required by codes and standards. Use consistent designations throughout Project.

C. Self-Adhesive Identification Products: Clean surfaces before applying.

D. Identify raceways and cables with color banding as follows:

1. Bands: Colored adhesive marking tape. Make each color band 2 inches (51 mm) wide, completely encircling conduit, and place adjacent bands of two-color markings in contact, side by side.
2. Band Locations: 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.
3. Apply the following colors to the systems listed below:

    a. Fire Alarm System: Red.
    b. Fire-Suppression Supervisory and Control System: Red and yellow.
    c. Combined Fire Alarm and Security System: Red and blue.
    d. Security System: Blue and yellow.
    e. Mechanical and Electrical Supervisory System: Green and blue.
    f. Telecommunication System: Green and yellow.

E. Tag and label circuits designated to be extended in the future. Identify source and circuit numbers in each cabinet, pull and junction box, and outlet box. Color-coding may be used for voltage and phase identification.

F. Color-code 208/120-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:

1. Phase A: Black.
2. Phase B: Red.
3. Phase C: Blue.
4. Neutral: White.
5. Ground: Green.

H. Install warning, caution, and instruction signs where required to comply with 29 CFR, Chapter XVII, Part 1910.145, and where needed to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.

I. Install engraved-laminated emergency-operating signs with white letters on red background with minimum 3/8-inch-high lettering for emergency instructions on power transfer, load shedding, and other emergency operations.

J. Equipment Identification Labels: Engraved plastic laminate. Install on each unit of equipment, unless units are specified with their own self-explanatory identification. Unless otherwise indicated, provide a single line of text with 1/2-inch-high lettering on 1-1/2-inch-high label; where two lines of text are required, use labels 2 inches high. Use white lettering on black field. Apply labels for each unit of the following categories of equipment using mechanical fasteners:

1. Panelboards, electrical cabinets, and enclosures.

2. Access doors and panels for concealed electrical items.
3. Emergency system boxes and enclosures.
4. Disconnect switches.
5. Enclosed circuit breakers.
6. Motor starters.
7. Push-button stations.
8. Remote-controlled switches.
9. Control devices.

3.5 FIRESTOPPING

A. Apply firestopping to cable and raceway penetrations of fire-rated floor and wall assemblies to achieve fire-resistance rating of the assembly. Firestopping materials and installation requirements are specified in Section "General Requirements Electrical."

3.6 DEMOLITION

A. Protect existing electrical equipment and installations indicated to remain. If damaged or disturbed in the course of the Work, remove damaged portions and install new products of equal capacity, quality, and functionality.

B. Use disconnect and removal information, shown on plans and in specifications exclusively as a guide. Coordinate and plan all disconnect and removal work with the work directed to be relocation and refer to the electrical specification section “Relocations” for further details.

C. Patch all new access holes and vacated original holes thru floors and walls as required to maintain integrity of fire rating in complete compliance with this GRE.

D. Re-energize, provide necessary wiring extensions to any and all existing items whose use is to continue, and provide all testing and check out to restore proper operation. Investigate test verify and confirm all wiring in the area of construction, whose use is continuing, and take prudent steps to protect such systems and equipment, during the work of all contractors on the job.

E. Accessible Work: Remove exposed electrical equipment and installations, indicated to be demolished, in their entirety.

F. Abandoned Work: Cut and remove buried raceway and wiring, indicated to be abandoned in place, 2 inches below the surface of adjacent construction. Cap raceways and patch surface to match existing finish.

G. Remove demolished material from Project site.

H. Remove, store, clean, reinstall, reconnect, and make operational components indicated for relocation.

3.7 RELOCATIONS

A. Visit the site, survey any and all field conditions, systems and equipment related to equipment being relocated, and include all labor and material necessary to carry out the relocation directions and include provisions to handle all site conditions.

B. Disconnect, remove, clean, test, and checkout, and then reinstall all such equipment as shown or as directed. Protect all equipment after disconnections, and removal prior to reinstallation. Remove, reroute and reinstall test checkout, and reconnect all branch wiring associated with relocated equipment, unless new circuits and connections to new systems are specifically designed, planned and specified.

3.8 CUTTING AND PATCHING

A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.

B. Repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed surfaces. Install new fireproofing where existing firestopping has been disturbed. Repair and refinish materials and other surfaces by skilled mechanics of trades involved.

3.9 FIELD QUALITY CONTROL

A. Inspect installed components for damage and faulty work.

3.10 REFINISHING AND TOUCHUP PAINTING

A. Refinish and touch up paint. Paint materials and application requirements are specified in Division 09 Section "Painting."

1. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.
2. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.
3. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
4. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

3.11 CLEANING AND PROTECTION

A. On completion of installation, including outlets, fittings, and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.

B. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

END OF SECTION 260150

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SECTION 260519- CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes building wires and cables and associated connectors, splices, and terminations for wiring systems rated 600 V and less.

1.3 SUBMITTALS

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

B. Qualification Data: For testing agency.

C. Field Quality-Control Test Reports: From a qualified testing and inspecting agency engaged by Contractor.

1.4 QUALITY ASSURANCE

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

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

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

2.2 CONDUCTORS AND CABLES

A. Available Manufacturers:

1. American Insulated Wire Corp.; a Leviton Company.
2. General Cable Corporation.
3. Southwire Company.
4. Or approved equal.

B. Refer to Part 3 "Conductor and Insulation Applications" Article for insulation type, cable construction, and ratings.

C. Conductor Material: Copper complying with NEMA WC 5. Solid conductor for No. 12 AWG and smaller, stranded for No. 10 AWG and larger.unless noted otherwise

D. Conductor Insulation Types: Type THHN-THWN OR XHHW complying with NEMA WC 5.

2.3 CONNECTORS AND SPLICES

A. Available Manufacturers:

1. AMP Incorporated/Tyco International.
2. Hubbell/Anderson.
3. O-Z/Gedney; EGS Electrical Group LLC.
4. 3M Company; Electrical Products Division.
5. Or approved equal.

B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

PART 3 - EXECUTION

3.1 CONDUCTOR AND INSULATION APPLICATIONS

A. Feeders: Type URD Direct Burial ,600V , with stranded Aluminum conductors and crosslinked polyethelene insulation , UL standard 854 . Minimum burial depth 24 inches

B. Service Feeders:: Type THHN-THWN, single conductors in raceway.
.

C. Control wiring less than 120V and power limited system: Provide in accordance with system manufacturer's recommendations and in accordance with NEC Article 725.

D. Class 1 Control Circuits: Type THHN-THWN, in raceway.

E. Class 2 Control Circuits: Type THHN-THWN, in raceway.

F. Use conductor not smaller than 12 AWG for power circuits.

G. Use conductor not smaller than 14 AWG for control circuits.

3.2 INSTALLATION

A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.

B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

E. Support cables according to Division 26 Section "Basic Electrical Materials and Methods."

F. Seal around cables penetrating fire-rated elements according to Section "General Requirements Electrical."

G. Identify and color-code conductors and cables according to Division 26 Section "Basic Electrical Materials and Methods."

H. Remove existing wires from raceway before pulling in new wires and cables.

3.3 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches of slack.

D. Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer.

3.4 FIELD QUALITY CONTROL

A. Testing:

1. After installing conductors and cables and before electrical circuitry has been energized, test for compliance with requirements.
2. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.3.1. Certify compliance with test parameters.

B. Test Reports: Prepare a written report to record the following:

1. Test procedures used.
2. Test results that comply with requirements.
3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes grounding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.

B. Related Sections include the following:

1. Division 26 Section "Conductors and Cables" for requirements for grounding conductors.

1.3 SUBMITTALS

A. Qualification Data: For firms and persons specified in "Quality Assurance" Article.

B. Field Test Reports: Submit written test reports to include the following:

1. Test procedures used.
2. Test results that comply with requirements.
3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

1.4 QUALITY ASSURANCE

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

1. Comply with UL 467.

B. Comply with NFPA 70; for overhead-line construction and medium-voltage underground construction, comply with IEEE C2.

PART 2 - PRODUCTS

2.1 GROUNDING CONDUCTORS

A. For insulated conductors, comply with Division 26 Section "Conductors and Cables."

B. Material: Copper.

C. Equipment Grounding Conductors: Insulated with green-colored insulation.

D. Bare Copper Conductors: Comply with the following:

1. Solid Conductors: ASTM B 3.
2. Assembly of Stranded Conductors: ASTM B 8.
3. Tinned Conductors: ASTM B 33.

E. Copper Bonding Conductors: As follows:

1. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG copper conductor, 1/4 inch diameter.
2. Bonding Conductor: No. 4 or No. 6 AWG, stranded copper conductor.
3. Bonding Jumper: Bare copper tape, braided bare copper conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

2.2 CONNECTOR PRODUCTS

A. Comply with IEEE 837 and UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items.

B. Bolted Connectors: Bolted-pressure-type connectors, or compression type.

C. Welded Connectors: Exothermic-welded type, in kit form, and selected per manufacturer's written instructions.

PART 3 - EXECUTION

3.1 APPLICATION

A. Use only copper conductors for both insulated and bare grounding conductors in direct contact with earth, concrete, masonry, crushed stone, and similar materials.

B. In raceways, use insulated equipment grounding conductors.

C. Exothermic-Welded Connections: Use for connections to structural steel and for underground connections.

D. Equipment Grounding Conductor Terminations: Use bolted pressure clamps.

3.2 EQUIPMENT GROUNDING CONDUCTORS

A. Comply with NFPA 70, Article 250, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NFPA 70 are indicated.

B. Install equipment grounding conductors in all feeders and circuits.

3.3 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Bonding Straps and Jumpers: Install so vibration by equipment mounted on vibration isolation hangers and supports is not transmitted to rigidly mounted equipment. Use exothermic-welded connectors for outdoor locations, unless a disconnect-type connection is required; then, use a bolted clamp. Bond straps directly to the basic structure taking care not to penetrate any adjacent parts. Install straps only in locations accessible for maintenance.

3.4 CONNECTIONS

A. General: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.

1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer to order of galvanic series.
2. Make connections with clean, bare metal at points of contact.
3. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

B. Exothermic-Welded Connections: Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.

C. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.

D. Noncontact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically non-continuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.

E. Tighten screws and bolts for grounding and bonding 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.

F. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by connector manufacturer. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.

END OF SECTION 260526

SECTION 260533 - RACEWAYS AND BOXES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.3 DEFINITIONS

A. FMC: Flexible metal conduit.

B. IMC: Intermediate metal conduit.

C. LFMC: Liquidtight flexible metal conduit.

1.4 SUBMITTALS

A. Product Data: For raceways, wireways and cabinets.

1.5 QUALITY ASSURANCE

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

B. Comply with NFPA 70.

1.6 COORDINATION

A. Coordinate layout and installation of raceways, boxes, enclosures, cabinets, and suspension systems with other construction that penetrates ceilings or is supported by them, including but not limited to lighting fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

B. Coordinate layout and installation of raceways and boxes with other construction elements to ensure adequate headroom, working clearance, and access.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

A. Rigid Steel Conduit: ANSI C80.1.

B. FMC: Zinc-coated steel.

C. LFMC: Flexible steel conduit with PVC jacket.

D. Fittings for Conduit (Including all Types and Flexible and Liquidtight: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.

2.2 METAL WIREWAYS

A. Material and Construction: Sheet metal sized and shaped as required, NEMA 1.

B. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

C. Select features, unless otherwise indicated, as required to complete wiring system and to comply with NFPA 70.

D. Wireway Covers: Hinged type.

E. Finish: Manufacturer's standard enamel finish.

2.3 BOXES, ENCLOSURES, AND CABINETS

A. Sheet Metal Outlet and Device Boxes: NEMA OS 1.

B. Cast-Metal Outlet and Device Boxes: NEMA FB 1, aluminum, Type FD, with gasketed cover.

C. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

D. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

E. Cabinets:

1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.

4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.

2.4 SLEEVES FOR RACEWAYS

A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

B. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch thickness as indicated and of length to suit application.

C. Coordinate sleeve selection and application with selection and application of firestopping

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:

1. Conduit: Galvanized rigid steel conduit.
2. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
3. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.

B. Comply with the following indoor applications, unless otherwise indicated:

1. Conduit: Galvanized rigid steel conduit.
2. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
3. Damp or Wet Locations: Rigid Steel Conduit.
4. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, stainless steel in damp or wet locations.

C. Minimum Raceway Size: 3/4-inch trade size.

D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.

3.2 INSTALLATION

A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.

B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Complete raceway installation before starting conductor installation.

D. Arrange stub-ups so curved portions of bends are not visible above the finished slab.

E. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.

F. Conceal conduit within finished walls, ceilings, and floors, unless otherwise indicated.

G. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

H. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.

I. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.

J. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where otherwise required by NFPA 70.

K. Flexible Conduit Connections: Use maximum of 72 inches of flexible conduit for recessed and semi-recessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations.

L. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.

3.3 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Coordinate sleeve selection and application with selection and application of firestopping."

B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.

C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

D. Rectangular Sleeve Minimum Metal Thickness:

1. For sleeve cross-section rectangle perimeter less than 50 inches and no side greater than 16 inches, thickness shall be 0.052 inch.
2. For sleeve cross-section rectangle perimeter equal to, or greater than, 50 inches and 1 or more sides equal to, or greater than, 16 inches, thickness shall be 0.138 inch.

E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

F. Cut sleeves to length for mounting flush with both surfaces of walls.

G. Extend sleeves installed in floors 2 inches above finished floor level.

H. Seal space outside of sleeves with grout for penetrations of concrete.

I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway, using joint sealant appropriate for size, depth, and location of joint. Refer to Division 7 Section "Joint Sealants" for materials and installation.

J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway penetrations. Install sleeves and seal with firestop materials. Comply with Division 07 Section "Through-Penetration Firestop Systems."

K. Roof-Penetration Sleeves: Seal penetration of individual raceways with flexible, boot-type flashing units applied in coordination with roofing work.

L. Aboveground, Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

M. Underground, Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch annular clear space between raceway and sleeve for installing mechanical sleeve seals.

3.4 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.5 PROTECTION

A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

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SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Lighting and appliance branch-circuit panelboards.

1.3 DEFINITIONS

A. ATS: Acceptance testing specification.

B. MCCB: Molded-case circuit breaker.

C. SPD: Surge protective device.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of panelboard.

1. Include materials, switching and overcurrent protective devices, SPDs, accessories, and components indicated.
2. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

B. Shop Drawings: For each panelboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details.
2. Show tabulations of installed devices with nameplates, conductor termination sizes, equipment features, and ratings.
3. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
4. Detail bus configuration, current, and voltage ratings.
5. Short-circuit current rating of panelboards and overcurrent protective devices.
6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
7. Include wiring diagrams for power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

A. Panelboard Schedules: For installation in panelboards.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:

1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

1.7 QUALITY ASSURANCE

A. Manufacturer Qualifications: ISO 9001 or 9002 certified.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Remove loose packing and flammable materials from inside panelboards; install temporary electric heating (250 W per panelboard) to prevent condensation.

B. Handle and prepare panelboards for installation according to NEMA PB 1.

1.9 FIELD CONDITIONS

A. Environmental Limitations:

1. Do not deliver or install panelboards until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above panelboards is complete, and HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:

a. Ambient Temperature: Not exceeding 23 deg F (minus 5 deg C) to plus 104 deg F (plus 40 deg C).
b. Altitude: Not exceeding 6600 feet (2000 m).

B. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

1. Notify Owner no fewer than two (2) days in advance of proposed interruption of electric service.
2. Do not proceed with interruption of electric service without Owner's written permission.

3. Comply with NFPA 70E.

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: Surface-mounted, dead-front cabinets.

1. Rated for environmental conditions at installed location.

    a. Indoor Dry and Clean Locations: NEMA 250, Type 1.

2. Height: 84 inches (2.13 m) maximum.
3. Front: Secured to box with concealed trim clamps; match box dimensions. Trims shall cover all live parts and shall have no exposed hardware.
4. 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.
5. Skirt for Surface-Mounted Panelboards: Same gage and finish as panelboard front with flanges for attachment to panelboard, wall, and ceiling or floor.
6. Gutter Extension and Barrier: Same gage and finish as panelboard enclosure; integral with enclosure body. Arrange to isolate individual panel sections.
7. Finishes:

    a. Panels and Trim: galvanized steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
    b. Back Boxes: Same finish as panels and trim.

E. Phase, Neutral, and Ground Buses:

1. Material: Hard-drawn copper, 98 percent conductivity.
2. Interiors shall be factory assembled into a unit. Replacing switching and protective devices shall not disturb adjacent units or require removing the main bus connectors.
3. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
4. Full-Sized Neutral: Equipped with full-capacity bonding strap for service entrance applications. Mount electrically isolated from enclosure. Do not mount neutral bus in gutter.

F. Conductor Connectors: Suitable for use with conductor material and sizes.

1. Material: Hard-drawn copper, 98 percent conductivity.
2. Terminations shall allow use of 75 deg C rated conductors without derating.
3. Size: Lugs suitable for indicated conductor sizes, with additional gutter space, if required, for larger conductors.
4. Main and Neutral Lugs: Compression type, with a lug on the neutral bar for each pole in the panelboard.
5. Ground Lugs and Bus-Configured Terminators: Mechanical type, with a lug on the bar for each pole in the panelboard.

G. Future Devices: Panelboards shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.

H. 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.

1. Panelboards and overcurrent protective devices rated 240 V or less shall have short-circuit ratings as shown on Drawings, but not less than 10,000 A rms symmetrical.

2.2 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Provide panels by one of the following:

1. Cutler Hammer.
2. Siemens.
3. Square D.
4. Or approved equal.

B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.

C. Mains: Circuit breaker or lugs only.

D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

E. Doors: Door-in-door construction with concealed hinges; secured with multipoint latch with tumbler lock; keyed alike. Outer door shall permit full access to the panel interior. Inner door shall permit access to breaker operating handles and labeling, but current carrying terminals and bus shall remain concealed.

2.3 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. 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.

2.4 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.

1. Circuit directory shall identify specific purpose with detail sufficient to distinguish it from all other circuits.

2.5 ACCESSORY COMPONENTS AND FEATURES

A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify actual conditions with field measurements prior to ordering panelboards to verify that equipment fits in allocated space in, and comply with, minimum required clearances specified in NFPA 70.

B. Receive, inspect, handle, and store panelboards according to NEMA PB 1.1.

C. Examine panelboards before installation. Reject panelboards that are damaged, rusted, or have been subjected to water saturation.

D. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

B. Comply with NECA 1.

C. Install panelboards and accessories according to NEMA PB 1.1.

D. Equipment Mounting:

1. Attach panelboard to the vertical finished or structural surface behind the panelboard.

E. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from panelboards.

F. Mount top of trim 72 inches above finished floor unless otherwise indicated.

G. Mount panelboard cabinet plumb and rigid without distortion of box.

H. Install overcurrent protective devices not already factory installed.

1. Set field-adjustable, circuit-breaker trip ranges.
2. Tighten bolted connections and circuit breaker connections using calibrated torque wrench or torque screwdriver per manufacturer's written instructions.

I. Make grounding connections. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.

J. Install filler plates in unused spaces.

K. Arrange conductors in gutters into groups and bundle and wrap with wire ties.

3.3 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 260150 "Basic Electrical Materials and Methods."

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 260150 "Basic Electrical Materials and Methods."

3.4 FIELD QUALITY CONTROL

A. Acceptance Testing Preparation:

1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

B. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers stated in NETA ATS, Paragraph 7.6 Circuit Breakers. Do not perform optional tests. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
3. Perform the following infrared scan tests and inspections and prepare reports:

    a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each panelboard. Remove front panels so joints and connections are accessible to portable scanner.
    b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each panelboard 11 months after date of Substantial Completion.
    c. Instruments and Equipment:

        1) Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

C. Panelboards will be considered defective if they do not pass tests and inspections.

D. 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.

3.5 ADJUSTING

A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

3.6 PROTECTION

A. Temporary Heating: Prior to energizing panelboards, apply temporary heat to maintain temperature according to manufacturer's written instructions.

END OF SECTION 262416

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SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Protecting existing trees and vegetation to remain.
2. Clearing and grubbing.
3. Topsoil stripping.
4. Removing above-grade site improvements.
5. Disconnecting, capping or sealing, and abandoning site utilities in place.
6. Disconnecting, capping or sealing, and removing site utilities.

B. Related Sections:

1. Division 31 Section 31 20 00 “Earthwork” for soil materials, excavating, backfilling, and site grading.

1.3 DEFINITIONS

A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of weeds, roots, and other deleterious materials.

1.4 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled or to remain Owner's property, cleared and waste materials shall become Contractor's property and shall be removed from the site.

1.5 INFORMATIONAL SUBMITTALS

A. The contractor shall be responsible to provide photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing. The photographs or videotape must be submitted prior to any site clearing activity.

B. Record drawings according to contract requirements.

1. Identify and accurately locate capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

A. Preinstallation Conference: Conduct conference at Project site to comply with requirements of the Specifications.

1.7 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.

C. Notify utility locator service for area where Project is located before site clearing.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 31 20 00 "Earthwork."

1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Provide erosion-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Locate and clearly flag trees and vegetation to remain or to be relocated.

D. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 UTILITIES

A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed.

1. The Contractor shall coordinate with the Owner and the respective utility companies to arrange for the shut-off of indicated utilities.

B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Owner and Engineer not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Owner's written permission.

C. Excavate for and remove underground utilities indicated to be removed.

3.3 CLEARING AND GRUBBING

A. The contractor shall be responsible to remove obstructions, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
3. Completely remove stumps, roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
4. Use only hand methods for grubbing within drip line of remaining trees.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding 8-inch loose depth and compact each layer to a density equal to adjacent original ground.

3.4 TOPSOIL STRIPPING

A. Remove vegetation, sod and grass before stripping topsoil.

B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Strip surface soil of unsuitable topsoil, including trash, debris, weeds, roots, and other waste materials.

C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and provide temporary seeding as per the soil erosion and sediment control standards.

1. Limit height of topsoil stockpiles to 72 inches.
2. Do not stockpile topsoil within drip line of remaining trees.
3. Dispose of excess topsoil as specified for waste material disposal.
4. Stockpile surplus topsoil and allow for re-spreading deeper topsoil.

3.5 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.

3.6 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. The Contractor to remove surplus soil material, unsuitable topsoil, unsuitable soils, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 10 00

SECTION 31 20 00 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Preparing subgrades for slabs-on-grade, walks, pavements, landscaping, lawns and plantings.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for slabs-on-grade.
4. Subbase course for concrete walks and pavements.
5. Subbase and base course for asphalt paving.
6. Subsurface drainage backfill for walls and trenches.
7. Excavating and backfilling for utility trenches.
8. Excavating and backfilling trenches for buried mechanical and electrical utilities and pits for buried utility structures.

B. Related Sections include the following:

1. Division 31 Section "Site Clearing" for temporary erosion and sedimentation control measures, site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
2. Division 31 Section "Dewatering" for lowering and disposing of ground water during construction.
3. Division 32 Section "Plants" for finish grading, including preparing and placing topsoil and planting soil for lawns.

1.3 DEFINITIONS

A. Backfill: Soil material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations.

1. This work shall include the removal of the existing fill material as required to construct the proposed improvements, including the building, walls, utilities, foundations, roadways, sidewalk and all other structures that are constructed below existing grade.

G. Fill: Soil materials used to raise existing grades.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

I. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

A. Product Data: For the following:

1. Drainage and separation fabric.

B. Samples: For the following:

1. Forty (40) pound bag samples of each material to be used as backfill and bedding shall be submitted to the Soils Engineer two (2) weeks minimum prior to commencing fill operations. This material shall not be used as a compacted fill until approved by the Engineer. By submitting samples of this material, the Contractor agrees and guarantees that the fill material used for construction will conform with the samples (s) supplied. Final acceptance of fill material rests with the Engineer, whose decision shall be final and binding upon the Contractor. However, the acceptance of any material by the Engineer shall not relieve the Contractor of his responsibility to have the fill material used conform to the sample(s) approved by the Engineer.

2. The Contractor shall supply data on the compaction equipment to the Engineer not less than two (2) weeks prior to the intended use of the equipment and the equipment shall be approved by the Engineer prior to commencing compaction operations.
3. 12-by-12-inch sample of drainage fabric.
4. 12-by-12-inch sample of separation fabric

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification and grain size analysis according to ASTM D 2487 and ASTM D 422 of each on-site or borrow soil material proposed for fill and backfill.
2. Laboratory compaction curve according to ASTM D 1557 for each on-site or borrow soil material proposed for fill and backfill.

D. Blasting will not be permitted.

1.5 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials testing, as documented according to ASTM D 3740 and ASTM E 548 and responsible to provide the necessary testing and approval determinations as the soils engineer.

B. Pre-excavation Conference: Conduct conference at Project site to comply with requirements in specifications.

1.6 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by the owner and then only after arranging to provide temporary utility services according to requirements indicated.

1. Notify owner not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Owner's written permission.
3. Contact utility-locator service for area where Project is located before excavating.

B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils:

1. Fill Classification:

a. Type "S" Fill – shall be structural fill consisting of clean sand and gravel to be used in general, for the support of foundations and new structures. This fill shall be imported from off the site and shall meet the following gradation requirement.

U.S. Standard Sieve Size	Percent Finer By Weight
1 inch	100
3/8 inch	65-100
No. 10	40-85
No. 30	20-65
No. 60	10-45
No. 200	5-12

b. Type "G" Fill – shall be a granular fill consisting of a clean sand and gravel to be used, in general, for backfilling around and between structures and underneath paved areas, pipelines and utilities. This fill shall be imported from off the site and shall meet the gradation requirements as listed below. If suitable Type "G" materials are found on the site and is accepted by the Engineer, it shall be stored for use.

U.S. Standard Sieve Size	Percent Finer By Weight
2 inch	100
1 inch	80-100
3/8 inch	70-100
No. 10	50-100
No. 30	30-85
No. 60	15-65
No. 200	5-15

c. Type "W" Fill – shall be a structural fill consisting of clean stone conforming to New Jersey Department of Transportation coarse aggregate size No. 57, used to facilitate dewatering while providing a firm workmat subgrade onto which foundations may be constructed as well as providing a drainage blanket and pipe bedding. The fill material shall be imported from off-site and shall meet the following gradation requirements.

U.S. Standard Sieve Size	Percent Finer By Weight
1 1/2 inch	100
1 inch	95-100
1/2 inch	25-60
No. 4	0-10
No. 8	0-5

2. Unsatisfactory soils include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 31 Section "Site Clearing."

C. Protect and maintain erosion and sedimentation controls, which are specified in Division 31 Section "Soil Erosion and Sediment Control", during earthwork operations.

D. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
2. Install a dewatering system, specified in Division 31 Section "Dewatering", to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include soil

materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials, replace with satisfactory soil materials.

3.5 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.7 EXCAVATION FOR UTILITY TRENCHES

A. All excavations shall be in accordance with OSHA requirements.

B. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

C. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.

1. Clearance: 12 inches each side of pipe or conduit.

D. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
3. Excavate trenches 6 inches deeper than elevation required in unyielding bearing material to allow for bedding course.

E. Trench Bottoms: Excavate trenches 6 inches deeper than bottom of pipe elevation to allow for bedding course. Hand excavate for bell of pipe.

1. Excavate trenches 6 inches deeper than elevation required in other unyielding bearing material to allow for bedding course.

3.8 SUBGRADE INSPECTION

A. Notify Engineer when excavations have reached required subgrade.

B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

C. Proof-roll subgrade below the building slabs and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 5 mph.
2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed, without additional compensation.

D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.9 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Owner.

1. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer.

3.10 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.11 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, sub-drainage, damp proofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for Record Documents.
3. Testing and inspecting underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.12 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings.

D. Place and compact initial backfill of subbase material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe or conduit.

1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

E. Backfill voids with satisfactory soil while installing and removing shoring and bracing, and as sheeting is removed.

F. Place and compact final backfill of satisfactory soil to final subgrade elevation.

G. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs or as directed by the utility company or authority having jurisdiction.

3.13 FILL

A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions and deleterious materials from ground surface before placing fills.

B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

C. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

3.14 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.15 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Compacting of prepared subgrade under Type “S”, Type “G”, and Type “W” Fills – after excavation to the required subgrade, the subgrade shall be compacted by approved equipment and methods to develop to a depth of at least twelve (12) inches below ground surface at least 95% of maximum dry density as determined by the Engineer in conformance with ASTM Standard D1557. Any soft or weak spots detected during the compaction operation or proof-rolling of subgrade must be removed and replaced with controlled fill as directed by the Engineer. The compaction shall be checked by the Engineer and lean concrete or fill shall not be placed until compaction of the existing subgrade is approved by the Engineer

B. Placement of Type “S”, “G”, and “W” Fills – No backfill shall be placed until the excavation and subgrade has been approved by the Engineer and until backfill materials to be used are approved by the Engineer, and no backfill shall be placed on frozen or thawing ground. Fill shall be placed in uniform horizontal layers not more than twelve (12) inches in thickness and

shall be compacted with a high energy self-propelled vibratory roller. Lift thickness may be adjusted in the field by the Engineer if required soil density is not being achieved.

C. Compaction of Types "S", "G", and "W" Fills – the backfill shall be compacted near optimum moisture content by means of vibratory compactors to not less then 95% of the maximum density determined in accordance with ASTM Standard D1557. The Engineer shall check the obtained in-place density of the compacted fill using the method of ASTM Standards D 1556 or D 2922 for in place density tests. Should the obtained density of the compacted fill be less than specified, the Contractor shall recompact the area until the required maximum density is reached. Only hand-held compaction equipment shall be used within four (4) feet of foundation walls and structures.

D. Moisture Control – the moisture-density curve for the fill used shall be used as a guide in controlling moisture to achieve the required degree of compaction. If, in the opinion of the Engineer, fill material becomes too wet for the required compaction, the fill shall be dried by a method approved by the Engineer prior to commencing or continuing compaction operations. Likewise, if the opinion of the Engineer, the fill material becomes too dry for the required compaction, the fill shall be moistened by a method approved by the Engineer prior to commencing or continuing compaction operations

E. Drainage of the Site – at all times, Contractor shall maintain and operate proper and adequate surface and subsurface drainage in order to keep the construction site dry and in such condition that placement and compaction of fill may proceed unhindered by saturation of the area.

F. Backfill of Excavations – any excavation (e.g., utilities, walls, footings, etc.) made within the compacted fill areas shall be backfilled with the same type of fill as removed and in accordance with Specifications herein. Where compacted fill is placed adjacent to walls, if the difference in elevation of the top of the fill on either side of the wall is more than one (1) foot, the wall is to be adequately braced. Any excavation made in virgin material shall be backfilled with Type "G" fill as herein specified unless otherwise shown on the Contract Drawings or directed by the Engineer.

G. Final Approval – immediately before the Contractor shall place foundations or floor slabs on compacted fills or virgin soil, the Engineer will inspect the foundation and floor slab subgrade. The Contractor shall remove any soft fill and replace with properly compacted material. The pouring of foundations or floor slab shall commence within twenty-four (24) hours of approval. Rain, frost and other factors (which in the opinion of the Engineer are potentially damaging to the fill or virgin material), occurring after the final approval, but before or during pouring, shall require an additional inspection of the compacted fill or virgin material for approval by the Engineer. The Contractor shall correct any deficiencies found at this time, at his own expense.

H. Maintenance of Fills – all vehicles passing over the fill areas shall use diverse routes to insure uniform compaction of the fill.

I. Before shutdown of the work for any cause, and at the conclusion of work for the day, fill shall be bladed to a grade which will insure drainage away from the unfinished surface of the fill.

J. Excess materials shall be stored as directed by the Owner and following completion of the work shall be removed from the site.

3.16 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 1 inch
2. Walks: Plus or minus 1 inch
3. Pavements: Plus or minus 1/2 inch

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-footstraightedge.

3.17 SUBBASE AND BASE COURSES

A. Place subbase and base course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase and base course under pavements and walks as follows:

1. Place base course material over subbase course under.
2. Shape subbase and base course to required crown elevations and cross-slope grades.
3. Place subbase and base course 6 inches or less in compacted thickness in a single layer, unless otherwise directed.
4. Place subbase and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
5. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.18 FIELD QUALITY CONTROL

A. Testing Agency: The contractor is responsible to engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing and approval determinations as the soils engineer. The contractor is to cooperate with the soils consultant in all respects and shall provide samples of each type of fill material used so that various tests may be performed to ascertain compliance with the specifications.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect/Engineer.

D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than 3 tests.
2. Foundation Wall Backfill: At each compacted backfill layer, at least 1 test for each 100 feet or less of wall length, but no fewer than 2 tests.
3. Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for each 150 feet or less of trench length, but no fewer than 2 tests.

E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained with no additional compensation from the owner.

3.19 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.20 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 31 20 00

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SECTION 31 23 19 - DEWATERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

A. Section includes construction dewatering.

B. Related Requirements:

1. Division 31 Section 31 20 00 “Earthwork” for excavating, backfilling, and site grading.

1.3 PERFORMANCE REQUIREMENTS

A. Dewatering Performance: Design, provide, test, operate, monitor, and maintain a dewatering system of sufficient scope, size, and capacity to control ground-water flow into excavations and permit construction to proceed on dry, stable subgrades.

1. Work includes removing dewatering system when no longer needed.
2. Contractor to maintain dewatering operations to ensure erosion is controlled, stability of excavations and constructed slopes is maintained, and flooding of excavation and damage to structures are prevented.
3. Prevent surface water from entering excavations by grading, dikes, or other means.
4. Accomplish dewatering without damaging existing buildings and site improvements adjacent to excavation.

1.4 SUBMITTALS

A. Shop Drawings: For dewatering system, where applicable show arrangement, locations, and details of wells and well points; locations of headers and discharge lines; and means of discharge and disposal of water.

1. Include Shop Drawings signed and sealed by the qualified professional engineer responsible for their preparation.

B. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by dewatering operations.

C. Record drawings at Project closeout identifying and locating capped utilities and other subsurface structural, electrical, or mechanical conditions.

D. Field Test Reports: Before starting excavation, submit test results and computations demonstrating that dewatering system is capable of meeting performance requirements.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced installer to assume engineering responsibility and perform dewatering who has specialized in installing dewatering systems similar to those required for this Project and with a record of successful in-service performance.

B. Regulatory Requirements: Comply with water disposal requirements of authorities having jurisdiction.

1.6 FIELD CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by the Owner or others unless permitted in writing by the Owner and/or Engineer and then only after arranging to provide temporary utility services according to requirements indicated.

B. The contractor shall make test borings and/or conduct other exploratory operations as required to design the dewatering system, if necessary.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site or surrounding area.
2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

3.2 DEWATERING

A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.

B. Before excavation below ground-water level, place system into operation to lower water to specified levels and then operate it continuously until drains, sewers, and structures have been constructed and fill materials have been placed, or until dewatering is no longer required.

C. Provide an adequate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.

1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.

D. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.

1. Maintain piezometric water level a minimum of 24 inches below surface of excavation.

E. Dispose of water removed from excavations in a manner to avoid endangering public health, property, and portions of work under construction or completed. Dispose of water in a manner to avoid inconvenience to others. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

F. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on a continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense.

1. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.

G. Damages: Promptly repair damages to adjacent facilities caused by dewatering operations.

END OF SECTION 31 23 19

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SECTION 31 50 00 - EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

A. Section includes temporary excavation support and protection systems.

B. Related Requirements:

1. Division 31 Section 31 20 00 "Earthwork" for excavating and backfilling.

1.3 PERFORMANCE REQUIREMENTS

A. Design, provide, monitor, and maintain an anchored and braced excavation support and protection system capable of resisting soil and hydrostatic pressure and supporting sidewalls of excavations.

1. Work includes removing excavation support and protection systems when no longer needed.
2. Prevent surface water from entering excavations by grading, dikes, or other means.
3. Install excavation support and protection systems without damaging existing buildings, pavements, and other improvements adjacent to excavation.

1.4 SUBMITTALS

A. Shop Drawings: Prepared by or under the supervision of a qualified professional engineer for excavation support and protection systems. System design and calculations must be acceptable to authorities having jurisdiction.

1. Include Shop Drawings signed and sealed by the qualified professional engineer responsible for their preparation.

B. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by excavation support and protection systems.

1.5 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by the Owner or others unless permitted in writing by the Owner and/or Engineer and then only after arranging to provide temporary utility services according to requirements indicated.

B. Make test borings and/or conduct other exploratory operations as necessary.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials need not be new but must be in serviceable condition.

B. Structural Steel: ASTM A 36.

C. Steel Sheet Piling: ASTM A 328 or ASTM A 572

D. Wood Lagging: Lumber, mixed hardwood, nominal rough thickness of 3 inches.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.

1. Shore, support, and protect utilities encountered.

B. Locate excavation support and protection systems clear of permanent construction and to permit forming and finishing of concrete surfaces.

C. Monitor excavation support and protection systems daily during excavation progress and for as long as excavation remains open. Promptly correct bulges, breakage, or other evidence of movement to ensure excavation support and protection systems remain stable.

D. Promptly repair damages to adjacent facilities caused by the use of excavation support and protection systems.

END OF SECTION 31 50 00

SECTION 32 12 16 - ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Hot-mix asphalt paving.
2. Pavement marking paint.

B. Related Requirements:

1. Division 31 Section "Earthwork" for aggregate sub-base and base courses and aggregate pavement shoulders.

1.3 SYSTEM DESCRIPTION

A. Provide hot-mix asphalt pavement according to the materials, workmanship and other applicable requirements for the standard specifications for the state or of authorities having jurisdiction.

B. Standard Specification: As indicated.

1.4 SUBMITTALS

A. Product Data: For each product specified, include technical data and tested physical and performance properties.

B. Job Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.

C. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners and other information specified.

D. Material Certificates: Certificates signed by manufacturers certifying that each material complies with specified requirements.

E. Installer Qualifications: Engage an experience installer who has complete hot-mix asphalt paving similar in material, design and extent to that indicated for this Project and with a record of successful in-service performance.

F. Firm shall be a registered and approved paving mix manufacturer with authorities having jurisdiction or with the DOT of the state in which the project is located.

G. Asphalt-paving Publication: Comply with AI's "The Asphalt Handbook," except where more stringent requirements are indicated.

H. Preinstallation Conference: Conduct conference at Project site to comply with requirements related to asphalt paving including, but not limited to, the following:

1. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
2. Review condition of substrate and prepatory work performed by other trades.
3. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
4. Review and finalize construction schedule for paving and related work. Verify availability of materials, paving Installer's personnel and equipment required to execute the Work without delays.
5. Review inspection and testing requirements, governing regulations and proposed installation procedures.
6. Review forecasted weather conditions and procedures for coping with unfavorable conditions.

1.5 DELIVERY, STORAGE AND HANDLING

A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture and directions for storage.

B. Store pavement-marking materials in a clean, dry protected location and within temperature range by manufacturer. Protect stored materials from direct sunlight.

1.6 FIELD CONDITIONS

A. Environmental Limitations: Do not apply asphalt material if substrate is wet or excessively damp or if the following conditions are not met:

1. Prime and Tack Coats: Minimum surface temperature of 60 deg F.
2. Asphalt Base Course: Minimum surface temperature of 60 deg f at time of placement.
3. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

PART 2 - PRODUCTS

2.1 BASE COURSE

A. All Hot-mix Asphalt shall be constructed on a dense graded aggregate base course as shown on the plans.

2.2 AGGREGATES

A. General: Use materials and gradations that have performed satisfactorily in previous installations.

B. Coarse Aggregate: Sound, angular crushed stone, crushed gravel, complying with ASTM D 692.

C. Fine Aggregate: Sharp edged natural sand or sand prepared from stone, gravel or combinations thereof, complying with ASTM D 1073.

1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.

2.3 ASPHALT MATERIALS

A. Asphalt Cement: ASTM D 3381 for viscosity graded material.

B. Prime Coat: Asphalt emulsion prime conforming to state DOT requirements.

C. Tack Coat: ASTM D 977; emulsified asphalt for ASTM D2397, cationic emulsified asphalt, slow setting, factory diluted in water, of suitable grade and consistency for application.

D. Water: Potable.

2.4 AUXILIARY MATERIALS

A. Sand: ASTM D 1073, Grade Nos. 2 or 3.

B. Pavement-Marking Paint: Alkyd resin type, ready mixed, complying with FS TT-P-115, Type I, or AASHTO M 248, Type N.

1. Color: As indicated on plans and details or as directed by the Owner.

C. Glass Beads: AASHTO M-247.

2.5 MIXES

A. Hot-mix Asphalt: Provide dense, hot laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction; designed according to procedures in AI's "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types"; and complying with the following requirements:

1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.

a. Base Course: Hot-Mix Asphalt 12.5M64 Surface Course.
b. Surface Course: Hot-Mix Asphalt 19M64 Base Course.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that sub-grade is dry and in suitable condition to support paving and imposed loads.

B. Proof roll sub-base using heavy, pneumatic-tired rollers to located areas that are for unstable areas and require further compaction.

C. Notify Engineer and Owner in writing of any unsatisfactory conditions. Do not begin paving installation until these conditions have been satisfactorily corrected.

3.2 SURFACE PREPARATION

A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

3.3 PLACING HOT-MIX ASPHALT

A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.

1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated. The Hot-Mix base course must remain in place for a minimum of 2 months, or as directed by the owner, prior to placement of the asphalt surface course.
2. Place hot-mix asphalt surface course in single Lift.
3. Spread mix at minimum temperature of 250 deg F.
4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.

1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete asphalt base course for a section before placing asphalt surface course.

C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.4 JOINTS

A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.

1. Clean contact surface and apply tack coat.
2. Offset longitudinal joints in successive courses a minimum of 6 inches.
3. Offset transverse joints in successive course a minimum of 24 inches.
4. Construct transverse joints by bulkhead method or sawed vertical face method as described in AI's "The Asphalt Handbook."
5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.5 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 deg F.

B. Breakdown Rolling: Accomplish breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade and smoothness. Repair surfaces by loosening displaced material, filling with hot-mix asphalt and re-rolling to required elevations.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling, while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

1. Average Density: 96 percent of reference laboratory density according to ASTM D 1559, but not less than 94 percent nor greater than 100 percent.

D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while still hot, with back of rake or smooth iron. Compact thoroughly using tamper or other satisfactory method.

F. Repairs: Remove paved areas that are defective or contaminated with foreign material. Remove paving course over area affected and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.6 INSTALLATION TOLERANCES

A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus 1/2 inch.
2. Surface Course: Plus 1/4 inch, no minus.

B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:

1. Base Course: 1/4 inch.
2. Surface Course: 1/8 inch.
3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.7 PAVEMENT MARKING

A. Do not apply pavement marking paint until layout, colors, and placement have been verified with the Engineer and Owner.

B. Sweep and clean surface to eliminate loose material and dust.

C. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

1. Broadcast glass spheres uniformly into wet pavement markings at a rate of 6 lb/gal.

3.8 FIELD QUALITY CONTROL

A. Testing Agency: The contractor is responsible engage a qualified independent testing agency to perform field inspections and tests and prepare test reports.

1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.

B. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.

C. Thickness: In-place compacted thickness of hot-mix asphalt course will be determined according to ASTM D 3549.

D. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.

E. In-Place Density: Samples of uncompacted paving mixtures and compacted pavement will be secured by testing agency according to ASTM D 979.

1. Reference laboratory density will be determined by averaging results from 4 samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 1559, and compacted according to job-mix specifications.
2. In-place density of compacted pavement will be determined by testing core samples according to AASTM D 1188 or ASTM D 2726.

    a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, but in no case will fewer than 3 cores be taken.
    b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.

3. The Contractor shall be responsible to remove and replace or install additional hot-mix asphalt where test results or measurement indicate that it does not comply with specified requirements and with no additional compensation from Owner.

3.9 TRAFFIC AND LANE MARKINGS

A. Cleaning: Sweep and clean surface to eliminate loose material and dust.

B. Striping: Use chlorinated rubber base traffic lane marking paint, factory mixed, quick drying, and nonbleeding.

C. Do not apply traffic and lane marking paint until layout and placement have been verified with Engineer and the Owner.

D. Apply paint with mechanical equipment to produce uniform straight edges. Apply at manufacturer's recommended rates to provide minimum 12 to 15 mils dry thickness.

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SECTION 329300 - PLANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Trees.
2. Shrubs.
3. Ground covers.
4. Plants.
5. Lawns.
6. Topsoil and soil amendments.
7. Fertilizers and mulches.
8. Stakes and guys.
9. Landscape edgings.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 31 Section "Site Clearing" for protection of existing trees and planting, topsoil stripping and stockpiling, and site clearing.
2. Division 31 Section "Earthwork" for excavation, filling, rough grading, and subsurface aggregate drainage and drainage backfill.

1.3 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract.

B. Product certificates signed by manufacturers certifying that their products comply with specified requirements.

1. Manufacturer's certified analysis for standard products.
2. Analysis for other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
3. Label data substantiating that plants, trees, shrubs, and planting materials comply with specified requirements.

C. Certification of grass seed from seed vendor for each grass-seed mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

D. Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and address of architects and owners, and other information specified.

E. Material test reports from qualified independent testing agency indicating and interpreting test results relative to compliance of the following materials with requirements indicated.

1. Analysis of existing surface soil.
2. Analysis of imported topsoil.

F. Planting schedule indicating anticipated dates and locations for each type of planting.

G. Maintenance instructions recommending procedures to be established by Owner for maintenance of landscaping during an entire year. Submit before expiration of required maintenance periods.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment.

1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on the Project site during times that landscaping is in progress.

B. Testing Agency Qualifications: To qualify for acceptance, an independent testing agency must demonstrate to Engineer's satisfaction, based on evaluation of agency-submitted criteria conforming to ASTM E 699, that it has the experience and capability to satisfactorily conduct the testing indicated without delaying the Work.

C. Provide quality, size, genus, species, and variety of trees and shrubs indicated, complying with applicable requirements of ANSI Z60.1 "American Standard for Nursery Stock."

D. Topsoil Analysis: Furnish a soil analysis made by a qualified independent soil-testing agency stating percentages of organic matter, inorganic matter (silt, clay, and sand), deleterious material, pH, and mineral and plant-nutrient content of topsoil.

1. Report suitability of topsoil for growth of applicable planting material. State recommended quantities of nitrogen, phosphorus, and potash nutrients and any limestone, aluminum sulfate, or other soil amendments to be added to produce a satisfactory topsoil.

E. Measurements: Measure trees and shrubs according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches (150 mm) above ground for trees up to 4-inch (100-mm) caliper size, and 12 inches (300 mm) above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.

F. Preinstallation Conference: Conduct conference at Project site to comply with requirements of the Contract for "Project Meetings."

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.

B. Seed: Deliver seed in original sealed, labeled, and undamaged containers.

C. Trees and Shrubs: Deliver freshly dug trees and shrubs. Do not prune before delivery, except as approved by Engineer. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy natural shape. Provide protective covering during delivery. Do not drop trees and shrubs during delivery.

1. Immediately after digging bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting.

D. Handle balled and burlapped stock by the root ball.

E. Deliver trees, shrubs, ground covers, and plants after preparations for planting have been completed and install immediately. If planting is delayed more than 6 hours after delivery, set planting materials in shade, protect from weather and mechanical damage, and keep roots moist.

1. Heel-in bare-root stock. Soak roots in water for 2 hours if dried out.
2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
3. Do not remove container-grown stock from containers before time of planting.

F. Water root systems of trees and shrubs stored on site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

1.6 PROJECT CONDITIONS

A. Utilities: Determine location of above grade and underground utilities and perform work in a manner which will avoid damage. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.

B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Engineer before planting.

1.7 COORDINATION AND SCHEDULING

A. Coordinate installation of planting materials during normal planting seasons for each type of plant material required.

1.8 WARRANTY

A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

B. Special Warranty: Warrant the following living planting materials for a period of one year after date of Substantial Completion, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, abnormal weather conditions unusual for warranty period, or incidents that are beyond Contractor's control.

1. Trees.
2. Shrubs.
3. Ground covers.
4. Plants.

C. Remove and replace dead planting materials immediately unless required to plant in the succeeding planting season.

D. Replace planting materials that are more than 25 percent dead or in an unhealthy condition at end of warranty period.

E. A limit of one replacement of each plant material will be required, except for losses or replacements due to failure to comply with requirements.

1.9 TREE AND SHRUB MAINTENANCE

A. Maintain trees and shrubs by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insects and disease. Restore or replace damaged tree wrappings. Maintain trees and shrubs for the following period:

1. Maintenance Period: 3 months following Substantial Completion.

1.10 GROUND COVER AND PLANT MAINTENANCE

A. Maintain ground cover and plants by watering, weeding, fertilizing, and other operations as required to establish healthy, viable plantings for the following period:

1. Maintenance Period: 3 months following Substantial Completion.

1.11 LAWN MAINTENANCE

A. Begin maintenance of lawns immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:

1. Seeded Lawns: 60 days after date of Substantial Completion.

    a. When full maintenance period has not elapsed before end of planting season, or if lawn is not fully established at that time, continue maintenance during next planting season.

2. Sodded Lawns: 30 days after date of Substantial Completion.
3. Plug-Sodded Lawns: 30 days after date of Substantial Completion.
4. Sprigged Lawns: 30 days after date of Substantial Completion.

B. Maintain and establish lawns by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth lawn.

C. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawns uniformly moist to a depth of 4 inches (100 mm).

1. Water lawn at the minimum rate of 1 inch (25 mm) per week.

D. Mow lawns as soon as there is enough top growth to cut with mower set at specified height for principal species planted. Repeat mowing as required to maintain specified height without cutting more than 40 percent of the grass height. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet.

E. Postfertilization: Apply fertilizer to lawn after first mowing and when grass is dry.

1. Use fertilizer that will provide actual nitrogen of at least 1 lb. per 1000 sq. ft. (0.5 kg per 100 sq. m.) of lawn area.

PART 2 - PRODUCTS

All Plant materials shall be in accordance with the New Jersey Pineland Commission's "Native Pinelands Plants for the Landscape", revised May 6, 2015.

2.1 TREE AND SHRUB MATERIAL

A. General: Furnish nursery-grown trees and shrubs conforming to ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully-branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

B. Grade: Provide trees and shrubs of sizes and grades conforming to ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Engineer, with a proportionate increase in size of roots or balls.

C. Label each tree and shrub with securely attached, waterproof tag bearing legible designation of botanical and common name.

2.2 SHADE AND FLOWERING TREES

A. Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, conforming to ANSI Z60.1 for type of trees required.

1. Branching Height: 1/3 to 1/2 of tree height.
2. Branching Height: 1/2 of tree height.

B. Small Trees: Small upright or spreading type, branched or pruned naturally according to species and type, and with relationship of caliper, height, and branching recommended by ANSI Z60.1, and stem form as follows:

1. Form: Single stem.
2. Form: Multistem, clump, with 2 or more main stems.
3. Form: Multistem, shrub, with multiple stems.

C. Provide balled and burlapped trees except where bare-root trees are indicated.

1. Container-grown trees will be acceptable in lieu of balled and burlapped trees subject to meeting ANSI Z60.1 limitations for container stock.

2.3 DECIDUOUS SHRUBS

A. Form and Size: Deciduous shrubs with not less than the minimum number of canes required by and measured according to ANSI Z60.1 for type, shape, and height of shrub.

B. Provide balled and burlapped deciduous shrubs except where bare-root deciduous shrubs are indicated.

1. Container-grown deciduous shrubs will be acceptable in lieu of balled and burlapped deciduous shrubs subject to meeting ANSI Z60.1 limitations for container stock.

2.4 CONIFEROUS EVERGREENS

A. Form and Size: Normal-quality, well-balanced, coniferous evergreens, of type, height, spread, and shape required, conforming to ANSI Z60.1.

B. Form and Size: Specimen-quality, exceptionally heavy, tightly knit, symmetrically shaped coniferous evergreens.

C. Provide balled and burlapped coniferous evergreens.

D. Container-grown coniferous evergreens will be acceptable in lieu of balled and burlapped coniferous evergreens subject to meeting ANSI Z60.1 limitations for container stock.

2.5 BROADLEAF EVERGREENS

A. Form and Size: Normal-quality, well-balanced, broadleaf evergreens, of type, height, spread, and shape required, conforming to ANSI Z60.1.

B. Provide balled and burlapped broadleaf evergreens.

1. Container-grown broadleaf evergreens will be acceptable in lieu of balled and burlapped broadleaf evergreens subject to meeting ANSI Z60.1 limitations for container stock.

2.6 GROUND COVERS AND PLANTS

A. Provide ground covers and plants established and well rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ANSI Z60.1 for the pot size indicated.

B. All plants must have tags clearly visible and must remain on plants after installation until project Landscape Engineer has reviewed and approved all plantings.

2.7 GRASS MATERIALS

A. Grass Seed: Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts' "Rules for Testing Seeds" for purity and germination tolerances.

1. Seed Mixture: Provide seed of grass species and varieties, proportions by weight, and minimum percentages of purity, germination, and maximum percentage of weed seed as indicated on the Contract Documents.

2.8 TOPSOIL

A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, 4 percent organic material minimum, free of stones 1 inch (25 mm) or larger in any dimension, and other extraneous materials harmful to plant growth.

1. Topsoil Source: Reuse surface soil stockpiled on the site. Verify suitability of surface soil to produce topsoil meeting requirements and amend when necessary. Supplement with imported topsoil when quantities are insufficient. Clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.
2. Topsoil Source: Import topsoil from off-site sources. Obtain topsoil from naturally well-drained sites where topsoil occurs at least 4 inches (100 mm) deep; do not obtain from bogs or marshes.

2.9 SOIL AMENDMENTS

A. Lime: ASTM C 602, Class T, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent, with a minimum 99 percent passing a No. 8 (2.36 mm) sieve and a minimum 75 percent passing a No. 60 (250 micrometer) sieve.

1. Provide lime in the form of dolomitic limestone.

B. Aluminum Sulfate: Commercial grade, unadulterated.

C. Sand: Clean, washed, natural or manufactured sand, free of toxic materials.

D. Perlite: Horticultural perlite, soil amendment grade.

E. Peat Humus: Finely divided or granular texture, with a pH range of 6 to 7.5, composed of partially decomposed moss peat (other than sphagnum), peat humus, or reed-sedge peat.

F. Peat Humus: For acid-tolerant trees and shrubs, provide moss peat, with a pH range of 3.2 to 4.5, coarse fibrous texture, medium-divided sphagnum moss peat or reed-sedge peat.

G. Sawdust or Ground-Bark Humus: Decomposed, nitrogen-treated, of uniform texture, free of chips, stones, sticks, soil, or toxic materials.

1. When site treated, mix with at least 0.15 lb (2.4 kg) of ammonium nitrate or 0.25 lb (4 kg) of ammonium sulfate per cu. ft. (cu. m) of loose sawdust or ground bark.

H. Manure: Well-rotted, unbleached stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

I. Herbicides: EPA registered and approved, of type recommended by manufacturer.

J. Water: Potable.

2.10 FERTILIZER

A. Bonemeal: Commercial, raw, finely ground; minimum of 4 percent nitrogen and 20 percent phosphoric acid.

B. Superphosphate: Commercial, phosphate mixture, soluble; minimum of 20 percent available phosphoric acid.

C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea-form, phosphorous, and potassium in the following composition:

1. Composition: 1 lb per 1000 sq. ft. (0.5 kg per 100 sq. m) of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

D. Slow-Release Fertilizer: Granular fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 5 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight.

2. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
3. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

2.11 MULCHES

A. Organic Mulch: Organic mulch, free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:

1. Type: Shredded hardwood.

B. Mineral Mulch: Hard, durable stone, washed free of loam, sand, clay, and other foreign substances, of following type, size range, and color:

1. Type: Rounded riverbed gravel or smooth-faced stone.
2. Type: Crushed stone or gravel.
3. Size Range: 2 inches maximum, 3/4 inch (19 mm) minimum.
4. Color: Uniform tan-beige color range, acceptable to Engineer.

2.12 WEED-CONTROL BARRIERS

A. Sheet Polyethylene: Black, 0.006-inch (0.15-mm) minimum thickness.

B. Nonwoven Fabric: Polypropylene or polyester fabric, 3 oz. per sq. yd. (100 g per sq. m) minimum.

C. Composite Fabric: Woven, needle-punched polypropylene substrate bonded to a nonwoven polypropylene fabric, 4.8 oz. per sq. yd. (160 g per sq. m).

2.13 EROSION-CONTROL MATERIALS

A. Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches (150 mm) long.

B. Fiber Mesh: Biodegradable twisted jute or spun-coir mesh, 0.92 lb per sq. yd. (0.5 kg per sq. m) minimum, with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches (150 mm) long.

2.14 STAKES AND GUYS

A. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, redwood, or pressure-preservative-treated softwood, free of knots, holes, cross grain, and other defects, 2 by 2 inches (50 by 50 mm) by length indicated, pointed at one end.

B. Guy and Tie Wire: ASTM A 641 (ASTM A 641M), Class 1, galvanized-steel wire, 2-strand, twisted, 0.106 inch (2.7 mm) in diameter.

C. Guy Cable: 5-strand, 3/16-inch (4.8-mm) diameter, galvanized-steel cable, with zinc-coated turn buckles, 3-inch- (75-mm-) long minimum, with two 3/8-inch- (10-mm-) galvanized eyebolts.

D. Hose Chafing Guard: Reinforced rubber or plastic hose at least 1/2 inch (13 mm) in diameter, black, cut to lengths required to protect tree trunks from damage.

E. Flags: Standard surveyor's plastic flagging tape, white, 6 inches (150 mm) long.

2.15 LANDSCAPE EDGINGS

A. Steel Edging: ASTM A 569 (ASTM A 569M), rolled edge, standard steel edging, fabricated in sections with loops stamped from or welded to face of sections approximately 30 inches (760 mm) apart to receive stakes.

1. Edging Size: 3/16 inch (4.8 mm) wide by 4 inches (102 mm) deep.
2. Edging Size: As indicated.
3. Stakes: Tapered steel, 15 inches (381 mm) long.
4. Accessories: Standard tapered ends, corners, and splicers as required.
5. Finish: Standard paint finish; color selected by Engineer.
6. Finish: ASTM A 525, G 90 (ASTM A 525M, Z 275) zinc coated.
7. Finish: ASTM A 525, G 90 (ASTM A 525M, Z 275) zinc coated with standard paint finish; color selected by Engineer.

B. Aluminum Edging: Standard profile extruded-aluminum edging, ASTM B 221 (ASTM B 221M), alloy 6061-T6, fabricated in interlocking sections with loops stamped from face of sections approximately 24 inches (600 mm) apart to receive stakes.

1. Edging Size: 3/16 inch (4.8 mm) wide by 4 inches (102 mm) deep.
2. Edging Size: 3/16 inch (4.8 mm) wide by 5-1/2 inches (140 mm) deep.
3. Edging Size: As indicated.
4. Stakes: Aluminum, ASTM B 221 (ASTM B 221M), alloy 6061-T6, approximately 1-1/2 inches (38 mm) wide by 12 inches (300 mm) long.
5. Finish: Standard black-paint finish.
6. Finish: Mill finish.
7. Finish: Standard black-anodized finish.

2.16 MISCELLANEOUS MATERIALS

A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's instructions.

B. Trunk-Wrap Tape: Two layers of crinkled paper cemented together with bituminous material, 4 inches (102 mm) wide minimum, with stretch factor of 33 percent.

C. Tree Grates and Frames: ASTM A 48, Class 35 or better, gray iron castings of shape, pattern, and size indicated.

D. Tree Grates and Frames: ASTM A 48, Class 35 or better, gray iron castings and ASTM A 36 (ASTM A 36M) steel angle frames of shape, pattern, and size indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Engineer's acceptance of layout before excavating or planting. Make minor adjustments as required.

3.3 PLANTING SOIL PREPARATION

A. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.

B. Mix soil amendments and fertilizers with topsoil at rates indicated. Delay mixing fertilizer if planting does not follow placing of planting soil within a few days.

1. A "Planting Soil Amendments Schedule" is included at the end of this Section.

C. For tree pit or trench backfill, mix planting soil before backfilling and stockpile at site.

D. For planting beds and lawns, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

1. Mix lime with dry soil prior to mixing fertilizer. Prevent lime from contacting roots of acid-tolerant plants.
2. Apply phosphoric acid fertilizer, other than that constituting a portion of complete fertilizers, directly to subgrade before applying planting soil and tilling.

3.4 LAWN PLANTING PREPARATION

A. Limit subgrade preparation to areas that will be planted in the immediate future.

B. Loosen subgrade to a minimum depth of 4 inches (100 mm). Remove stones larger than 1-1/2 inches (38 mm) in any dimension and sticks, roots, rubbish, and other extraneous materials.

C. Spread planting soil mixture to depth required to meet thickness, grades, and elevations shown, after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen.

1. Place approximately 1/2 the thickness of planting soil mixture required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil mixture.
2. Allow for sod thickness in areas to be sodded.

D. Preparation of Unchanged Grades: Where lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare soil as follows:

1. Remove and dispose of existing grass, vegetation, and turf. Do not turn over into soil being prepared for lawns.
2. Till surface soil to a depth of at least 6 inches (150 mm). Apply required soil amendments and initial fertilizers and mix thoroughly into top 4 inches (100 mm) of soil. Trim high areas and fill in depressions. Till soil to a homogenous mixture of fine texture.
3. Clean surface soil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.
4. Remove waste material, including grass, vegetation, and turf, and legally dispose of it off the Owner's property.

E. Grade lawn and grass areas to a smooth, even surface with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future. Remove trash, debris, stones larger than 1-1/2 inches (38 mm) in any dimension, and other objects that may interfere with planting or maintenance operations.

F. Moisten prepared lawn areas before planting when soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

G. Restore prepared areas if eroded or otherwise disturbed after fine grading and before planting.

3.5 GROUND COVER AND PLANT BED PREPARATION

A. Loosen subgrade of planting bed areas to a minimum depth of 6 inches (150 mm). Remove stones larger than 1-1/2 inches (38 mm) in any dimension and sticks, roots, rubbish, and other extraneous materials.

B. Spread planting soil mixture to depth required to meet thickness, grades, and elevations shown, after light rolling and natural settlement. Place approximately 1/2 the thickness of planting soil mixture required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil mixture.

C. Till soil in beds to a minimum depth of 8 inches (200 mm) and mix with specified soil amendments and fertilizers.

D. Remove soil to a minimum depth of 8 inches (200 mm) and replace with prepared planting soil mixture.

3.6 PLANTERS

A. Planters: Place at least a 4-inch (100-mm) layer of gravel in bottom of planters, cover with nonwoven fabric, and fill with planter soil mixture. Place soil in lightly compacted layers to an elevation of 1-1/2 inches (38 mm) below top of planter, allowing natural settlement.

1. Planter Soil Mixture: 1 part topsoil, 1 part coarse sand, 1 part peat humus, and 3 lb (1.4 kg) dolomitic limestone per cu. yd. (cu. m) of mix.

3.7 EXCAVATION FOR TREES AND SHRUBS

A. Pits and Trenches: Excavate with vertical sides and with bottom of excavation slightly raised at center to assist drainage. Loosen hard subsoil in bottom of excavation.

1. Balled and Burlapped Trees and Shrubs: Excavate approximately 2 1/3 times as wide as ball diameter and equal to ball depth.
2. Where drain tile is shown or required under planted areas, excavate to top of porous backfill over tile.

B. Dispose of subsoil removed from landscape excavations. Do not mix with planting soil or use as backfill.

C. Obstructions: Notify Engineer if unexpected obstructions detrimental to trees or shrubs are encountered in excavations.

1. Hardpan Layer: Drill 6-inch- (150-mm-) diameter holes into free-draining strata or to a depth of 10 feet (3 m), whichever is less, and backfill with free-draining material.

D. Drainage: Notify Engineer if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.

E. Fill excavations with water and allow to percolate out, before placing setting layer and positioning trees and shrubs.

3.8 PLANTING TREES AND SHRUBS

A. Set balled and burlapped stock plumb and in center of pit or trench with top of ball raised above adjacent finish grades as indicated.

1. Place stock on setting layer of compacted planting soil.
2. Remove burlap and wire baskets from tops of balls and partially from sides, but do not remove from under balls. Remove pallets, if any, before setting. Do not use planting stock if ball is cracked or broken before or during planting operation.
3. Place backfill around ball in layers, tamping to settle backfill and eliminate voids and air pockets. When pit is approximately 1/2 backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill.

B. Set container-grown stock plumb and in center of pit or trench with top of ball raised above adjacent finish grades as indicated.

1. Carefully remove containers so as not to damage root balls.
2. Place stock on setting layer of compacted planting soil.
3. Place backfill around ball in layers, tamping to settle backfill and eliminate voids and air pockets. When pit is approximately 1/2 backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill.

C. Dish and tamp top of backfill to form a 3-inch- (75-mm-) high mound around the rim of the pit. Do not cover top of root ball with backfill.

D. Wrap trees of 2-inch (50-mm) caliper and larger with trunk-wrap tape. Start at base of trunk and spiral cover trunk to height of first branches. Overlap wrap, exposing half the width, and securely attach without causing girdling. Inspect tree trunks for injury, improper pruning, and insect infestation and take corrective measures required before wrapping.

3.9 TREE AND SHRUB PRUNING

A. Prune, thin, and shape trees and shrubs according to standard horticultural practice and/or as directed by the Engineer. Prune trees to retain required height and spread. Unless otherwise directed by Engineer, do not cut tree leaders; remove only injured or dead branches from flowering trees. Prune shrubs to retain natural character. Shrub sizes indicated are size after pruning.

3.10 TREE AND SHRUB GUYING AND STAKING

A. Upright Staking and Tying: Stake trees of 2- through 5-inch (50- through 125-mm) caliper. Stake trees of less than 2-inch (50-mm) caliper only as required to prevent wind tip-out. Use a minimum of 2 stakes of length required to penetrate at least 18 inches (450 mm) below bottom of backfilled excavation and to extend at least 72 inches (1800 mm) above grade. Set vertical stakes and space to avoid penetrating balls or root masses. Support trees with 2 strands of tie wire encased in hose sections at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.

B. Guying and Staking: Guy and stake trees exceeding 14 feet (4.2 m) and more than 3-inch (75-mm) caliper unless otherwise indicated. Securely attach no fewer than 3 guys to stakes 30 inches (760 mm) long, driven to grade. Attach flags to each guy wire, 30 inches (760 mm) above finish grade.

3.11 PLANTING GROUND COVER AND PLANTS

A. Space ground cover and plants as indicated.

B. Dig holes large enough to allow spreading of roots, and backfill with planting soil. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

3.12 MULCHING

A. Mulch backfilled surfaces of pits, trenches, planted areas, and other areas indicated.

B. Weed-Control Barriers: Install the following weed-control barriers according to manufacturer's recommendations, before mulching. Completely cover area to be mulched, lapping edges a minimum of 6 inches (150 mm).

1. Material and Seam Treatment: Composite fabric with seams pinned.

C. Organic Mulch: Apply the following average thickness of organic mulch and finish level with adjacent finish grades. Do not place mulch against trunks or stems.

1. Thickness: 4 inches (100 mm).

3.13 RECONDITIONING LAWNS

A. Recondition existing lawn areas damaged by Contractor's operations, including storage of materials or equipment and movement of vehicles. Also recondition lawn areas where settlement or washouts occur or where minor regrading is required.

1. Recondition other existing lawn areas.

B. Remove sod and vegetation from diseased or unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, fuel spills, stone, gravel, and other construction materials, and replace with new topsoil.

C. Where substantial lawn remains, mow, dethatch, core aerate, and rake. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.

D. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of it off the Owner's property.

E. Till stripped, bare, and compacted areas thoroughly to a depth of 6 inches (150 mm).

F. Apply required soil amendments and initial fertilizers and mix thoroughly into top 4 inches (100 mm) of soil. Provide new planting soil as required to fill low spots and meet new finish grades.

G. Apply seed and protect with straw mulch as required for new lawns.

H. Apply sod as required for new lawns.

I. Water newly planted areas and keep moist until new grass is established.

3.14 INSTALLATION OF EDGINGS

A. Steel Edging: Install steel edging where indicated according to manufacturer's recommendations. Anchor with steel stakes spaced approximately 30 inches (760 mm) apart, driven below top elevation of edging.

B. Aluminum Edging: Install aluminum edging where indicated according to manufacturer's recommendations. Anchor with aluminum stakes spaced approximately 24 inches (600 mm) apart, driven below top elevation of edging.

3.15 INSTALLATION OF MISCELLANEOUS MATERIALS

A. Apply antidesiccant using power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage.

1. When deciduous trees or shrubs are moved in full-leaf, spray with antidesiccant at nursery before moving and again 2 weeks after planting.

B. Tree Grates: Set grate segments flush with adjoining surfaces as shown on Drawings. Shim up from supporting substrate with soil-resistant plastic. Maintain a 3-inch- (75-mm-) minimum growth radius around base of tree; break away units of casting, if necessary, according to manufacturer's instructions.

3.16 CLEANUP AND PROTECTION

A. During landscaping, keep pavements clean and work area in an orderly condition.

B. Protect landscaping from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.17 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.

END OF SECTION 329300

SECTION 32 96 00 - SOIL EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Soil Erosion and Sediment Control shall include implementation and maintenance of soil erosion and sediment control devices and construction procedures, as shown on the plans or as directed by the Engineer, which will reduce and prevent soil losses and associated damages from sedimentation during construction of this project.

B. All work will be in conformance with the contract documents and Standards for Soil Erosion and Sediment Control in New Jersey, 7th Edition, January 2014, revised July 2017, and the latest revisions thereof.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Hay bales shall consist of timothy, redtop or native grasses bound together with nylon or wire.

B. Stabilize hay bales with two rebar, steel pickets or two 2"x2" wood stake anchors (length = 1.5' to 2.0') as may be required or as directed by the Owner. Contractor shall embed anchors a depth of 4" or as applicable with site conditions to stabilize hay bales. Stone aggregate shall be 1½ - 2" in diameter.

C. All other materials shall be as shown and called for on the plans as "Soil Erosion and Sediment Control Notes & Details".

PART 3 - EXECUTION

3.1 CONSTRUCTION

A. The work of soil erosion and sediment controls shall include, but not be limited to the following:

B. All soil erosion and sediment control practices on this project shall be constructed in accordance with the "Standards for Soil Erosion and Sediment Control in New Jersey" or as approved for this project.

1. The smallest practicable area of land shall be exposed at any one time during the project and, whenever feasible, natural vegetation shall be retained and protected. Stripping of vegetation, grading or other soil disturbance shall be completed in a manner which will minimize soil erosion.

2. A schedule of construction operations shall be submitted to the Engineer for his approval including staging areas, stockpile areas and disturbance outside the limits of work. All erosion control devices shall be inspected and maintained periodically.
3. Written notification must be provided to the Engineer and the Soil Conservation District or municipal agency having jurisdiction 72 hours prior to the start of any land disturbing activity.
4. The Applicant must obtain a district issued report of compliance prior to applying for the municipal certificate of occupancy. Please give the district one-week notice to schedule this inspection.
5. All soil erosion and sediment control devices shall be in place prior to any major soil disturbances or installed and removed in their proper sequence to allow for further operations on the site.
6. All sediment control structures shall be checked and maintained on a regular basis and basins shall be cleaned periodically when storage capacity is affected by siltation.
7. During construction, any additional control measures as deemed necessary to prevent erosion or control sediment beyond those measures shown on the approved plans shall be installed or employed at the direction of the Engineer.
8. After completion of construction, soil and sediment controls shall be left in place until all disturbed areas are stabilized.
9. Disturbed areas shall be maintained in a rough graded condition and temporarily seeded and/or mulched until proper weather conditions exist for the establishment or permanent vegetative cover.
10. All areas disturbed by grading on which permanent or semi-permanent seeding or temporary seeding have not been made and all slopes with a grade steeper than 2:1 shall be treated by mulching. The mulch shall be applied at a rate of 2 TO 2 1/2 tons per acre of equivalent measure, according to State standards.
11. All areas disturbed by grading including soil stockpiles which will not be used or constructed upon for a period greater than 30 days shall be temporarily seeded and protected as required.
12. All areas disturbed by grading which will not be constructed upon within six months are to be stabilized with a permanent type seeding and fertilizing.
13. All disturbed areas shall be treated with 6” of topsoiled, limed and fertilized prior to both temporary and permanent seeding as indicated on plans and in conformance with charts and tables as set forth in the “Standards for Soil Erosion and Sediment Control in New Jersey”.
14. A crushed stone wheel cleaning “Tracking Pad” is to be installed at all site exits using 2-1/2 inch stone to a length of at least 50 feet. All driveways must exhibit this item in the drive during construction.
15. All paved roadways must be kept clean at all times. Do not use a fire or garden hose to clean roads unless runoff is directed to a proper sediment basin.
16. All Storm drainage inlets are to be protected by temporary filter devices, as indicated on the plans, to prevent the entry of sediment carried by run-off water until vegetation and/or paving is established as planned.
17. Whenever well points, pumps or other dewatering methods are used, care shall be taken to provide for the elimination of erosion and entrapment of sediment at the outfall of said dewatering.
18. All drainage swales shall be parabolic in shape unless otherwise noted and shall conform to SCS design standards.
19. Drainage swales and other structures shall be located in the field so as to retain as much of the original vegetation as possible, especially large trees.

20. The Contractor shall be responsible to contact and obtain approval from the Soil Conservation District for staging/stockpiling areas over 5,000 square feet.
21. The Contractor must confine all phases of construction work within the permanent and temporary construction easements.
22. The Contractor shall be responsible to secure his own ingress and egress to the construction site. If construction driveways are required, they shall be provided in accordance with the detail. They shall be the width of opening shown on the plans or as required by the Soil Conservation District, a minimum of 50 feet in length and a minimum of one foot deep.
23. The Contractor will strictly adhere to all plans, specifications and details approved by the Soil Conservation District.
24. All erosion and sediment control practices shall be in place prior to any grading operations and installation of proposed structure or utilities.
25. To provide suitable conditions for growth and vegetation and to prevent the acidifying of drainage water in those areas underlain with acid formation having a pH below 4.0 the following requirements shall be met:

    a. Grading shall be such that a minimum of acid formation shall be exposed.
    b. All exposed material shall be covered with a minimum of one foot on non-acid (pH minimum 5.0) soil suitable for plant growth plus 6" of topsoil.

26. Seeded Dates: The following seeding dates are recommended to establish permanent vegetative cover:
    April 1-September 30
27. Mulch material shall be unrotted salt hay or small grain straw applied at a rate of at least 2.0 Tons per acre, 90 pounds per 1000 square feet. In no case shall more than five days elapse between seeding and mulching, or by hydroseeding as per the manufacturers specifications.
28. All damage incurred by erosion shall be rectified immediately by the contractor.
29. All plan revisions must be submitted to the district for proper review.
30. Maximum side slopes shall not exceed 2:1 unless approved by the district.
31. All dewatering operations shall discharge into an approved sediment basin.
32. The district must be notified, in writing, for the sale of any portion of the project or for the sale of any building lots. New Owner's name(s), addresses, and phone numbers shall be provided to the district.

C. All soil erosion and sediment control devices shall be installed prior to any major soil disturbance, or in their proper sequence, and maintained until permanent protection is established. During the length of the entire project, the Contractor shall be responsible for maintaining all soil erosion and sediment control devices in an efficient workable condition.

D. Hay bales shall be replaced as they become filled with silt. Stone at the construction entrances shall be re-spread as existing stone becomes dirty and covered with silt.

END OF SECTION 32 96 00

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SECTION 337150 - UNDERGROUND DUCTS AND UTILITY STRUCTURES

PART 1 - GENERAL

1.1 STIPULATIONS

A. The specification sections “General Conditions”, “Special Requirements” and “General Requirements” form a part of this section by this reference thereto and shall have the same force and effect as if printed herewith in full.

B. The drawings and general provisions of the Contract, and other Division 01 Specification Section, apply to work of this section.

1.2 SUMMARY

A. This Section includes the following:

1. Ducts in concrete-encased duct banks.

1.3 SUBMITTALS

A. Product Data: For the following:

1. Conduit and ducts, including elbows, bell ends, bends, fittings, and solvent cement.
2. Duct-bank materials, including spacers and miscellaneous components.
3. Handholes and associated hardware.

B. Shop Drawings: Show fabrication and installation details for underground ducts and utility structures.

C. Coordination Drawings: Show duct profiles and coordination with other utilities and underground structures under the main electrical room. Include plans and sections drawn to scale, and show all bends and location of expansion fittings.

1.4 QUALITY CONTROL

A. Electrical Components, Devices, and Accessories (Including Ducts for Communications and Telephone Service): Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with ANSI C2.

C. Comply with NFPA 70.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver ducts to Project site with ends capped. Store nonmetallic ducts with supports to prevent bending, warping, and deforming.

1.6 COORDINATION

A. Coordinate layout and installation of ducts, and handholes with final arrangement of other utilities and site grading, as determined in the field.

B. Coordinate elevations of ducts and duct-bank entrances into handholes with final profiles of conduits as determined by coordination with other utilities and underground obstructions. Revise locations and elevations from those indicated as required to suit field conditions and to ensure duct runs drain to manholes and handholes, and as approved by Architect.

PART 2 - PRODUCTS

2.1 PRODUCTS AND MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements.

1. Nonmetallic Ducts and Accessories:

a. CANTEX Inc.
b. CertainTeed Corporation.
c. Lamson & Sessions; Carlon Electrical Products
d. Or approved equal.

2.2 CONDUIT

A. Conduit and fittings are specified in Division 26 Section "Raceways and Boxes."

2.3 DUCTS

A. Rigid Nonmetallic Conduit: Schedule 40 PVC electrical conduit, UL 651, with matching fittings by the same manufacturer as the conduit, complying with NEMA TC 3 and UL 514B.

2.4 ACCESSORIES

A. Duct Spacers: Rigid PVC interlocking spacers, selected to provide minimum duct spacings and cover depths indicated while supporting ducts during concreting and backfilling; produced

by the same manufacturer as the ducts.

B. Grounding Materials: Comply with Division 26 Section "Grounding and Bonding."

C. Duct-Sealing Compound: Non-hardening, safe for contact with human skin, not deleterious to cable insulation, and workable at temperatures as low as 35 deg F. Capable of withstanding temperature of 300 deg F without slump and of adhering to clean surfaces of plastic ducts, metallic conduits, conduit coatings, concrete, masonry, lead, cable sheaths, cable jackets, insulation materials, and common metals.

D. Warning Tape: Underground-line warning tape specified in Division 26 Section "Basic Electrical Materials and Methods."

2.5 CONSTRUCTION MATERIALS

A. Waterproofing: Provide as required

B. Mortar: Comply with ASTM C 270, Type M, except for quantities less than 2.0 cu. ft. where packaged mix complying with ASTM C 387, Type M, may be used.

C. Concrete: Use 3000-psi- minimum, 28-day compressive strength and 3/8-inch maximum aggregate size. Concrete and reinforcement are specified in Division 03 Section "Cast-in-Place Concrete."

PART 3 - EXECUTION

3.1 APPLICATION

A. Underground Ducts for Electrical Primary and Secondary Electric Service Feeders: Schedule 40 PVC electrical conduit, concrete encased unless noted otherwise**.**

3.2 EARTHWORK

A. Excavation and Backfill: Comply with Division 02 Section "Earthwork - Site" but do not use heavy-duty, hydraulic-operated, compaction equipment.

B. Restore surface features at areas disturbed by excavation and reestablish original grades, unless otherwise indicated. Replace removed sod immediately after backfilling is completed.

C. Restore all areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary topsoiling, fertilizing, liming, seeding, sodding, sprigging, and mulching. Comply with Division 02 Section "Landscaping."

D. Restore disturbed pavement.

3.3 CONDUIT AND DUCT INSTALLATION

A. Slope: Pitch ducts a minimum slope of 1:300 down toward handholes and away from buildings and equipment. Slope ducts from a high point in runs between two manholes to drain in both directions.

B. Curves and Bends: Use manufactured elbows for stub-ups at equipment and at building entrances. Use manufactured long sweep bends with a minimum radius of 25 feet, both horizontally and vertically, at other locations.

C. Use solvent-cement joints in ducts and fittings and make watertight according to manufacturer's written instructions. Stagger couplings so those of adjacent ducts do not lie in the same plane.

D. Duct Entrances to Handholes: Space end bells approximately 10 inches o.c. for 5-inch ducts and vary proportionately for other duct sizes. Change from regular spacing to end-bell spacing 10 feet from the end bell without reducing duct line slope and without forming a trap in the line. Grout end bells into manhole walls from both sides to provide watertight entrances.

E. Building Entrances: Make a transition from underground duct to conduit at least 10 feet outside the building wall. Use fittings manufactured for this purpose. Follow the appropriate installation instructions below:

1. Concrete-Encased Ducts: Install reinforcement in duct banks passing through disturbed earth near buildings and other excavations. Coordinate duct bank with structural design to support duct bank at wall without reducing structural or watertight integrity of building wall.

F. Concrete-Encased, Nonmetallic Ducts: Support ducts on duct spacers, spaced as recommended by manufacturer and coordinated with duct size, duct spacing, and outdoor temperature. Install as follows:

1. Separator Installation: Space separators close enough to prevent sagging and deforming of ducts and secure separators to earth and to ducts to prevent floating during concreting. Stagger spacers approximately 6 inches between tiers. Tie entire assembly together using fabric straps; do not use tie wires or reinforcing steel that may form conductive or magnetic loops around ducts or duct groups.
2. Concreting: Spade concrete carefully during pours to prevent voids under and between conduits and at exterior surface of envelope. Do not allow a heavy mass of concrete to fall directly onto ducts. Use a plank to direct concrete down sides of bank assembly to trench bottom. Allow concrete to flow to center of bank and rise up in middle, uniformly filling all open spaces. Do not use power-driven agitating equipment unless specifically designed for duct-bank application. Pour each run of envelope between manholes or other terminations in one continuous operation. If more than one pour is necessary, terminate each pour in a vertical plane and install 3/4-inch reinforcing rod dowels extending 18 inches into concrete on both sides of joint near corners of envelope.
3. Reinforcement: Reinforce duct banks where they cross disturbed earth and where indicated.

4. Forms: Use walls of trench to form side walls of duct bank where soil is self-supporting and concrete envelope can be poured without soil inclusions; otherwise, use forms.
5. Minimum Clearances between Ducts: 3 inches between ducts and exterior envelope wall, 2 inches between ducts for like services, and 4 inches between power and signal ducts.
6. Depth: Install top of Electric Service Primary and Secondary duct banks a minimum of 30 inches below finished grade in nontraffic areas and a minimum of 36 inches below finished grade in vehicular traffic areas.

G. Warning Tape: Bury warning tape approximately 12 inches above all concrete-encased duct banks. Align tape parallel to and within 3 inches of the centerline of duct bank.

H. Stub-ups: Use rigid steel conduit for stub-ups to equipment. For equipment mounted on outdoor concrete bases, extend steel conduit a minimum of 5 feet from edge of base. Install insulated grounding bushings on terminations. Couple steel conduits to ducts with adapters designed for this purpose and encase coupling with 3 inches of concrete.

I. Sealing: Provide temporary closure at terminations of ducts that have cables pulled. Seal spare ducts at terminations. Use sealing compound and plugs to withstand at least 15-psig hydrostatic pressure.

J. Pulling Cord: Install 100-lbf-test nylon cord in ducts, including spares.

3.4 FIELD QUALITY CONTROL

A. Testing: Demonstrate capability and compliance with requirements on completion of installation of underground ducts and utility structures.

B. Duct Integrity: Pull aluminum or wood test mandrel through duct to prove joint integrity and test for out-of-round duct. Provide mandrel equal to 80 percent fill of the duct. If obstructions are indicated, remove obstructions and retest.

C. Correct installations if possible and retest to demonstrate compliance. Remove and replace defective products and retest.

3.5 CLEANING

A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of ducts. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.

END OF SECTION 337150

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