

BROWNSVILLE NAVIGATION DISTRICT

CONTRACT DOCUMENTS
AND
SPECIFICATIONS FOR

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION



JULY 18, 2024

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Advertisement for Bids

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

Notice to Bidders

Notice is hereby given that bids will be received by the Brownsville Navigation District ("BND") of Cameron County, Texas for the "**HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION**" project at the Port of Brownsville, Cameron County, Texas.

Bids must be delivered in a sealed envelope labeled with the project name to BND at 1000 Foust Road, Brownsville, Texas 78521 no later than **2:00 P.M. on Thursday, July 18, 2024**, addressed to Mr. Zeus Yañez, BND Finance Director. Bids will be calculated on a Unit Price basis and must comply with the requirements set out in the **Bid Document**, which may be obtained from Mr. Ariel Chávez II, PE/RPLS, Director of Engineering Services at achavez@portofbrownsville.com, at (956) 831-4592, or at www.portofbrownsville.com. Bid security in the amount of 5% of the highest bid amount is required as specified in the **Bid Document**. A **Mandatory Pre-Bid Virtual Conference** will be held at **2:00 P.M. on Tuesday, July 9, 2024**. The link will be made available to interested bidders who submit the **Intent to Bid Form**, which can be retrieved from the Port of Brownsville website.

The BND Board of Commissioners **HEREBY RESERVES THE RIGHT** to reject any and all bids, and to select the bid deemed most advantageous to the BND.

6/29/2024, 7/06/2024

Intent to Bid Statement

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

July 18, 2024

1. **CONTRACTOR'S INFORMATION:**

Contractor: _____

Address: _____ Main Phone: _____

City: _____ State: _____ Zip: _____

2. **CONTRACTOR'S INTENT TO BID STATEMENT:**

We, the above-named contractor, hereby declare our Intent to Bid on the "**HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION**" project at the Port of Brownsville.

We acknowledge and understand that a **Mandatory Pre-Bid Virtual Meeting** will be held at the BND Administration Building, 1000 Foust Road, Brownsville, TX and will attend virtually or in person. We assume responsibility to secure the link for said Virtual Meeting.

We hereby request to be included in the bidder's list and to be notified of the issuance of any Addenda for this project. We also acknowledge and understand that our company information on this form will be made available to the public.

3. **CONTRACTOR'S OFFICER:**

Name: _____ Work Phone: _____

Title: _____ Cel Phone: _____

Signature: _____ Date: _____

Main eMail Address: _____

Secondary eMail Address: _____

Instructions to Bidders

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

1. RECEIPT AND OPENING OF BIDS:

The Brownsville Navigation District, Texas, (hereinafter called OWNER), invites bids on the form attached hereto, all blanks of which must be appropriately filled in, in ink.

The OWNER may consider informal and non-responsive, any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No BIDDER may withdraw a bid within at least ninety (90) days after the actual date of the opening thereof.

2. INSPECTION OF SITE:

Each BIDDER shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The BIDDER should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument, or to visit the site and acquaint himself with the conditions there existing and the OWNER will be justified in rejecting any claim for extra time, or compensation, or both, based on facts regarding which Contractor should have been on notice as a result thereof.

3. PREPARATION OF BID AND USE BID FORMS:

These contract documents include a complete set of bidding documents. The BIDDER shall copy all documents listed in the table of contents under the heading BIDDING DOCUMENTS and shall submit his bid on these forms. A bid shall be comprised of the BIDDING DOCUMENTS completed by the BIDDER plus supplemental information required by the specifications and documents or deemed necessary by the BIDDER to fully describe his offering.

If any of the information submitted as part of the bid is considered to be proprietary by the BIDDER, he shall identify such in his bid.

- a) Preparation. Each bid shall be carefully prepared using the proposal and proposal data forms included as a part of the bidding documents. Entries on the proposal and proposal data forms shall be typed, using dark black ribbon, or legibly written in black ink. All prices shall be stated in words and figures except where the forms provide for figures only. In case of discrepancy, the amount shown in words will govern.

The BIDDER shall acknowledge, in the space provided in the proposal form, receipt of each addendum issued for the specifications and documents during the bidding period.

The BIDDER shall assemble all drawings, catalog data, and other supplementary information necessary to thoroughly describe materials and equipment covered by the proposal, and shall attach such supplemental information to the copies of the specifications and documents submitted.

- b) Signatures. Each BIDDER shall sign the proposal with his usual signature and shall give his full business address. The BIDDER's name stated on the proposal shall be the exact legal name of the firm. The names of all persons signing should also be typed or printed below the signature.

Proposals by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. A complete list of the partners shall be included with the proposal.

Proposals by a corporation shall be signed in the official corporate name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation.

A proposal by a person who affixes his signature the word "president," "secretary," "agent," or other designation, without disclosing his principal, will be rejected. Satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished. Bidding corporations shall designate the state in which they are incorporated and the address of their principal office.

- c) Submittal. The original proposal (and its accompanying copy) shall be transmitted to arrive at the designated address not later than the date and time stipulated in the Legal Notice and Invitation to Bid.

Submit the original proposal and one signed copy of the proposal to:

Chairman, Board of Commissioners
Brownsville Navigation District, Texas
c/o Ariel Chávez II, P.E./R.P.L.S.
1000 Foust Road
Brownsville, Texas 78521

Each bid must be submitted in a sealed envelope bearing on the outside the name of the BIDDER, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

4. METHOD OF BIDDING: UNIT PRICE.

Prices shall be firm, not subject to qualification, condition or adjustment. Prices shall be in United States dollars. Prices shall be lump sum except where unit prices are requested by the bid forms. If unit price items are required by the proposal, the unit prices for each of the several items in the proposal of each BIDDER shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the requirement may be rejected as informal and

non-responsive. The special attention of all BIDDERS is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work pursuant to public competitive bidding statutes (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five (25%) percent. A proposed decrease only that exceeds twenty-five (25%) percent of the original contract price must be agreed to in advance by the Contractor.

5. MANDATORY PRE-BID CONFERENCE:

A Mandatory Pre-Bid meeting between the OWNER, prospective bidders, suppliers, etc., will be held to answer any questions concerning the work. No addenda will be issued at this meeting. Subsequent thereto, if necessary to clear up any written questions, a written addendum will be issued by the OWNER to all pre-bid conference attendees. The pre-bid meeting will be held at the place, time and date indicated in the Invitation to Bid, unless re-scheduled by Addendum. Interested parties are invited to attend.

6. DISCLOSURE BY BIDDER:

Each BIDDER shall submit with the bid documents, on the form furnished for that purpose, his Pre-Bid Disclosure Statement showing his experience record in performing the type of work embraced in the contract, his organization and equipment available for the work contemplated, and, when specifically requested by the OWNER, a detailed financial statement. The OWNER shall have the right to take such steps as it deems necessary to determine the ability and responsibility of the BIDDER to perform his obligations under the Contract and the BIDDER shall be responsive in furnishing the OWNER all such information and data for this purpose as it may request. OWNER reserves the right to reject any bid where an investigation of the available evidence or information does not satisfy the OWNER that the BIDDER is responsible to carry out properly the terms of the Contract. This shall also apply to any proposed subcontractor(s).

7. SUBCONTRACTS:

The BIDDER is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the OWNER, and that a Pre-Bid Disclosure Statement for each proposed subcontractor must also be submitted with the bid documents.

8. BID SECURITY:

Each bid must be accompanied by certified or cashier's check, or a bid bond prepared on the form of the bid bond attached hereto, duly executed by the BIDDER as principal and having as surety therein a surety company approved by the OWNER, authorized to do business in the State of Texas in the amount of not less than five (5%) percent of the bid. Such checks, or bid bonds will be returned to all except the three lowest BIDDERS within fifteen (15) days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the OWNER and the accepted BIDDER have executed the contract or if no award has been made, within thirty (30) days after the date of the opening of bids. The bid security will be returned upon demand of the BIDDER at any time thereafter, so long as he has not been notified of the acceptance of his bid.

9. ADDENDA AND INTERPRETATIONS:

No oral interpretations by OWNER and its representatives shall be binding upon OWNER as to the meaning of the plans, specifications, contract documents, or other pre-bid documents.

Every request for such interpretation should be made in writing, addressed to the Engineering Services Department of the Brownsville Navigation District, and must be received at least ten (10) days prior to the date fixed for the opening of bids in order to be considered. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be on file at the Department mentioned above no later than five (5) days prior to the date fixed for opening of bids, and will be mailed by certified mail with return receipt requested to all prospective BIDDERS (at the respective addresses furnished for such purposes), not later than three (3) days prior to said date. It will be the BIDDER's responsibility to inquire as to any addenda issued and failure of any BIDDER to receive any such addenda or interpretation shall not relieve such BIDDER from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

10. TELEGRAPHIC MODIFICATION:

Any BIDDER may modify his bid by telegraphic and/or telefax communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic or telefax communication is received by the OWNER prior to the closing time, and provided further, the OWNER is satisfied that a written confirmation of the telegraphic or telefax modification over the signature of the BIDDER was also mailed prior to the closing time. The telegraphic or telefax communication should not reveal the total bid price, but should provide the addition or subtraction, or other modification, so that the final prices or terms will not be known by the OWNER until the original sealed bid is opened.

Revised bids submitted before the opening of bids, whether forwarded by mail, telegram, or telefax if representing an increase in excess of two percent (2%) of the original bid, must have the bid security adjusted accordingly; otherwise the bid will not be considered responsive.

If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic or telefax modification.

11. TIME FOR RECEIVING BIDS:

Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the OWNER that the non-arrival on time was due solely to delay in the mails for which the BIDDER was not responsible, such bid will be received and considered.

BIDDERS are cautioned that, while telegraphic or telefax modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection for non-responsiveness.

12. OPENING OF BIDS:

At the time and place fixed for the opening of bids, the OWNER will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. BIDDERS and other persons properly interested may be present, in person or by representative.

13. WITHDRAWAL OF BIDS:

Bids may be withdrawn on written, telegraphic, or telefax request dispatched by the BIDDER in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the BIDDER is placed in the mail and postmarked prior to the time set for bid opening. The bid security of any BIDDER withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

14. AWARD OF CONTRACT: REJECTION OF BIDS:

The contract will be awarded to the responsive and responsible BIDDER submitting the lowest bid complying with the conditions of the Legal Notice and Invitation for Bids. The BIDDER to whom the award is made will be notified at the earliest possible date. The OWNER, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.

The OWNER reserves the right to consider as not responsible any BIDDER who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

15. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND:

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful BIDDER shall execute and deliver to the OWNER an agreement in the form included in the contract documents in such number of copies as the OWNER may require.

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful BIDDER shall, within the period specified in the preceding paragraph, furnish a Performance Bond and Payment Bond, each in a penal sum not less than the full amount of the contract as awarded, as security for the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to that of the agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a guaranty or surety company legally authorized to do business in the State of Texas.

The failure of the successful BIDDER to execute such agreement and to supply the required bonds and insurance certificates within ten (10) days after the prescribed forms are presented for

signature, or within such extended period as the OWNER may grant in writing, based upon reasons determined sufficient by the OWNER, shall constitute a default, and the OWNER may either award the contract to the next lowest responsive and responsible BIDDER or readvertise for bids, and may charge against the defaulting BIDDER the difference between the amount of the defaulted bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by readvertising, the defaulting BIDDER shall have no claim against the OWNER for a refund.

16. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful BIDDER, upon his failure or refusal to execute and deliver the contract, bonds and insurance certificates required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as liquidated damages (and not as a penalty) for such failure or refusal, the security deposited with his bid.

17. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

BIDDER must agree to commence work on or before a date to be specified in a written "Notice to Proceed" issued by the OWNER and to fully complete the project within the contract time, as provided in Article 3 of the Agreement.

BIDDER must agree also to pay as mutually agreed to liquidated damages, and not as a penalty, the sum of five hundred (\$500.00) per day for each consecutive calendar day thereafter, as provided in said Article 3.

18. NOTICE OF SPECIAL CONDITIONS:

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- A. Inspection and testing of materials.
- B. Insurance requirements.
- C. Wage and Hour Provisions.
- D. State Sales and Use Tax Exemption Provisions

19. LAWS AND REGULATIONS:

The BIDDER's attention is directed to the fact that all applicable federal, state and local laws, statutes, ordinances, codes and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

20. EQUAL EMPLOYMENT OPPORTUNITY:

Attention of BIDDERS is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex,

handicap, or national origin.

21. SUBMITTAL OF TRENCH SAFETY DESIGN:

If project includes open trench excavation deeper than 5 feet, contractor shall submit a trench safety system to Engineer for review and approval prior to beginning of construction.

22. INFORMATION TO BE SUBMITTED WITH PROPOSAL:

Each BIDDER shall submit with his proposal pertinent information concerning proposed equipment and materials and proposed construction organization.

- a) Equipment and Materials. In addition to the information submitted on the proposal and proposal data forms, each BIDDER shall submit all specifications, preliminary drawings, and similar descriptive information necessary to describe completely the equipment and materials he proposes to furnish, if applicable.

The proposal shall be based on new equipment and materials which comply with specifications and documents in every respect, unless the BIDDER takes specific exception as provided herein before. If alternate or "equal" equipment and materials are indicated in the proposal, it shall be understood that the OWNER will have the option of selecting any one of the alternates so indicated and such selection shall not be a cause for extra compensation or extension of time.

- b) Contractor's Field Organization. Each BIDDER shall submit with his proposal an organization chart showing the names of field management, supervisory, and technical personnel, and the details of the management, supervisory, and technical organization which he proposes to use for this project. The successful BIDDER's organizational concept will be subject to the review and acceptance of the OWNER. The experience record of the Contractor's field superintendent shall be submitted with the proposal.

23. PREFERENCE LAW:

Contractor selection will take into consideration any Preference Laws of the Statutes of Texas.

24. SUBSURFACE CONDITIONS:

Each BIDDER shall be responsible for determining prior to bidding, the types of subsurface materials which will be found. If test borings have been made on the site, the locations and logs of the test borings are included in the plans.

It is to be expressly understood and acknowledged by the BIDDER, that any information on subsurface materials made available by OWNER for BIDDER'S convenience shall not be a part of the contract documents and there is no expressed or implied guarantee of the data given, nor of the interpretation thereof.

All excavation for this project will be unclassified and the BIDDER shall be responsible for investigating and satisfying himself of subsurface conditions (including the presence or likelihood

of encountering rock or rock-like materials and debris) prior to submitting his bid, which shall include any and all costs BIDDER associates with avoiding, managing or removing said subsurface conditions without claim for extra compensation against OWNER.

25. DISPOSAL OF EXCESS MATERIALS:

After backfilling and compacting any temporary trenches backfill or removing temporary earthen material, there may be in some instances an excess of soil material over that required to bring the backfill up to the original grade. In such cases where there is an excess of material, BIDDER shall load and haul it away from the job site and dispose of it in a legal manner so as not to trespass, adversely impact any protected wetlands, adversely impact the 100 year flood plain, adversely impact any endangered species, or otherwise create drainage diversions or impoundments. No extra remuneration for this work will be allowed.

26. EROSION AND SEDIMENT CONTROL MEASURES:

The BIDDER is expected to conduct his work in such a manner as to minimize any soil erosion or sediment runoff from the construction site. Earth cuts and fills shall have smooth, flat side slopes, as generally indicated on the PLANS, to preclude erosion of the soil. Such operations should be timed consistent with the actual need for doing the work and only to leave raw, unprotected surfaces for a minimum of time.

Existing lawns are to remain intact as far as practical. Such areas as are disturbed shall be duly restored by the BIDDER to as good or better than original condition using the same type of grass, shrubs, or cover as the original. The BIDDER shall be responsible for correcting any erosion that occurs at his sole cost without claim for extra compensation.

As construction progresses, and in accordance with current federal legislation regulating storm water runoff and management from construction sites greater than five acres in size, if applicable, (See: Section 405 of the Water Quality Act of 1987, Section 402(P) as amended), and at locations where erosion with sediment runoff occurs or is likely to occur, the BIDDER shall construct temporary ditches, retainage levees, drains, inlets, or other works to correct the condition. Upon completion of the work, such facilities shall be removed.

During construction, the BIDDER shall take the necessary precautions to see that erosion is controlled and sediment runoff is prevented so as to protect the quality of any neighboring water bodies.

27. SAFETY PROVISIONS:

BIDDER shall provide barricades, flares, warning signs, and/or flagmen so as to eliminate danger and inconvenience to the public, railroad and job site personnel. In addition to any other requirements of the Contract Documents, the BIDDER shall be responsible for familiarity and compliance with all Federal (OSHA), State, Railroad and local safety rules, laws and requirements with particular attention to be given to excavation and trench safety requirements.

28. PROTECTION OF PROPERTY AND EXISTING UTILITIES:

Within developed areas, all public and private property along and adjacent to the BIDDER'S operations, including lawns, yards, shrubs, drainage gradients and trees, shall be adequately protected, and when damages occur, they shall be repaired, replaced, or renewed or otherwise put in a condition equal to or better than that which existed before the BIDDER caused the damage or removal.

An attempt has been made to show all known existing utilities on the PLANS, but the possibility remains strong that some underground utilities may exist that have not been shown. The BIDDER, through mandatory contact with local utility owners, shall keep himself informed and take such precautions as necessary to avoid damage.

29. WAGES AND HOURS:

The most recent wage rate determination from the U.S. Department of Labor for Cameron County as locally adopted by the BND is a part of these specifications and controls minimum wage, hour and any fringe benefits.

A copy of the wage rate schedule must be posted at the job site in both English and Spanish and kept posted in a conspicuous place on the site of the project at all times during construction. The BIDDER shall familiarize himself with the included General Conditions Section entitled "Wage and Labor Standard Provisions - 100% Locally Funded Construction." Copies of the wage rate schedule are included herein, but the responsibility for posting and keeping posted rests upon the BIDDER.

30. GUARANTEE:

The BIDDER shall guarantee the work for a period of one (1) year after date of acceptance in writing by the OWNER. During this period, the BIDDER shall make any repairs and/or replacements of defective materials and corrections due to poor workmanship, all as may be required for full compliance with the Specifications. This guarantee shall apply to all matters reported by the OWNER in writing within said one (1) year period and this guarantee shall be included in the coverage period set forth in the Performance Bond.

31. SECURITY GRANT CONTRACT PROVISIONS:

The successful BIDDER shall comply with the Security Grant Contract Provisions as outlined in the next section of these contract documents. In the event these Provisions differ from any other similar requirement in these documents, these provisions shall govern. The successful BIDDER shall, upon request by the OWNER or the OWNER's representative, provide proof of compliance with each such provision, as applicable and as required.

Bid Form

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

Place: Board of Commissioners - Brownsville Navigation District
1000 Foust Road
Brownsville, Texas 78521

Due Date: Before **2:00 P.M., Thursday, July 18, 2024.**

Proposal of _____ hereinafter called BIDDER, a corporation organized and existing under the laws of the State of _____, or a partnership or an individual doing business as _____.

To: The Brownsville Navigation District, Texas, hereinafter called OWNER.

Gentlemen:

The BIDDER, in compliance with your invitation for bids for the "**HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION**" project, having examined the drawings and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the attached unit prices. These price(s) are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part. These price(s) are firm and shall not be subject to adjustment provided this Proposal is accepted within ninety (90) days after the time set for receipt of proposals.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the OWNER and to fully complete the project within (90) ninety calendar days after notice to proceed, as defined in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of five hundred (\$500.00) dollars for each consecutive calendar day thereafter as hereinafter provided in Article 3 of the Agreement.

BIDDER agrees to perform all work for which he contracts as described in the specifications and as shown on the plans, for the attached unit prices:

SUBCONTRACTORS. BIDDER proposes that he will perform the majority of the work at the project site with his own forces and that specific portions of the work not performed by the BIDDER will be subcontracted and performed by the following subcontractors.

Subcontracted Work	Name of Subcontractor
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**HARBORMASTER'S OFFICE BUILDING GENERATOR
INSTALLATION**

BIDDER Agrees to perform all the work described in the Contract Documents
for the following Unit Prices (which include any and all applicable taxes and fees):

Thursday July 18, 2024.

ITEM	DESCRIPTION	EST QTY	UNIT COST	AMOUNT
1	FURNISHING OF LABOR, MATERIAL, EQUIPMENT, TRANSPORTATION, APPLICABLE PERMITS, TOOLS AND SERVICES, AND PERFORMING OPERATIONS REQUIRED FOR, AND REASONABLY INCIDENTAL TO, THE INSTALLATION OF THE WORK IN ACCORDANCE WITH THE APPLICABLE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THE HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION (EQUIPMENT FURNISHED BY OWNER).	1 LS		

TOTAL BASE BID :

BIDDER Acknowledges receipt of the following addenda:

In case of discrepancy, the unit price amount shall govern.

The above included prices shall include all labor, materials, excavation, bailing, shoring, removal, backfill, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

The undersigned hereby declares that only the persons or firms interested in the proposal as principal or principals are named herein, and that no other persons or firms than are herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a Bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Upon receipt of written notice of the acceptance of this Bid, BIDDER will execute the formal contract attached within ten (10) days and deliver the Performance and Payment Bonds and Insurance Certificates as required under the GENERAL CONDITIONS. The Bid security attached in the sum of _____ (\$ _____) is to become the property of the OWNER in the event the contract, bonds, and insurance certificates are not executed or delivered within the time above set forth, as mutually agreed to liquidated damages and not as a penalty for the delay and additional administrative expense to the OWNER caused thereby; otherwise the Bid security will be returned upon the signing of the contract and delivering the approved bonds and insurance certificates.

Respectfully submitted,

By: _____

Seal affixed here
if BID is by a
Corporation

Title

Address

Attest: _____

Bid Bond

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CAMERON §

THAT WE, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the BROWNSVILLE NAVIGATION DISTRICT, TEXAS, as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for construction of the project known as:

"HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION"

NOW, THEREFORE,

(a) If said BID shall be rejected, or
(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement attached hereto (properly completed in accordance with said BID) and shall furnish payment and performance bonds for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall furnish insurance certificates, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void. Otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penalty amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by an extension of the time with which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be assigned by their proper officers, the day and year first set forth above.

Signed this _____ day of _____, 20____.

Principal

Surety

By: _____

Statement of Non-Collusion

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

The undersigned hereby certifies that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this BID in collusion with any other Bidder, and that the contents of this BID as to prices, terms or conditions of said BID have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this BID.

Company: _____

Address: _____

Phone: _____

Fax: _____

Bidder: _____
(Signature)

Bidder: _____
(Print Name)

Title: _____
(Print Title)

Signature of Company
Officer Authorizing this
Bid: _____

Company
Officer: _____
(Print Name)

Officer's Title: _____
(Print Title)

Note: This form must be filled out and submitted with the sealed bid.

Disclosure of Interests

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

The Brownsville Navigation District requires all persons or firms seeking to do business with the District to provide the following information. Every question must be answered. If a question is not applicable, answer with "N/A". Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission Form 10-K with the District in lieu of answering the questions below. See Definitions.

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Firm is: Corporation Partnership Sole Owner
 Association Other _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side or attach separate sheet (s).

1. State the name of each "employee" of the Brownsville Navigation District having any "ownership interests" constituting 10% or more of the voting stock or shares of the business entity or ownership of \$2,500 or more of the fair market value for the business entity or employed by the above "firm".

Name	Title	Department
------	-------	------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

2. State the name of each "official" of the Brownsville Navigation District having any "ownership interests" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm".

Name	Title	Department
------	-------	------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

3. State the names of each "Board Member" of the Brownsville Navigation District having any "ownership interests" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm".

Name	Title	Department
------	-------	------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

Note: This form must be filled out and submitted with the sealed bid.

Certificate and Definitions

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Brownsville Navigation District as changes occur.

Certifying Name: _____

Title: _____

Signature: _____

Date: _____

DEFINITIONS

The following definitions of terms should be used in answering the questions set forth below:

- A. "Board Member" – An elected member of any board, commission, or committee appointed by the Brownsville Navigation District of Brownsville, Texas.
- B. "Employee" – Any person employed by the Brownsville Navigation District either on a full time or part-time basis, but not as an independent contractor.
- C. "Firm" – Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- D. "Official" – The Chairman, members of the Brownsville Navigation District, General Manager, CEO, Deputy Port Director, Department and Division Heads.
- E. "Ownership Interest" – Legal or equitable interest, whether actually or constructive held, in a firm, including when such interest is held through the agent, trust, estate or holding entity. "Consecutively held" refers to holding or control established through voting trusts, proxies, or special terms of venture of partnership agreements.

Please Complete and Submit to:

Chairman of the Board
Brownsville Navigation District
c/o Ariel Chávez II, P.E./ R.P.L.S.
Director of Engineering Services
1000 Foust Road
Brownsville, Texas 78521

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

CERTIFICATE

Name of Entity: _____

The prospective participant certifies to the best of their knowledge and belief that they and their principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this bid been convicted of had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d) Have not within a three year period preceding this application/bid had one or more public transactions (Federal, State, Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a \$10,000.00 or imprisonment for up to five (5) years, or both.

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

Please Complete and Submit to:

Chairman of the Board
Brownsville Navigation District
c/o Ariel Chávez II, P.E./ R.P.L.S.
Director of Engineering Services
1000 Foust Road
Brownsville, Texas 78521

**BROWNSVILLE NAVIGATION DISTRICT
Bidder's Acknowledgment Form**

Having carefully examined the information, notices and specifications and conditions contained in this package, the undersigned Bidder's agent or representative hereby proposes and agrees to comply with these Specifications at the prices quoted. The Bidder affirms that, to the best of their knowledge, the bid has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other Bidders in the award of this bid.

Addendums received:

Vendor:
Address:
City, State, Zip Code:
Signature of Bidder:
Title with Company:



To Vendors Doing Business with Brownsville Navigation District:

The Texas legislature passed two pieces of legislation that affect the relationship between the Brownsville Navigation District and its vendors. The Board of Commissioners of the Brownsville Navigation District has incorporated these new requirements into the *Code of Ethics* already in place for the District.

The District will now require that any vendor seeking to do business with the Brownsville Navigation District must file certain documents on an annual basis in order to be able to be awarded a purchase contract or a purchase order for goods or services. These forms are:

1. Vendor Registration Form
2. Conflict of Interest Questionnaire

These forms must be re-filed on an annual basis. Copies of the required forms and a full copy of the *Code of Ethics* are available on the District's website at:

www.portofbrownsville.com

Conflict of Interest Questionnaires can be found at the Texas Ethics Commission web site at:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

Conflict of Interest Questionnaires must be filed in regard to the Brownsville Navigation District "local government officers" which include the Navigation District Commissioners, the Port Director and CEO and the Deputy Port Directors. A listing of these persons is enclosed. Completed forms are to be filed with my office.

Please do not hesitate to contact me should you have any questions regarding these forms.

Sincerely yours,

Mr. Zeus Yanez,
Director of Finance
(956) 838-7023 Fax (956) 831-5106
zyanez@portofbrownsville.com

encl:

Brownsville Navigation District
1000 Foust Road / Brownsville, Texas 78521 / (956) 831 -4592 / (800) 378-5395 / Fax (956) 831-5106
www.portofbrownsville.com

BROWNSVILLE NAVIGATION DISTRICT ADMINISTRATION
"LOCAL GOVERNMENT OFFICERS"
Board of Navigation and Canal Commissioners

Esteban Guerra
Chairman
Elected 5/05/2022
Term Expires May 2026
Private Businessman

Ralph Cowen
Vice Chairman
Elected 5/10/2022
Term Expires May 2024
Private Businessman

John Wood
Secretary
Elected 05/10/2022
Term Expires May 2026
Private Businessman

Sergio Tito Lopez
Commissioner
Elected 05/10/2020
Term Expires May 2024
Private Businessman

John Reed
Commissioner
Elected 5/10/2020
Term Expires May 2024
Banker

Administration

William Dietrich – Interim Port Director & CEO
Open – Deputy Director of Administration
Arturo Gomez – Deputy Director of Operations

Other Administrative Employees

Open – Senior Director of Marketing and Business Development
Ariel Chavez II, P.E./R.P.L.S. – Director of Engineering Services
Michael Davis – Harbor Master
Margie Recio – Director of Administrative Services
Zeus Yanez – Director of Finance
Lt. Julio Romo – Chief of Police
Jose Herrera – Director of Facilities Maintenance
Jorge Montero – Director of Communications
Antonio Rodriguez – Director of Cargo Services
Open – Director of Real Estate Services

Brownsville Navigation District Vendor Registration Form

Please complete this form to give the District your contact information for use during an RFP/RFB process or to open or update a vendor account

Date:	Name of Person Providing Information:
If you are currently participating in an RFP process for the District, please indicate the RFP/RFB title:	
If you are interested in receiving a notice when an RFP/RFB is available, please indicate your areas of interest:	
<input type="checkbox"/> Construction Contracts	<input type="checkbox"/> Security Services
<input type="checkbox"/> Property/Liability Insurance	<input type="checkbox"/> Bank Depository
<input type="checkbox"/> Group Insurance	Other:
<input type="checkbox"/> Salvage Offerings	
<input type="checkbox"/> Uniform Service	

Vendor Name	Web Site
Contact Person:	Fax Number:
Phone Number:	eMail Address:
Mailing Address:	Physical Address:

Form of Business <i>(Individual/Sole Proprietor/Partnership/Corporation/Other)</i>	Taxpayer Identification Number:
---	---------------------------------

Please return this form by fax to (956) 831-5106 or by email to vendor@portofbrownsville.com

Signature of Person Providing Information

This vendor is not a Listed Company as per: Section 2252 of the Texas Government Code Federal Debarred List - SAM.gov	_____ Signature of Purchasing Auditor
---	--

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

Texas Government Code Sections 2270.002 and 2252.152

Disclosure Statement

The undersigned business entity hereby represents and warrants that the following statements are true and correct:

- (a) Pursuant to Section 2270.002, Texas Government Code, we hereby represent that we do not boycott Israel (as defined in Section 2270.002, Texas Government Code) and, subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, we agree not to boycott Israel during the term of this purchase agreement.
- (b) We hereby acknowledge that (a) we do not engage in business with Iran, Sudan, or any foreign organization and (b) we are not listed by the Texas Comptroller as described in Section 2252.152, Texas Government Code.

Company Name
Authorized Signature
Print Name and Position with the Company
Date

Contractor's Pre-Bid Disclosure Statement

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

1. This Pre-Bid Disclosure Statement is submitted to the Brownsville Navigation District by:
 a Corporation, a Co-partnership, or an individual.

Contractor: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

2. Years in business under present business name: _____.
3. Years of experience in construction work of the type called for in this contract as:
 a General Contractor: _____ a Sub-Contractor: _____

4. What projects has your organization completed? List most recent **FIRST**.

Contract Amount	Type of Work	Date Completed	Owner's Name and Address
-----------------	--------------	----------------	--------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. What projects does your organization have under way as often as this date?

Contract Amount	Type of Work	Date Completed	Owner's Name and Address
-----------------	--------------	----------------	--------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. Have you ever failed to complete any work awarded to you? Yes No
If "Yes", state where and why.

7. Are you at present in any major litigation or lawsuits involving construction work of any type?
 Yes No. If "Yes", explain:

8. Explain in detail the manner in which you have inspected the work proposed in this Contract:

9. Explain in detail your plan or layout for performing the work proposed in this contract:

10. If this contract is awarded to you, your company's administrative manager for the work will be Mr./Ms. _____, and your resident construction superintendent will be Mr./Ms. _____.

11. What experience in this type of work is enjoyed by the individual designated as superintendent above?

12. What portions of the work do you intent to sublet? _____

13. What equipment do you own that is available for the proposed work?

Quantity	Description, Size, Capacity, etc.	Condition	Years in Service	Present Location
----------	-----------------------------------	-----------	------------------	------------------

14. Have you received firm offers for all major items of material and/or equipment within the prices used in preparing your proposal? Yes No

The signatory of this questionnaire guarantees the truth and accuracy of all statements herein made and all answers herein expressed.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Subscribed and sworn to me this _____ day of _____, 20____.

Notary Public

My commission expires: _____

Subcontractor's Pre-Bid Disclosure Statement

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

1. This Pre-Bid Disclosure Statement is submitted to the Brownsville Navigation District by:
 a Corporation, a Co-partnership, or an individual.

Subcontractor: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

2. Years in business under present business name: _____.
3. Years of experience in construction work of the type called for in this contract as:
 a General Contractor: _____ a Sub-Contractor: _____

4. What projects has your organization completed? List most recent **FIRST**.

Contract Amount	Type of Work	Date Completed	Owner's Name and Address
-----------------	--------------	----------------	--------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. What projects does your organization have under way as often as this date?

Contract Amount	Type of Work	Date Completed	Owner's Name and Address
-----------------	--------------	----------------	--------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. Have you ever failed to complete any work awarded to you? Yes No
If "Yes", state where and why.

7. Are you at present in any major litigation or lawsuits involving construction work of any type?
 Yes No. If "Yes", explain:

8. Explain in detail the manner in which you have inspected the work proposed in this Contract:

9. Explain in detail your plan or layout for performing the work proposed in this contract:

10. If this contract is awarded to you, your company's administrative manager for the work will be Mr./Ms. _____, and your resident construction superintendent will be Mr./Ms. _____.

11. What experience in this type of work is enjoyed by the individual designated as superintendent above?

12. What portions of the work do you intent to sublet? _____

13. What equipment do you own that is available for the proposed work?

Quantity	Description, Size, Capacity, etc.	Condition	Years in Service	Present Location
----------	-----------------------------------	-----------	------------------	------------------

14. Have you received firm offers for all major items of material and/or equipment within the prices used in preparing your proposal? Yes No

**HARBORMASTER'S OFFICE BUILDING
GENERATOR INSTALLATION**

SUBCONTRACTOR'S PRE-BID DISCLOSURE STATEMENT

The signatory of this questionnaire guarantees the truth and accuracy of all statements herein made and all answers herein expressed.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Subscribed and sworn to me this _____ day of _____, 20____.

Notary Public

My commission expires: _____

Agreement

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

THIS AGREEMENT is dated as of the _____ day of _____, 20____ by and Between the **BROWNSVILLE NAVIGATION DISTRICT**, Texas (hereinafter called OWNER), and _____ of _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the work described herein and complete all the work as specified or indicated in the Contract Documents. The work is generally described as:

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

at the Brownsville Navigation District, Texas.

(hereinafter referred to as "Work").

Article 2. ENGINEER.

The project has been designed by the Department of Engineering Services of the Brownsville Navigation District (hereinafter also called ENGINEER).

Article 3. CONTRACT TIME.

3.1 The Work shall be substantially completed within the number of calendar days specified in the Bid form from issuance of the Notice to Proceed and shall be fully completed within ninety (90) days after that date.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for the delay (but not as a penalty) CONTRACTOR shall pay OWNER five hundred (\$500.00) dollars for each calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete.

Article 4. CONTRACT PRICE.

4.1 CONTRACTOR shall perform the Work described in the Contract Documents for the amounts shown in the Bid Proposal, and OWNER shall pay CONTRACTOR in current funds based on the Bid Proposal.

Article 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the twentieth day after submittal of the Application for Payment each month as provided below. All progress payments shall be on the basis of the progress of the Work measured by the completed bid items as per paragraph 14.1 of the General Conditions.

5.1.1 Prior to Substantial Completion progress payments shall be in an amount equal to 90% of the amount requested in the Application for Payment, with 10% remaining as retainage for the project, to be released in accordance paragraph 5.2.

5.1.2 Upon substantial completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price, less such amounts OWNER shall determine in accordance with paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by OWNER as provided in said paragraph 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has made or caused to be made examinations and investigations of information as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations or similar data are or will be required by CONTRACTOR for such purposes.

6.3 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

6.4 CONTRACTOR is skilled and experienced in the type of work described in the Contract Documents.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

- 7.1 Advertisement for Bids.
- 7.2 Intent to bid Statement.
- 7.3 Instructions to Bidders (pages 1 to 9, inclusive).
- 7.4 Bid Form (pages 1 to 3, inclusive).
- 7.5 Bid Bond.
- 7.6 Statement of Non-collusion.
- 7.7 Disclosure of Interests (pages 1 to 2, inclusive).
- 7.8 Certificate and Definitions.
- 7.9 Certification Regarding Debarment, Suspension and other Responsibility Matters.
- 7.10 Respondent's Acknowledgement Form.
- 7.11 Vendor Registration Form.
- 7.12 Conflict of Interest Questionnaire (pages 1 to 2, inclusive).
- 7.13 Government Code Chapter 2270 and 2252 Disclosure Statement.
- 7.14 Contractor's Pre-Bid Disclosure Statement (pages 1 to 3, inclusive).
- 7.15 Subcontractor's Pre-Bid Disclosure Statement (pages 1 to 3, inclusive).
- 7.16 Agreement (pages 1 to 5, inclusive).
- 7.17 Performance Bond (pages 1 to 3, inclusive).
- 7.18 Payment Bond (pages 1 to 3, inclusive).
- 7.19 Certificates of Insurance.
- 7.20 General Conditions (pages 1 to 44, inclusive).
- 7.21 Supplemental General Conditions (pages 1 to 14, inclusive).
- 7.22 Construction Drawings – (Number [4] Sheets, inclusive).
- 7.23 Construction Specifications (Number [72] pages, inclusive).
- 7.24 Notice of Award & Acceptance of Notice.
- 7.25 Notice to Proceed & Acceptance of Notice.
- 7.26 Affidavit of all Bills Paid (pages 1 to 2, inclusive).

- 7.27 Any modifications, including Addenda issued prior to bidding and/or Change Orders duly delivered after execution of this Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 1 of the General Conditions).

Article 8. MISCELLANEOUS.

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 The invalidity or unenforceability of any provision of the Contract Documents shall not affect the validity or enforceability of any other provision of the Contract Documents.

8.5 This Agreement and the Contract Documents are subject to all applicable laws, statutes, codes, ordinances, rules and regulations.

8.6 In the event of default by CONTRACTOR under the Contract Documents, OWNER shall have all rights and remedies afforded to it at law or in equity to enforce the terms of the Contract Documents. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

8.7 If any action at law or in equity is necessary by OWNER to enforce or interpret the terms of the Contract Documents, OWNER shall be entitled to reasonable attorneys' fees and costs and any necessary disbursements in addition to any other relief to which the OWNER is entitled.

8.8 The Contract Documents constitute the entire agreement between the parties hereto and supersede all prior agreements and understandings between the parties. The Contract can be modified or amended by written agreement of the parties.

8.9 These Contract Documents are governed by the laws of the State of Texas and the parties agree that venue for all lawsuits arising from these Contract Documents shall lie in Cameron County, Texas.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR, or by ENGINEER on their behalf.

This Agreement will be effective on the _____ day of _____, 20 ____.

BROWNSVILLE NAVIGATION DISTRICT

By: _____
ESTEBAN GUERRA, Chairman

By: _____

Attest: _____
JOHN REED, Secretary

Attest: _____

Address for giving notices:
Attn: Mr. Ariel Chávez II, P.E./R.P.L.S.,
Director of Engineering Services
1000 Foust Road
Brownsville, TX 78521

Address for giving notices:
Attn:

The Brownsville Navigation District is a governmental entity as defined by Texas Tax Code Section 151.309. District takes the position that this contract is exempt from taxation under Section 151.311 of the Texas Tax Code. The District will provide Contractor with evidence of District's status as a governmental entity, so that Contractor may claim exemption from sales tax for all purchases of tangible personal property used in the performance of this contract. **The parties agree that for purposes of claiming the exemption Contractor is the agent of District within the meaning of 34 Texas Administrative Code Rule 3.322.** However, District and Contractor further agree that (1) to the extent this contract or purchases made to fulfill this contract are taxable, that this is a "separated contract", and that the following amount of money represents that part of the total contract price representative of the value of tangible personal property to be physically incorporated into the project realty: \$ _____, and (2) in no event shall District be liable to Contractor for an increase in the Contract Price because of sales taxes.

Performance Bond

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the BROWNSVILLE NAVIGATION DISTRICT, Texas, hereinafter called OWNER, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof, for the construction of the:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year post-construction guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

This bond is subject to and governed by Article 5160 of the Texas Revised Civil Statues and all amendments thereto.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each counterpart of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST: _____
(Principal)

(Principal) Secretary By: _____(s)
(Signature)

(SEAL)

(Witness as to Principal) _____
(Address) _____
(Address) _____

ATTEST: _____
(Surety)

(Surety) Secretary By: _____
(Attorney-in-Fact)

(SEAL)

(Witness as to Surety) _____
(Address) _____
(Address) _____

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

ATTACH
POWER OF ATTORNEY
TO BE FURNISHED BY CONTRACTOR

Payment Bond

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the BROWNSVILLE NAVIGATION DISTRICT, Texas, hereinafter called OWNER, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ___ day of _____, 20__, a copy of which is hereto attached and made a part hereof, for the construction of the _____.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose legally perfected claim may be unsatisfied.

This bond is subject to and governed by Article 5160 of the Texas Revised Civil Statutes and all amendments thereto.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each counterpart of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST: _____
(Principal)

(Principal) Secretary By: _____
(Signature)

(SEAL)

(Witness as to Principal) _____
(Address) _____

(Address) _____

ATTEST: _____
(Surety)

(Surety) Secretary By: _____
(Attorney-in-Fact)

(SEAL)

(Witness as to Surety) _____
(Address) _____

(Address) _____

NOTE: Date of BOND must not be prior to date of Contract. If Contractor Partnership, all partners should execute BOND.

ATTACH
POWER OF ATTORNEY
TO BE FURNISHED BY CONTRACTOR

Certificates of Insurance

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

ATTACH

CERTIFICATES OF INSURANCE

TO BE FURNISHED BY CONTRACTOR

General Conditions

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

Prepared by

Engineers' Joint Contract Documents Committee

and

Issued and Published Jointly By

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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATION INSTITUTE

The document has been approved and endorsed by:

The Associated General Contractors of America

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GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents. These Addenda shall become a part of the Contract Documents and modify the drawings, specifications or other bid documents as indicated. No verbal changes in the Work as shown or described shall become binding.

Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

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

Bonds - Bid, performance and payment bonds and other instruments of security.

Change Order - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time - The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR - The person, firm or corporation with whom OWNER has entered into

the Agreement.

Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof), has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by OWNER.

ENGINEER - The person, firm or corporation named as such in the Agreement.

Field Order - A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

General Requirements - Sections of Division 1 of the Specifications.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award - The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

OWNER - The public body or authority, corporation, association, firm or person with whom Contractor has entered into the Agreement and for whom the Work is to be provided.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are

specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplementary Conditions - The part of the Contract Documents which amends or supplements these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

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

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Work Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

Written Amendment - A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2. PRELIMINARY MATTERS

Delivery of Bonds:

2.1 When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2 OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

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

Starting the Project:

2.4 CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction:

2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby. CONTRACTOR shall be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, if CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1 an estimated progress schedule indicating the starting and

completion dates of the various stages of the Work;

2.6.2 a preliminary schedule of Shop Drawings submissions; and

2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

2.7 Before any Work at the site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3, 5.4, and Owner shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7.

Preconstruction Conference:

2.8 Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

Finalizing Schedules:

2.9 At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:

3.1 The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work,

materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3 If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER. However, CONTRACTOR shall be not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents if CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

Amending and Supplementing Contract Documents:

3.4 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 3.4.1 a Formal Written Amendment,
- 3.4.2 a Change Order (pursuant to paragraph 10.4), or
- 3.4.3 a Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

3.5 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- 3.5.1 a Field Order (pursuant to paragraph 9.5),
- 3.5.2 ENGINEER's approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3 ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.6 Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER. All drawings, specifications or other documents (or copies of any thereof) are upon completion of the project to become the property of OWNER. Further use thereof without written consent of OWNER is prohibited.

ARTICLE 4. AVAILABILITY OF LANDS: PHYSICAL CONDITIONS: REFERENCE POINTS

Availability of Lands:

4.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Condition:

4.2.1 Explorations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures: Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface or subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions: If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4 ENGINEER's Review: ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5 Possible Document Change: If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, may be allowable to the extent that they are attributable to any such inaccuracy or difference. If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

Physical Conditions - Underground Facilities:

4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

Reference Points:

4.4 OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5. BONDS AND INSURANCE

Performance and Other Bonds:

5.1 CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2 If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the

project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five days thereafter substitute another Bond or Surety, both of which must be acceptable to OWNER.

Contractor's Liability Insurance:

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

5.3.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.3.4 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

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

5.3.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

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

The insurance required by these paragraphs 5.3 and 5.6 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and

furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4 The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.30 and 6.31.

Owner's Liability Insurance:

5.5 Owner shall be responsible for purchasing and maintaining OWNER'S own liability insurance and, at OWNER's option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6 Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work, all of whom shall be listed as insureds or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

5.7 OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEERS and ENGINEER's consultants in the Work, all of whom shall be listed as insured or additional insured parties.

5.8 All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days prior written notice has been given to CONTRACTOR by certified mail and will contain waiver provisions in accordance with paragraph 5.11.2.

5.9 OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTORS, Subcontractors or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount will be borne by CONTRACTOR. Subcontractor, or others suffering any such loss and if any of them wishes property insurance coverage within the

limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.10 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.11.1 OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraph 5.6 and 5.7 and any other property insurance applicable to the Work, and also waives all such rights against the Subcontractors. ENGINEER, ENGINEER's consultants and all other parties named as insureds in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, ENGINEER, ENGINEER's consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy is issued.

5.11.2 OWNER and CONTRACTOR intend that any policies provided in response to paragraph 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER's consultant or any Subcontractor, CONTRACTOR will obtain the same, and if such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

Receipt and Application of Proceeds:

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreements is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13. OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of any insured loss, give bond for the proper performance of such duties.

Acceptance of Insurance:

5.14. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER, in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying CONTRACTOR shall notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance with paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

Partial Utilization - Property Insurance:

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10 provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent to such use or occupancy by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

ARTICLE 6. CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey

and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

Adjusting Progress Schedule:

6.6. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

Substitutes or "Or-Equal" Items:

6.7.1. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of

Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the General Requirements.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guaranty or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute. CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating each proposed substitute.

Concerning Subcontractors, Suppliers and Others:

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for

acceptance or objection in the bidding documents or the Contractor Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price may be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. All increases or decreases in the Contract Price shall be governed by all state and local statutes, codes, laws, ordinances, rules and regulations governing competitive bidding and Change Orders. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

6.9. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and/or omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and/or omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

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

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.11. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7.

Patent Fees and Royalties:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against claims, damages, losses and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

6.13. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

Laws and Regulations:

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations. CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Taxes:

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

Use of Premises:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or any of the land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or

equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. CONTRACTOR shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents, together with all approved samples and a counterpart of all approved Shop Drawings, will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

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

6.20.1. all employees on the Work and other persons and organizations who may be affected thereby;

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

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

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in

part, by OWNER and ENGINEER, and by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change order will be issued to document the consequences of the changes or variations.

Shop Drawings and Samples:

6.23. Not Used

6.24. Not Used

6.25. Not Used

6.26. ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incidents thereto. The review and approval of a separate item as such will not indicate approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27. ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawings or sample approval; nor will any approval by ENGINEER

relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER's review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

Indemnification:

6.30. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, or regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6.31. In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32. The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

ARTICLE 7 - OTHER WORK

Related Work at Site:

7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.2. CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that renders it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in the other work.

Coordination:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor ENGINEER shall not have any authority or responsibility in respect of such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under

the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. OWNER's responsibility in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.6.

8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 -ENGINEERS STATUS DURING CONSTRUCTION

Owner's Representative:

9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

Project Representation:

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project

Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

9.4. ENGINEER, after consultation with OWNER, will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

Rejecting Defective Work:

9.6. ENGINEER will have the authority to disapprove or reject Work which ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7. In connection with ENGINEER's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.28 inclusive.

9.8. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.9. In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14.

Determinations for Unit Prices:

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER's

preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decisions thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

Decisions on Disputes:

9.11. ENGINEER will be the interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

Limitations on ENGINEER's Responsibilities:

9.13. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, and Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs

incident thereto and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.16. ENGINEER will not be responsible for the acts and/or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. changes in the Work which are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties;

10.4.2. changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3. changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be

adjusted accordingly.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3. inclusive).

11.3.2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1).

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe

benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

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

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bid will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

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

11.4.5. Supplemental costs including the following:

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

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

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

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

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER in accordance with paragraph 5.9.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4--all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

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

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

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

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR's Fee:

11.6. The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon.

11.6.2. a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's Fee shall be fifteen percent;

11.6.2.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

11.6.2.3. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4. the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

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

Unit Price Work:

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

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

11.9.3. Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof. CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

ARTICLE 12 - CHANGE OF CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

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

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the

required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or if materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals other than those which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

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

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges or engineers, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, and if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been

eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

One Year Correction Period:

13.12. If within one year after the date of issue of the Certificate of Acceptance or such longer period of time as may be prescribed by Laws or Regulations, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instruction, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before acceptance of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment), prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such final payment, an appropriate amount as determined by OWNER will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days'

written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

14.2. At least twenty days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

CONTRACTOR's Warranty of Title:

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and

equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4. OWNER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to make payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based upon ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10 and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1. the Work is defective or completed Work has been damaged requiring correction or replacement.

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order.

14.7.3. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4. of ENGINEER's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment in whole or in part of the amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR written notice (with a copy to ENGINEER) stating the reasons for such action.

Substantial Completion:

14.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have ten days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within twenty days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said twenty days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10. Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Documents or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER without significant interference with CONTRACTOR's performance of the remainder of the Work,

may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written statement as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

Final Inspection:

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

Final Application for Payment:

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents--all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation--all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Contractor's Continuing Obligation:

14.15. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion or Acceptance, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16).

Waiver of Claims:

14.16. The making and acceptance of final payment will constitute:

14.16.1. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.16.2. a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both; directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2. if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3. if CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.2.5. if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 29. as revised from time to time);

15.2.7. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8. if CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be kept by OWNER. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall now be required to obtain the lowest price for the Work performed.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work

and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

15.5. If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR, may upon seven days written notice to OWNER and ENGINEER terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven day's written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 (Reserved)

ARTICLE 17 - MISCELLANEOUS

Giving Notice:

17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation in the case of the CONTRACTOR or the General Manager in the case of the OWNER for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

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

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

General:

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a

waiver of the provisions of any applicable statute of limitations or repose.

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the conditions, warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to OWNER and ENGINEER which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, conditions, warranties and guarantees made in the Contract Documents will survive the execution, final payment and termination or completion of the Agreement. All statements contained in any document required by OWNER, whether delivered at the time of the execution of the Contract Documents or at a later date, shall constitute representations, warranties and guarantees herein.

Supplementary General Conditions

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

1. GENERAL

The Standard General Conditions of the construction Contract prepared by the ENGINEER's Joint Contract documents Committee (No. 1910-8 1990 Edition) shall form a part of this contract, together with the following Supplementary General Conditions. A copy of the Standard General Conditions (No. 1910-8) is bound herewith.

The following supplements modify, change, delete, or add to the General Conditions, where any part of the General Conditions is modified or voided by these articles, the unaltered provisions of that part shall remain in effect.

2. DETAILED AMENDMENTS TO THE GENERAL CONDITIONS

The following Articles of the Standard General Conditions are hereby amended as follows:

ARTICLE 1: The definition for Contract Documents is hereby amended to insert the word "General and Supplementary General Conditions", after the word "Agreement"

ARTICLE 2: Add the following definitions:

- a. Standard abbreviations: Wherever reference is made to standard specifications, standard of quality or performance, as established by a recognized national authority, the reference may be by initials as generally recognized throughout the authority.
- b. Addenda: Supplements to, change in or corrections to the Drawings and/or Specifications issued in writing by the Engineer during the period of bidding. These addenda shall become a part of the contract and modify the Drawings and/or Specifications as indicated. No verbal changes in the work as shown or described shall becoming binding.
- c. Alternates: Additions, omissions from, or changes to requirements for the project, each of which shall be bid separately and shall be included in or omitted from the contract at the discretion of the owner.
- d. Furnish: To supply at the job site the material, equipment, etc., referred to. Installation is not required of the supplier by the Specifications, but shall be arranged for by the General CONTRACTOR.
- e. Provide: To furnish and install in the location shown or approved at the job site, the material, equipment, etc., referred to.

ARTICLE 5: BONDS AND INSURANCE

Delete the last sentence of Article 5.1 delaying with U.S. Treasury Department Listing and substitute the following:

All the surety companies providing bonds for this project must be registered with the Secretary of State of the State of Texas.

Add to Article 5.3 the following subparagraphs:

5.3.1. **COMPENSATION INSURANCE.** The Contractor shall procure and shall maintain during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work on this project under this Contract, and in case of any such work sublet, the CONTRACTOR shall require the subcontractor similarly to provide Workmen' Compensation Insurance for all the latter's employees to be engaged in such work unless employees are covered by the protection afforded by the CONTRACTOR's Compensation Insurance. In case of any class of employees engaged in hazardous work on the project, under this Contract and is not protected under the Workmen's Compensation Statute, the CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for employees not otherwise protected.

Worker's Compensation

Which Complies with the Texas Workers Compensation Act as well as all Federal acts applicable to the Contractor's operation at the site.

Employer's Liability

\$1,000,000.00 for each occurrence.

5.3.2. **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** The Contractor shall procure and shall maintain during the life of this contract CONTRACTOR's Public Liability Insurance for injuries, including accidental death, to any one person, and subject to the same limit for each person, on account of one accident, and CONTRACTOR's Property Damage Insurance in amount as follows:

Comprehensive General Liability

\$1,000,000.00 Combined Single Limit
(\$ 4,000,000.00 if explosives are involved in the performance of the contract)

Including: Bodily Injury Liability, Personal Injury Liability, Property Damage Liability, Broad Form Property Damage Liability, Contractual Liability, Products/Completed Operations Liability, Liability for Property of Others in the Care, Custody and Control of the Contractor.

Comprehensive Automobile Liability

\$1,000,000.00 Combined Single Limit

5.3.3. **SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** The CONTRACTOR shall require each of his subcontractors to procure and to maintain, during the life of this subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type in subparagraph.

5.3.4. Hereof, in amounts approved by the OWNER.

5.3.5. **SCOPE OF INSURANCE AND SPECIAL HAZARDS.** The insurance required under subparagraph 5.3.2. and 5.3.3. hereof shall provide adequate protection for the Contractor

and his subcontractors respectively against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone against any special hazards which may be encountered in the performance of this contract.

ARTICLE 6. CONTRACTOR'S RESPONSIBILITIES

Add to subparagraph 6.5:

The CONTRACTOR shall notify the OWNER in writing of any conflict between the Manufacturer's directors and the Contract Documents and shall not perform any work on any item until such conflict has been resolved.

Upon reward of the Contract, the OWNER will, on written request of the CONTRACTOR, furnish the CONTRACTOR with a certificate of exemption from the Limited Sales, Excise and Use Tax in an amount not exceeding the above mentioned bid price for materials or property have been or will be utilized in the performance of the Contract to the full extent of the amount for which a certificate of exemption is requested.

Add the following Subparagraph:

- 6.3.3. The CONTRACTOR shall acquaint himself with all matters and conditions concerning site and existing construction. Any practical criticism or exception regarding feature of the work presented in writing with the Proposal will be considered at that time. If no criticism or exception is given with the Proposal, it shall be assumed that the Contractor agrees that the project, as outlined in the Drawings and Specifications, can be completed satisfactorily. After a Contract Agreement to perform the work has been signed by the CONTRACTOR, it shall then be his responsibility to provide satisfactory work that will meet the full intent of the Contract Documents. The CONTRACTOR shall then pursue this work with the other trades so that all phases of the work may be properly coordinated without delays or damage to any parts of the work.

**ARTICLE 13. WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS: CORRECTIONS,
REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.**

Add the following Subparagraph:

- 13.1 Disputes over Improper Functioning. In case of dispute as to the cause of improper functioning of all or any part of the work, the burden of proof that he has complied with the Contract Documents rests with the CONTRACTOR for this work. He shall submit in writing his opinion of the cause of his recommendation for proving the adequacy of his work. The OWNER shall have those tests made, which he deems advisable, by an independent testing laboratory of this choice. If any tests so made indicate a defect in material or workmanship, or that one or more manufactured components of the work are performing below the standard set by the manufacturer's published data and specifications, the entire cost of all such tests shall be paid for the by the CONTRACTOR, and he shall also pay for retesting of the corrected work until it functions satisfactorily.

ARTICLE 14. PAYMENTS AND COMPLETION.

Add the following to Paragraph 14.1 1:

A qualified person representing the CONTRACTOR shall be present at this final inspection to demonstrate the systems and prove the performance of the equipment. Prior to this inspection, all work shall have been completed, tested, balanced and adjusted and in final operating condition.

Make the following change to Paragraph 14.4 "Approval of Payments"

OWNER shall, within twenty (20) days of presentation to him of an approved application for Payment, pay Contractor the amount approved by Engineer.

ARTICLE 16. ARBITRATION. Delete this entire Article.

Add the following Article.

ARTICLE 18. THE CONTRACTOR SHALL COMPLY WITH THE COMPELAND ACT 48,
STATUTE 948 AND ALL AMENDMENTS OR MODIFICATIONS OF THE
ORIGINAL ACT OF JUNE 13,1934.

3. TEMPORARY FACILITIES

(a) Sanitary Facilities for Workmen

(1) CONTRACTOR, shall provide and maintain suitable weathertight, painted sanitary toilet facilities for all workmen for the entire construction period. Comply with all requirements of applicable health authorities. When toilet facilities are no longer required, promptly remove from the site, disinfect and clean the area as required.

(2) CONTRACTOR shall keep toilet facility swept and supplied with toilet tissue at all times.

(b) Weather Protection

(1) Except where otherwise, specified, CONTRACTOR shall, at all times, provide protection against weather, so as to maintain all work, materials, and fixtures free from injury or damages. All new work likely to be damaged shall be covered or otherwise protected as required.

(c) Work Areas

(1) The CONTRACTOR shall be confined to all working easements provided.

Storage of excavation material and all contractor equipment and material shall remain within the limits of working easements.

4. TEMPORARY UTILITIES

The CONTRACTOR shall furnish all temporary utilities as required, for the completion of the work.

5. CONSTRUCTION SEQUENCE

- (1) That the following sequence of work be used as a basis for preparation to the Construction Schedule.
- (2) To cooperate with and facilitate the Contractor in the whole of the work to be carried out subject to the following being observed:
 - (a) The CONTRACTOR shall, within five (5) calendar days after the date of the Award of Contract, submit a Construction Schedule for the approval of the Owner and Engineer. This Schedule shall outline an orderly sequence of construction as required to meet the completion time stipulated in the contract.
 - (b) The CONTRACTOR shall coordinate his work with that of other contractors whose work may occur at a conflicting time and location. The coordination shall be such that work will be maintained at a normal rate.
 - (c) Satisfactory access or detour roads shall be provided where necessary due to construction.

6. MEASUREMENT

Before ordering any material or doing any work, the CONTRACTOR will verify all measurements of any existing and new work and shall be responsible for their correctness. Any differences which may be found shall be submitted to the Engineer for consideration before proceeding with the work. No extra compensation will be allowed because of differences between actual dimensions and measurements indicated on the working drawings.

7. PROTECTION

- a. The CONTRACTOR shall send proper notices, make all necessary arrangements and perform all other services required for the care, protection and maintenance of all public utilities, including fire plugs, telephone and telegraph poles and wires, and all other items of this character on or about the site, assuming all responsibility and paying all costs for which the OWNER may be liable.
- b. Temporary Drainage. The CONTRACTOR shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep the excavation free of water.
- c. Bracing, Shoring and Sheeting. The CONTRACTOR shall provide all shoring,

bracing. and sheeting as required for safety and for the proper execution of the work; and have same removed when the work is completed.

- d. Fires shall not be built on the premises except by the express consent of the OWNER and City Fire Marshall.

8. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

- a. The CONTRACTOR shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the OWNER, nor shall the CONTRACTOR allow any subcontractor to commence work on this Contract until the insurance required of the subcontractor has been so obtained and approved.

- b. Compensation Insurance. The CONTRACTOR shall procure and shall maintain, during the life of his Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work on this project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees to be engaged in such work unless employees are covered by the protection afforded by the CONTRACTOR's Compensation.

Insurance. In case of any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for employees not otherwise protected.

- c. CONTRACTOR's Public Liability and Property Damage Insurance. The CONTRACTOR shall procure and shall maintain during the life of this contract, Contractor's Public Liability Insurance for injuries, including accidental death, to any one person, and subject to the same limit for each person, on account of one accident, and CONTRACTOR's Property Damage Insurance in amounts as follows:

Comprehensive General Liability	\$1,000,000.00 Combined Single Limit (\$ 4,000,000.00 if explosives are involved in the performance of the contract)
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Including: Bodily Injury Liability, Personal Injury Liability, Property Damage Liability, Broad Form Property Damage Liability, Contractual Liability, Products/Completed Operations Liability, Liability for Property of Others in the Care, Custody and Control of the Contractor.

Comprehensive Automobile Liability \$1,000,000.00 Combined Single Limit

NOTE: Automobile insurance shall cover all automobiles and trucks owned by the CONTRACTOR.

- d. Subcontractor's Public Liability and Property Damage Insurance. The

CONTRACTOR shall require each of his subcontractors to procure and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in subparagraph C hereof, in amounts approved by the OWNER.

- e. Proof of Carriage of Insurance. The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statements. "The insurance covered by this certificate will not be concealed or materially altered except after ten days written notice has been received by the OWNER.

9. ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated.

10. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. It is hereby understood and mutually agreed, by and between the parties hereto, that the date of beginning, rate of progress and the time for completion of the work to be done thereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed, by and between the parties hereto, that the work embraced in this Contract shall be commenced on a date to be specified in the work order.
- b. The CONTRACTOR agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the parties hereto, that the time for the completion of the work described herein is a reasonable time for completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in the locality.
- c. If the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, then the said Contractor does hereby agree, as a part consideration for awarding of this Contract, not as a penalty but as liquidated damages for such breach of calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the work.
- d. The Damage to OWNER by reason of this contract not being completed as of that date are parties hereto have therefore fixed and limited such damages to the amount stated in the agreement per day for each day the job runs beyond such date and the fixing of such damages constitutes a part of the consideration for the Contract.
- e. 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,

additional time is allowed for the completion of any work, the new time fixed by such extension shall not be charged with liquidated damages or any excess cost when the delay in the completion of work is due:

- (1) To any preference, priority or allocation order duly issued by the Government.
- (2) To enforceable cause, beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, or the public enemy, acts of the OWNER, acts of another Contractor in the performance of the Contract with OWNER, fires, floods, epidemics, Quarantine restriction, strikes, freights embargoes, and unusually severe weather.
- (3) To any delays of subcontractors and/or material suppliers occasioned by any of the causes specified in (1) and (2).
- (4) Provided, further, that the Contractor shall, within seven (7) days from the beginning of such delay, notify the OWNER, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.

11. INSPECTION AND TESTING OF MATERIALS

- a. All materials and equipment/furnished by manufacturers shall be tested, inspected, and certified in accordance with the Contract Documents, laws, ordinances, or any public authority requiring any work to be specifically tested. The cost of such tests, inspections and certifications shall be borne by the CONTRACTOR.
- b. The CONTRACTOR shall cooperate with the testing laboratory to the end that the function and services of the laboratory may be properly performed. The Contractor shall give the OWNER's representative and testing laboratory a minimum of twenty-four (24) hour notice of readiness for all testing as required. Costs of all field tests by such a laboratory shall be borne by the OWNER, unless otherwise stipulated in the Supplementary General Conditions, Article 13.

12. REFERENCE POINTS

The ENGINEER will establish horizontal and vertical controls only (reference points and benchmarks) as shown on the construction plans.

The CONTRACTOR must notify the ENGINEER at least 48 hours prior to starting work on any section or part of the work where controls have not been established or are not identifiable or visible to the CONTRACTOR.

The ENGINEER will upon such advance notice assist the CONTRACTOR in locating and identifying the various CONTRACTOR in location and identifying the various control points and will replace any control points that have been destroyed by others prior to beginning of CONTRACTOR's operations.

After the control points are established and/or identified as outlined above, maintenance

of such control points will be the responsibility of the CONTRACTOR. Any re-staking required for any reason thereafter shall be the final responsibility of the CONTRACTOR.

The CONTRACTOR will provide all other construction staking (cut stakes, blue topping, intermediate string line control, etc.) required to verify grades, depths, thickness and alignment of the various items of construction.

13. SERVICES AT START UP

The CONTRACTOR shall provide the services of technical representative, for the CONTRACTOR furnished equipment, for a sufficient period to assist in start up and initial adjustment of all equipment and to train, advice and consult with the OWNER's operating personnel.

14. PERMITS

Permits, fees and licenses necessary for the pursuit of the work shall be obtained and paid for by the CONTRACTOR.

15. MAINTENANCE OF SITE AND CLEANUP

The work site shall be kept reasonably clean at all times. Surplus materials shall be disposed of by the CONTRACTOR except for the designated to be salvaged. In final cleanup operations, all equipment, scrap materials and temporary structures shall be removed and the site left clean.

16. PROTECTION AND REPLACEMENT OF PROPERTY

Driveways, culverts, storm sewer inlets and laterals, and other public or private property that is destroyed or removed during the construction shall be replaced to its original condition by the CONTRACTOR. Temporary drainage is to be provided as necessary.

17. CONSTRUCTION AREA

CONTRACTOR shall be responsible to maintain and protect in good condition while under construction and exposed areas that become damage shall be CONTRACTOR's responsibility to repair at no cost to owner. This includes construction area being exposed to rainfall, vehicular traffic, etc.

CONTRACTOR shall be responsible for providing temporary access in a safe and approved manner at all times to private properties being affected by this work. After work is complete, any damages, alterations or modifications to existing structures as part of the temporary access construction activities shall be restored to original conditions or repaired as necessary at the sole expense of the CONTRACTOR.

18. PROTECTION OF TREES, AND SHRUBS

Care shall be exercised to prevent damage to trees, plants and shrubs along the work site. No tree, plant or shrub shall be removed unless it interferes unduly with the

construction work. Permission for such removal must first be obtained from the ENGINEER. Provisions of the Technical Specifications shall govern in matters of this nature.

19. BARRICADES AND WARNINGS

Adequate barricades and warning devices shall be provided at the work site. Lights shall be provided between sunset and sunrise when necessary in the opinion of the ENGINEER in accordance with the Traffic Controllers Manual.

20. LOCATION OF & DAMAGE TO EXISTING UTILITIES AND STRUCTURES

The CONTRACTOR is Responsible for locating underground obstacles. It is not represented that the Plans show all sewers, water lines, gas lines, telephone lines, and other underground obstacles. The CONTRACTOR shall exercise caution to prevent damage to existing facilities during the progress of the construction work, taking care to locate same, where possible, in advance of the actual work. The ENGINEER will render all assistance possible to the CONTRACTOR in the matter of determining the location of existing utilities by making available such maps, records and other information as may be accessible to him, when requested to do so, but the accuracy of such information will not be guaranteed. The CONTRACTOR shall make good on all damage to existing utilities resulting from his operations. Where a pipe, duct or other structure of a utility is exposed, which, in the opinion of the ENGINEER requires strengthening, altering or moving, the CONTRACTOR shall perform such work on same, as the ENGINEER may order, which work will be paid for as extra work in accordance with the terms of the Contract relating to extra work. Should the CONTRACTOR, in the layout of his work, encounter any pipe, underground utility, or structure, the location of which has not been furnished to him by the ENGINEER, he shall bring such conditions to the attention of the ENGINEER for his determination of the method to be used to remove or bypass such obstructions.

It is essential that in the event of any damage being caused to existing units then immediate attention be given to their repair, if necessary at the expense of labor and material scheduled to be employed at the new work. Any repair work carried out shall be at the cost of the CONTRACTOR and shall be to the complete satisfaction of the OWNER, who will acknowledge the same in writing.

It is therefore the duty of the CONTRACTOR prior to the commencement of construction to inspect and accurately record in writing to the OWNER and ENGINEER, the conditions of any unit which he reasonably suspect or knows to be damaged, faulty, or defective.

In addition, any such unit(s) so recorded, which in the opinion of the Contractor may deteriorate further as a result of the proposed mode of operations should be protected and/or remedial measures employed as agreed to, and at the cost of the Owner.

21. MATERIALS AND WORKMANSHIP

No material which has been used by the CONTRACTOR for any temporary purpose whatsoever is to be incorporated in the permanent structure without written consent of the ENGINEER. Where materials or equipment are specified by a trade for brand name, it is

not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper" or "equal to" are used, they shall be understood to mean that the thing referred to shall be properly the equivalent of or equal to some other thing, in the opinion of judgment of the ENGINEER. Unless otherwise specified, all materials shall be of the best of their respective kinds and shall be in all cases fully equal to the approved samples.

Notwithstanding that the words "or equal to" or other such expressions may be used in the Specifications in connection with a material, manufactured article or process, the material, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the ENGINEER, and the ENGINEER shall have the right to require the use of such specifically designated material, article or process.

22. CUTTING, PATCHING AND FITTING

The CONTRACTOR shall perform all cutting, patching, or fitting of this work that met be required to make its several parts come together properly and fit it to receive or be received by work or others shown on, or reasonably implied to the drawings and Specifications for the completed structure or facility. The CONTRACTOR shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of others unless specifically noted on the drawings and specifications or authorized in writing by the ENGINEER and the OWNERS of such other work.

23. RIGHT OF ENTRY

The OWNER reserves the right to enter the property or location on which the work herein contracted for is to be constructed or installed, by such agents as it may elect, for the purpose of supervising and inspecting the work, or for the purpose of constructing or installing collateral work as said OWNER may desire.

24. SUPERINTENDENT AND INSPECTION BY OWNER

It is agreed by the CONTRACTOR that the OWNER shall be and is hereby authorized to appoint from time to time subordinate engineers, supervisors, or inspectors, as the said OWNER may deem proper, to inspect the material furnished and work done under this agreement, and to see that the said material is furnished and said work is done in accordance with the Specifications. The CONTRACTOR shall regard and obey the directions and instructions of any sub-coordinate engineers, supervisors, or inspectors as appointed, when such directions are consistent with the obligations of this agreement and these accompanying Specifications, provided, however, that should the CONTRACTOR object to any order by any subordinate engineer, supervisor, or inspector, the CONTRACTOR may, within six (6) days, make written notice to the ENGINEER for his decision. Except, as herein before provided, the authority of subordinate engineers, supervisors, or inspectors shall be limited to the rejection of unsatisfactory work and materials and to the suspension of the work, until the question of acceptability can be referred to the ENGINEER.

25. SUPERINTEDENT BY CONTRACTOR

Except where the CONTRACTOR is an individual and gives his personal superintendent to the work, the CONTRACTOR shall provide a competent superintendent, satisfactory to the OWNER and the ENGINEER, on the work at all times during working hours with full authority to act from him. The CONTRACTOR shall provide an adequate staff for the proper coordination and expediting of his work.

The CONTRACTOR shall provide an on-site representative, satisfactory to the OWNER and the ENGINEER, available at all times (i.e., twenty-four (24) hours per day, seven (7) days per week). The on-site representative shall be stationed close enough to be on the site within 30 minutes of notification. The on-site representative shall have full access to all equipment and material and have full authority necessary to correct any problems, deficiencies, or emergencies which may arise during non-working hours and during the absence of the superintendent.

The name, address, and phone number of both the superintendent and the on-site representative shall be given in writing to the ENGINEER and the Local Public Agency prior to the beginning of construction.

Additional provisions concerning superintendent by the CONTRACTOR are given in General Condition 102 of these Contract Documents.

26. "AS BUILT" DRAWINGS – Not Required

A complete set of contract drawings shall be stapled together and the official "As Built" set on which the CONTRACTOR shall record currently the work carried out through all phases of construction.

The set shall be kept in the office in a neat and clean condition and be available for inspection by the OWNER or ENGINEER at any time during the Contract period. At the completion of the Contract it shall be handed to the ENGINEER accompanied by a letter stating that each drawing has been signed by the CONTRACTOR to the effect that the drawings are a true and accurate record of the work carried out.

27. ACCEPTANCE AND FINAL PAYMENT

Upon written notice that the work is ready for inspections and acceptance, the OWNER shall promptly make such inspection, and when he finds the work acceptable under the Contract fully performed, he shall promptly issue a final certificate over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the CONTRACTOR, including the retained percentages, shall be paid to the CONTRACTOR at the office of the OWNER within fifteen (15) days after the date of said final certificate. The CONTRACTOR shall submit satisfactory evidence to the OWNER that all payrolls, material bills, and other indebtedness connected with the work have been paid before the final certificate is issued.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work appearing

after final payment or from requirements of the Specifications, and of all claims by the CONTRACTOR, except those previously made and still unsettled.

28. GUARANTEE

The work shall be guaranteed to be free from defects due to faulty workmanship or materials for a period of one year from the date of issue of the Certificate of Acceptance. Work found to be improper or imperfect shall be replaced or done without cost to the OWNER within the year guarantee period. Neither the Certificate nor Acceptance, final payment, or any provision of the Contract Documents shall free the CONTRACTOR from his guarantee. Failure to repair or replace faulty work entitles the OWNER to repair or replace the same and recover the costs from the CONTRACTOR and/or his Surety. The CONTRACTOR shall be the sole guarantor of the work installed under this contract and no third party guarantees by subcontractors or suppliers of various components or materials will be acceptable, nor shall agreements with subcontractors or material or component suppliers by the CONTRACTOR reduce the CONTRACTOR's responsibility under this agreement. The Performance Bond shall remain in full force and effect through the guarantee period.

29. PREFERENCE IN EMPLOYMENT

Preference employment shall be given to resident citizens of the area where such persons are available and fully qualified to perform the work to which the employment relates.

30. ANTI-KICKBACK REGULATIONS

The CONTRACTOR shall comply with the Copeland Act 48, Statute 948 and all amendments or modifications of the original act of June 13, 1934.

31. CONTRACTOR'S RESPONSIBILITY

Nothing in these documents shall be constructed as relieving the CONTRACTOR of sole responsibility for coordinating all work, work schedules, and securing proper interface between the various trades, and Subcontractors.

32. BRAND NAMES

The items listed by brand name are to indicate level of quality only and are not a propriety name. They should have added to the listing of a brand name the phrase- "Or Equal".

33. OPERATIONS & MAINTENANCE LITERATURE

All items of equipment required for this contract shall be bid to provide and include as part of the price, literature explaining "Operation & Maintenance" of that item of equipment. If a manufacturer does not print such a standard O & M Manual approved, in writing, by the Manufacturer.

34. MODIFICATIONS OR BID OR WITHDRAWAL PRIOR TO OPENING

At any time prior to bid opening, the CONTRACTOR may, after handing in or submitting his bid, obtain his bid for purposes of modification or withdrawal. Bid opening is defined at the time and date at which bids are received and publicly opened. No bid will be received after that time and date.

35. RETAINAGE AND PROGRESS PAYMENTS

OWNER will make monthly progress payments to CONTRACTOR in response to properly submitted and approved pay requests utilizing the format included in this project manual. Amount due each pay request shall be equal to the Gross amount of work completed to date, less ten percent (10%) retainage, less previous payments made on the project.

4/16/2024



DIVISION 26 – ELECTRICAL

- 26 00 01 ELECTRICAL GENERAL REQUIREMENTS
- 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL
- 26 05 19 LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
- 26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
- 26 05 29 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
- 26 05 33 RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
- 26 05 43 UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS
- 26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS
- 26 05 73.13 SHORT CIRCUIT STUDIES
- 26 05 73.19 ARC-FLASH HAZARD ANALYSIS
- 26 24 16 PANELBOARDS
- 26 28 13 FUSES
- 26 28 16.16 ENCLOSED SWITCHES
- 26 43 13 SURGE PROTECTIVE DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

SECTION 26 00 01

ELECTRICAL GENERAL REQUIREMENTS

PART1- GENERAL

1.1 RELATED REQUIREMENTS

- A. The General Provisions, Supplemental General Provisions, Special Provisions, Specification Sections and all relevant documents shall form a part of this Section of the Specifications, and shall be incorporated in this Section and each Section 260000 hereinafter as if repeated verbatim herein. All conditions imposed by these documents shall be applicable to all portions of the work under this Section. Certain specific paragraphs of said references may be referred to hereinafter in this Section. These references are intended to point out specific items to the Contractor, but in no way relieve him of the responsibility of reading and complying with all relevant parts of the entire Specification.
- B. The Contractor shall examine and coordinate with all Contract Drawings and Specifications, and all Addenda issued. Failure to comply shall not relieve him of responsibility. The omission of details of other portions of the work from this Section shall not be used as a basis for a request for additional compensation.
- C. The specific features and details for other portions of the work related to the construction in progress or to the adjacent building shall be determined by examination at the site.

1.2 SCOPE OF WORK

- A. The requirements contained in this Section apply to all work performed under these Specifications.
- B. The work covered by this Section of the Specifications comprises the furnishing of labor, material, equipment, transportation, tools and services, and performing operations required for, and reasonably incidental to, the installation of the work in accordance with the applicable Contract Documents, and subject to the terms and conditions of the Contract.
- C. Refer to other Sections of the Specifications for related work.

1.3 DEFINITION OF "CONTRACTOR"

- A. Where the word "Contractor" is used under any Section of this Section of the Specifications, it shall mean the Contractor engaged to execute the work included under that Section, even though this Contractor may be technically described as a Subcontractor, or an authorized representative.
- B. If the Contractor, engaged to execute a portion of the work, employs a Subcontractor to perform some of that work, he shall be completely responsible for the proper execution of this Subcontractor's work, in full conformity with the Contract Documents.

1.4 RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall be responsible for all work of every description in connection with this Section of the Specifications. The Contractor shall specifically and distinctly assume, and does zeso assume, all risk for damage or injury from whatever cause to property or person used or

employed on or in connection with this work and of all damages or injury to any person or property wherever located, resulting from an action or operation under the Contract in connection with the work, and undertake the responsibility to defend the Owner against all claims on account of any such damage or injury.

- B. The Contractor will be held responsible for the satisfactory execution and completion of the work in accordance with the true intent of the Contract Documents. The Contractor shall provide without extra charge all incidental items required as part of the work, even though it may not be specifically indicated. If the Contractor has reason for objecting to the use of any material, equipment, device or method of construction as indicated, the Contractor shall make report of such objections to the Owner's Representative, obtain proper approval and adjustment to the Contract, and shall proceed with the work.

1.5 TERMINOLOGY

- A. Whenever the words "furnish", "provide", "furnish and install", "provide and install", and similar phrases occur, it is the intent that the materials, equipment and devices described be furnished, installed and connected under this Section, complete for operation, unless specifically noted to the contrary.
- B. It is also the intent, unless specifically noted to the contrary, that all materials, equipment and devices described and specified under this Section of the Specifications be similarly furnished, installed and connected under this Section, whether or not a phrase as described in the preceding paragraph has been actually included.
- C. Whenever the words "Owner's Representative" occurs, it is intended to refer to the Architect, Engineer and/or specific Owner's Representative responsible for or capable of providing the necessary direction pertaining to the referenced issue.

1.6 ORDINANCES, PERMITS AND CODES

- A. It shall be the Contractor's duty to perform the work and provide the materials covered by these specifications in conformance with all ordinances and regulations of all authorities having jurisdiction.
- B. All work herein shall conform to all applicable laws, ordinances and regulations of the local utility companies.
- C. The Contractor shall obtain and pay for all permit and connection fees as required for the complete installation of the specified systems, equipment, devices and materials.
- D. The Contractor shall obtain permits, plan checks, inspections and approvals applicable to the work as required by the regulatory authorities. Fees and costs of any nature whatsoever incidental to these permits, inspections and approvals shall be assumed and paid by the Contractor. The pro-rata costs, if any, for utilities serving this property will be paid for by the Owner and shall not be included as part of this Contract.
- E. The work shall be in accordance with, but shall not be limited to, the requirements of:
 - 1 National Fire Protection Association
 - 2 National Electrical Code
 - 3 National Safety Code
 - 4 State of Texas Safety Code

5 Local City Building Codes

6 State of Texas Building Codes

- F. Codes and standards referred to are minimum standards. Where the requirements of the Drawings or Specifications exceed those of the codes and regulations, the Drawings and Specifications govern.

1.7 MATERIALS, EQUIPMENT AND DEVICE DESCRIPTION

- A. Materials, equipment and devices shall be of the best quality customarily applied in quality commercial practice, and shall be the products of reputable manufacturers. Each major component shall bear a nameplate giving the name and address of the manufacturer, and the catalog number or designation of the component.
- B. Materials, equipment and devices furnished under this Section of the Specifications shall be essentially the standard product of the specified manufacturer, or where allowed, an alternate manufacturer. Where two or more units of the same kind or class of a specific item are required, these shall be the products of a single manufacturer; however, the component parts of the item need not be the products of one manufacturer.
- C. In describing the various materials, equipment and devices, in general each item will be described singularly, even though there may be a multiplicity of identical items. Also, where the description is only general in nature, exact sizes, duties, space arrangements, horsepower requirements and other data shall be determined by reference to the Contract Documents.
- D. Space allocations for materials, equipment and devices have been made on the basis of present and known future requirements and the dimensions of items of equipment or devices of a particular manufacturer whether indicated or not. The Contractor shall verify that all materials, equipment and devices proposed for use on this project are within the constraints of the allocated space.

1.8 QUALITY ASSURANCE

- A. Materials, equipment and devices shall be new and of the quality specified, and shall be free from defects at the time of installation. Materials, equipment and devices damaged in shipment or otherwise damaged or found defective prior to acceptance by the Owner shall not be repaired at the job site, but shall be replaced with new materials, equipment or devices identical with those damaged, unless specifically approved otherwise by the Owner's Representative.
- B. Wherever a UL standard has been established for a particular type of material, equipment or device, each item of such material, equipment or device provided on this project shall meet the requirements of the UL standard in every way, and shall be UL listed and labeled.

1.9 REFERENCE STANDARDS

- A. Materials, equipment, devices and workmanship shall comply with applicable local, county, state and national codes, laws and ordinances, utility company regulations and industry standards.
- B. In case of differences between building codes, state laws, local ordinances, industry standards, utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Owner's Representative in writing of any such difference.

Should the Contractor perform any work that does not comply with local codes, laws and ordinances, industry standards or other governing regulations, the work shall be corrected of noncompliance deficiencies with the Contractor bearing all costs.

- C. In addition to the aforementioned ordinances, industry standards published by the following organizations shall apply:

AABM	-	American Association of Battery Manufacturers
ADA	-	American's with Disabilities Act
AIA	-	American Institute of Architects
ANSI	-	American National Standards Institute
ASTM	-	American Society for Testing and Materials
CBM	-	Certified Ballast Manufacturers Association
ETL	-	Electrical Testing Laboratories
FM	-	Factory Mutual
ICEA	-	Insulated Cable Engineers Associated
IEEE	-	Institute of Electrical and Electronic Engineers
IES	-	Illuminating Engineering Society
IRI	-	Industrial Risk Insurance
NBS	-	National Bureau of Standards
NEC	-	National Electrical Code
NECA	-	National Electrical Contractors Association
NEMA	-	National Electrical Manufacturers Association
NESC	-	National Electrical Safety Code
NETA	-	National Electrical Testing Association
NFPA	-	National Fire Protection Association
UL	-	Underwriters Laboratories

1.10 DRAWINGS AND SPECIFICATIONS

- A. The interrelation of the Drawings (including the schedules) and the Specifications are as follows:
- 1 The Drawings establish quantities, locations, dimensions and details of materials, equipment and devices. The schedules on the Drawings indicate the capacities, characteristics and components.
 - 2 The Specifications provide written requirements for the quality, standard and nature of the materials, equipment, devices and construction systems.
- B. The Drawings and Specifications shall be considered as being compatible; therefore, the work called for by one and not by the other shall be furnished and installed as though called for by both. Resolution of conflicts between Drawings and Specifications shall be as follows:

- 1 If the Drawings and Specifications disagree in themselves, or with each other, the Contractor's pricing shall be based on furnishing and installing the most expensive combination of quality and quantity of work indicated for a complete operable system. Contractor is responsible to notifying the Architect and Engineer. In the event of this type of disagreement, the resolution shall be determined by the Owner's Representative. The contractor shall assume for an operable system at the most expensive combination as per the latest National Electrical Code. The contractor shall review all drawings and specifications prior to bid date.
 - 2 The Contractor shall be responsible for bringing any conflicts in the Drawings and the Specifications to the attention of the Owner's Representative immediately, prior to bid date.
 - 3 In general, if there is conflict between the Drawings and Specifications, the Drawings shall govern the Specifications.
 - 4 Where the Specifications do not fully agree with schedules on the Drawings, the schedules shall govern. Actual numerical dimensions indicated on the Drawings govern scale measurements and large scale details govern small scale drawings.
 - 5 Materials, equipment and devices called for on the Drawings and not indicated herein, shall be completely provided and installed as though it were fully described herein.
 - 6 Materials, equipment and devices called for herein shall be completely provided and installed, whether or not it is fully detailed, scheduled or indicated on the Drawings.
- C. The Contractor shall examine the Drawings and Specifications of the other portions of the work for fixtures and finishes in connection with this work. The Contractor shall carefully examine the Drawings to determine the general construction conditions, and shall familiarize himself with all limitations caused by such conditions.
- D. When discrepancies exist between scale and dimension, or between the Drawings of the various portions of the work, they shall be called to the attention of the Owner's Representative for further instruction, whose instructions shall be final and binding and work promptly resumed without any additional cost to the Owner.
- E. Review the construction details of the building(s) as illustrated on the Drawings of the other portions of the work, i.e., architectural, structural, civil, landscape, etc., and be guided thereby. Route conduits and set all boxes as required by the pace of the general construction.
- F. The Drawings diagrammatically show the sizes and locations of the various equipment and devices, and the sizes of the major interconnecting wires, without showing exact details as to elevations, offsets, control wiring and other installation requirements. Carefully layout the work at the site to conform to the architectural and structural conditions, to avoid obstructions and to permit proper grading of pipe associated with other portions of the work. In cooperation with other Contractors, determine the exact location of equipment and devices and connections thereto by reference to the submittals and rough-in drawings, and by measurements at the site. Make minor relocations necessitated by the conditions at the site, or directed by the Owner's Representative, without additional cost to the Owner.
- G. The Drawings and Specifications are intended to describe and illustrate systems which will not

interfere with the structure of the building(s), fit into the available spaces, and insure complete and satisfactory operating installations. Prepare installation drawings as required for all critical areas illustrating the installation of the work in this Section as related to the work of all other Sections and correct all interferences with the other portions of the work or with the building structures before the work proceeds.

- H. The Drawings do not indicate the existing electrical installations other than to identify modifications or extensions thereto. Visit the site and ascertain the conditions to be met and the work to be accomplished in removing and modifying the existing work, and in installing the new work. Failure to comply with this shall not constitute grounds for any additional payment in connection with removing or modifying any part of the existing installation or installing any new or temporary work under this Section.

1.11 SUBMITTALS

- A. Submit product data and shop drawings in accordance with the Specifications.
- B. Process product data and shop drawings to insure that the proposed materials, equipment and devices conform to the requirements of the Contract Documents, and that there are no omissions or duplications. Provide layouts, fabrication information and data for systems, materials, equipment and devices proposed for the project.
- C. Submittals shall be provided for review and approval on all systems, equipment, devices and materials proposed for use on this project. Submittals shall include, but not be limited to, the following:
 - 1 Lighting and Appliance Panelboards
 - 2 Disconnect Switches
 - 3 Circuit Breakers and Fuses
 - 4 Materials: conduit, conductors, connectors, supports, etc.
 - 5 Lighting Fixtures, Lamps and Control Systems/Devices
 - 6 Wiring Devices
 - 7 Transformers
 - 8 Distribution Panelboards
 - 9 Motor Control Center
 - 10 As indicated on each submittal section
- D. The product data shall not consist of manufacturer's catalogs or cut sheets that contain no indication of the exact item offered. The submission on individual items shall designate the exact item offered.
- E. Do not submit detailed quantitative listings of materials, equipment and devices. It is the Contractor's responsibility to provide proper sizes and quantities to conform to Contract Documents.
- F. Assemble submittals on related items procured from a single manufacturer in bound brochures or other suitable package form, rather than submitting a multiplicity of loose sheets.
- G. Prepare shop drawings whenever equipment proposed varies in physical size and arrangement from that indicated thus causing rearrangement of equipment space, where tight spaces require extreme coordination between this work and other work, where called for elsewhere

in these Specifications and where specifically requested by the Owner's Representative. Shop drawings shall be prepared at a scale of not less than 1/4 inch equals 1 foot.

- H. The Contractor shall sign the submittal as an indication of compliance with the Contract Documents. If there are any deviations from the Contract Documents, he shall so indicate on the submittal. Any deviations not so indicated shall be cause for rejection and removal of the non-complying equipment at the Contractor's expense.

1.12 SUBSTITUTIONS

- A. Where a single manufacturer is mentioned by trade name or manufacturer's name, unless specifically noted otherwise, it is the only manufacturer that will be accepted.
- B. Where multiple manufacturers are listed, none other than those manufacturers will be accepted.
- C. Manufacturers not listed will be considered for substitution prior to bid only. The substitute manufacturer shall submit a complete copy of the appropriate technical specification section minimum seven (7) business days prior to bid with each sub-paragraph noted with the comment, "compliance", "deviation", "alternate" or "not applicable". In the case of non-primary, vendor-supplied items, the name of the sub-vendor supplying said item, including model number, shall be indicated.
 - 1 By noting the term "compliance" or "C", it shall be understood that the manufacturer is in full compliance with the item specified and will provide exactly the same with no deviations.
 - 2 By noting the term "deviation" or "D", it shall be understood that the manufacturer prefers to provide a different component in lieu of that specified. Manufacturer shall indicate all deviations.
 - 3 By noting the term "alternate" or "A", it shall be understood that the manufacturer proposes to provide the same operating function but prefers to do it in a different manner. An alternate shall be fully described as to what the manufacturer proposes to provide.
 - 4 By noting the term "not applicable" or "N/A", it shall be understood that the specified item is not applicable to the project.
- D. It shall be understood that space allocations have been made on the basis of present and known future requirements and the dimensions of items of equipment or devices of a particular manufacturer whether indicated or not. If any item of equipment or device is offered in substitution which differs substantially in dimension or configuration from that indicated on the Drawings or specifications, provide as part of the submittal 1/4 inch equals 1 foot scaled drawings showing that the substitute can be installed in the space available without interfering with other portions of the work or with access for operations and maintenance in the completed project.
- E. Where substitute equipment or devices requiring different arrangement or connections from that indicated is accepted by the Owner's Representative, install the equipment or devices to operate properly and in harmony with the intent of the Contract Documents, making all incidental changes in piping, ductwork or wiring resulting from the equipment or device selection without any additional cost to the Owner. The Contractor shall pay all additional

costs incurred by other portions of the work in connection with the substituted equipment or device.

- F. The Owner's Representative reserves the right to call for samples of any item of material, equipment or device offered in substitution, together with a sample of the specific item when, in their opinion, the quality of the item and/or the appearance is involved, and it is deemed that an evaluation of the item may be better made by visual inspection.
- G. When any request for a substitution of material, equipment or device is submitted and rejected, the item named in the Contract Documents shall be furnished. Repetitive submittal of substitutions for the same item will not be considered.

1.13 INSTALLATION DRAWINGS

- A. Prepare installation drawings for coordinating the work of this Section with the work of other Sections, to illustrate its concealment in finished spaces, to avoid obstructions, and to demonstrate the adaptability of any item of material, equipment or device in the space upon which the Contract Documents are based.
- B. Use these drawings in the field for the actual installation of this work. Provide three (3) copies, not for approval, to the Owner's Representative for his information, review and record.

1.14 WORKMANSHIP AND INSTALLATION

- A. In no case shall the Contractor provide a class of material, equipment, device or workmanship less than that required by the Contract Documents or applicable codes, regulations, ordinances or standards. All modifications which may be required by a local authority having legal jurisdiction over all or any part of the work shall be made by the Contractor without any additional charge. In all cases where such authority requires deviations from the requirements of the Drawings or Specifications, the Contractor shall report same to the Owner's Representative and shall secure his approval before the work is started.
- B. The work shall be performed by properly licensed technicians skilled in their respective trades. All materials, equipment and devices shall be installed in accordance with the recommendations of the manufacturer and in the best standard practice to bring about results of a first class condition.
- C. The NECA "Standards of Installation" as published by the National Electrical Contractors Association shall be considered a part of these Specifications, except as specifically modified by other provisions contained in these Specifications.

1.15 INSPECTION OF SITE

- A. The accompanying drawings do not indicate existing installations other than to identify modifications of and extensions thereto. The Contractor shall visit the site, inspect the installations and ascertain the conditions to be met and the work to be performed. Failure to comply with this shall not constitute ground for any additional payments in connection with removing or modifying any part of the existing installations and/or installing any new work under this Section.
- B. Review construction details of the adjacent building presently under construction during the site inspection and include all work required to modify the existing installations and install new materials, comprising a part of the installation. Review all construction details of the new

building as illustrated on the drawings and be guided thereby.

1.16 WARRANTY

- A. All materials, equipment, devices and workmanship shall be warranted for a period of one year from the date of acceptance by the Owner's Representative for beneficial use by the Owner, except that where specific equipment is noted to have extended warranties. The warranty shall be in accordance with AIA Document A201. The Contractor shall be responsible for the proper registration of these warranties so that the Owner can make all proper claims should future need develop.
- B. The Contractor shall furnish to the Owner's Representative for transmittal to the Owner, the name, address and telephone number of those persons responsible for service on systems and equipment covered by the warranty.

1.17 OPERATION PRIOR TO ACCEPTANCE

- A. When any equipment is operable, and it is to the advantage of the Contractor to operate the equipment, the Contractor may do so provided that he properly supervises the operation, and retains full responsibility for the equipment operated. Regardless of whether or not the equipment has or has not been operated, the Contractor shall clean the equipment properly, make required adjustments and complete punch list items before final acceptance by the Owner.

1.18 INSTRUCTION OF OWNER'S PERSONNEL

- A. Provide the services of competent engineers and/or technicians acceptable to the Owner's Representative to instruct other representatives of the Owner in the complete and detailed operation of each item of equipment or device of all the various electrical systems. These instructions shall be provided for whatever periods may be necessary to accomplish the desired results. Upon completion of these instructions, the Contractor shall obtain a letter of release, acknowledged by the Owner or his authorized representative, stating the dates on which the various kinds of instruction were given, and the personnel to whom the instructions were given.
- B. The Contractor shall be fully responsible for proper maintenance of equipment and systems until the instructions have been given to the Owner's personnel and the letter of release acknowledged.
- C. In providing the instructions to the Owner's personnel, the written operating and maintenance manuals shall be followed in all instances, and the Owner's personnel shall be familiarized with such manuals. Operating and maintenance manuals used for instructions shall include wiring diagrams, manufacturer's operating and maintenance instructions, parts lists (with sources identified), and other data as appropriate for each system.

1.19 SCHEDULE AND SEQUENCE OF WORK

- A. The Contractor shall meet and cooperate with the Owner and Owner's Representative to schedule and sequence this work so as to insure meeting scheduled completion dates and avoid delaying other portions of the work. Work requiring special sequencing shall be at no additional cost to the Owner and shall have no impact on the schedule.

1.20 INSTALLATION INSPECTIONS AND CERTIFICATIONS

- A. Obtain timely inspections of the installation by the regulatory authorities. Remedy any deficiencies to the satisfaction of the inspecting official.
- B. Upon final completion of the work, obtain certificates of acceptance from the regulatory authorities. Deliver the certificates to the Owner's Representative for transmission to the Owner.

1.21 EQUIPMENT INSTALLATION

- A. Install equipment and devices in a manner to permit access to all surfaces or components, requiring such access, without the need to disassemble other unrelated parts of the work.
- B. Equipment specified to be factory assembled and tested prior to shipment shall not be disassembled at the job site and reassembled at its final location. Apparatus not so specified may be disassembled and reassembled in the proper location.
- C. Furnish all scaffolding, rigging and hoisting required for the installation of all the work.

1.22 CONCRETE HOUSEKEEPING PADS

- A. Concrete housekeeping pads shall be provided for all floor mounted equipment, unless noted or required otherwise.
- B. All pads shall be not less than 3-1/2" high and extend a maximum 3" beyond the actual equipment size. Coordinate the proper size of the pad with the equipment furnished. Pads shall be poured in forms built of new dressed lumber with corners chamfered using sheet metal or triangular wood strips nailed to the form. Use 6 x 6 No. 3 mesh for reinforcing. Install heavy duty adjustable anchor bolts, set in the form and positioned using templates, prior to pouring concrete. After the equipment is set on the pad, the equipment shall be aligned, leveled and fully grouted to the pad and all void spaces shall be filled with a non-shrinking grout.
- C. Perform all concrete work specified to be provided under this Section in strict accordance with the applicable provisions of Section, CONCRETE.

1.23 SLEEVES

- A. Each conduit, regardless of material, which passes through a concrete slab, masonry wall, or roof or portion of the building structure shall be free from the structure and shall pass through a sleeve.
- B. All sleeves shall be constructed from electrical-metallic tubing or equivalent weight galvanized steel tubing and shall be flush on both sides of the surface penetrated, unless noted otherwise. All sleeves penetrating the roof areas shall extend a minimum 10 inches above the roof with approved weatherproof counterflashing attached to the conduit above the roof. All sleeves penetrating floors shall extend a minimum of 6 inches above the finished floors. The sleeves shall be sized to allow free passage of the conduit to be inserted.
- C. Sleeves passing through walls or floors on or below grade or in moist areas shall be constructed of galvanized rigid steel and shall be designed with a suitable flange in the center to form a waterproof passage. After the conduit has been installed in the sleeves, the void space around the conduit shall be caulked and filled with an asphalt-base compound to insure a waterproof penetration. Jute twine caulking shall not be used due to susceptibility to termite infestation.

1.24 ESCUTCHEONS

- A. In each finished space, provide a chromium plated, sectional escutcheon on each conduit, or hanger rod penetrating a wall, floor or ceiling.
- B. Size escutcheons and collars to fit snugly around conduit and rods.
- C. Where required, provide escutcheons with set screws so that they fit snugly against the finished surface.

1.25 ACCESS PANELS

- A. Provide wall and ceiling access panels for unrestricted access to all concealed electrical equipment items and devices installed behind furrings, chases or non-removable suspended ceilings.
- B. Access panels shall be UL listed and labeled as required to suit the fire rating of the surface in which installed, with mounting straps, concealed hinges, screwdriver locks, 180 degree open door design, 16 gauge steel construction and door and frame finished in prime coat finish. Panels shall be 12-inch by 12-inch minimum size, but shall be larger as the access requirement of the concealed electrical equipment item or device increases.

1.26 SEALING OF PENETRATIONS

- A. All penetrations in horizontal or vertical fire-rated construction shall be sealed using approved fire-rated sealing materials equivalent to the following:
 - 1 Foam: Dow Corning 3-6548 RTV silicone foam, liquid component Part 4 (black) and liquid component Part B (off-white).
 - 2 Sealant: Dow Corning 96-081 RTV silicone adhesive sealant.
 - 3 Damming Materials: Mineral fiberboard, mineral fiber matting, mineral fiber putty, plywood or particle board, as selected by applicator.
- B. Preparation: Remove combustible materials and loose impediments from penetration opening and involved surfaces. Remove free liquid and oil from penetration surfaces.
- C. Installation: In accordance with manufacturer's instructions, install damming materials and sealant to cover and seal penetration openings; inject foam mixtures into openings.
- D. In addition to the Dow Corning products, equal products by Spec Seal Firestop Products, 3M Fire Barrier or CS240 Firestop are acceptable.

1.27 PROTECTION OF APPARATUS

- A. At all times take every precaution to properly protect apparatus from damage due to dust, dirt, water, etc. or from damage due to physical forces. Include the erection of temporary shelters as required, to adequately protect any apparatus stored at the site, the cribbing of any apparatus directly above the construction, and the covering of apparatus in the incomplete building with tarpaulins or other protective covering. Failure on the part of the Contractor to comply with the above to the entire satisfaction of the Owner's Representative will be sufficient cause for the rejection of the pieces of apparatus in question.
- B. Responsibility for the protection of apparatus extend also to existing apparatus involved in this Section of the work, whether such apparatus is designated to be used temporarily and later removed, or is to be reused as a part of the permanent installation. Erect temporary sheltering structures, provide temporary bracing and supports, or cover equipment as required or

directed to afford proper protection for that equipment.

- C. The Contractor shall protect this work and the work of all other Contractors from damage by his work or workmen and shall make good any damage thus caused. He shall also be responsible for the proper protection of his equipment, machinery, materials and accessories delivered and installed on the job.

1.28 INSTALLATION OF CONTROL AND OPERATING DEVICES

- A. The highest operable part of controls (light switches, dimmer switches, emergency power off devices, etc.), receptacles (electrical and communications) and other operable devices shall be 48" above finish floor. The lowest operable part shall be no less than 15" above finished floor. For purposes of uniformity, unless noted otherwise, the top of a device shall be maximum 48" AFF and the bottom of a device shall be minimum 15" AFF. Refer to the electrical symbols list on the Drawings for specific requirements.
- B. Visual alarm appliances shall be placed 80" above finished floor (the highest floor level within a space) or 6" below the ceiling, whichever is lower.

1.29 INSTALLATION AND CONNECTION OF OTHER SECTION'S EQUIPMENT

- A. Verify the electrical requirements of all equipment furnished under other Sections, separate contracts, or by the Owner. Install conduit, power wiring, control wiring, devices, etc. as required for complete operation of all equipment.

1.30 OPTION TO RELOCATE OUTLETS AND RELATED DEVICES

- A. The location of power, data and telephone outlets, wall switches and other related devices may be relocated at the Owner's option, at no additional cost to the Owner, to a point within 10 feet of their present location provided the Contractor is notified prior to installation.

1.31 COOPERATION AND CLEAN-UP

- A. It shall be the responsibility of the Contractor to cooperate fully to keep the job site in a clean and safe condition. Upon the Contractor shall immediately remove all of his tools, equipment, surplus materials and debris.
- B. After he installation is complete and before the equipment is energized, clean the interior and exterior of all equipment thoroughly. Clean equipment, removing all debris, rubbish and foreign materials. Each component shall be cleaned and all dust and other foreign material. Components shall be cleaned of oxidation. The inside and outside of all switchgear shall also be wiped clean with lemon-oil rag after all other cleaning is complete. Any portion of the work requiring touch-up finishing shall be so finished to equal the specified finish on the product.

1.32 RECORD DRAWINGS AND DOCUMENTATION FOR OWNER

- A. The Contractor shall obtain at his own expense a complete set of blue-line prints on which to keep an accurate record of the installation of all materials, equipment and devices covered by the Contract. The Contractor shall record up to date information at least once a week and retain the set of prints on site for periodic review by the Architect/Engineer. The record drawings shall indicate the location of all equipment and devices, and the routing of all systems. If the Contractor prepared large scale installation drawings of electrical rooms, conduit routing, busduct, routing, etc., these drawings or reproducible sepia's therefrom shall

be revised as required to accurately illustrate the actual installation. All conduit buried in concrete slabs, walls and below grade shall be located by dimension; both horizontally and by vertical elevation, unless a surface mounted device in each space indicates the exact location.

- B. Upon anticipated completion of the job, obtain one complete reproducible set of the original drawings on which to neatly, legibly and accurately transfer all project related notations and deliver these record drawings to the Architect/Engineer at job completion before final payment and delivery to the Owner. This information shall be delivered prior to final acceptance.
- C. The Contractor shall accumulate in duplicate during the job progress, the following data prepared in indexed 3-ring looseleaf, hard-back binders sized for 8-1/2 inch by 11 inch sheets. No binder shall exceed 3-1/2 inches thick. This data shall be turned over to the Owner's Representative for review and subsequent delivery to the Owner prior to final acceptance.
 - 1 Warranties, guarantees and manufacturer's directions on material, equipment and devices covered by the Contract.
 - 2 Approved lighting fixture brochures, wiring diagrams and control diagrams.
 - 3 Copies of approved submittals and shop drawings.
 - 4 Operating instructions and recommended maintenance procedures for major apparatus.
 - 5 Copies of all other data and/or drawings required during construction.
 - 6 Repair parts list of major apparatus, including name, address and telephone number of local supplier or representative.
 - 7 Tag charts and diagrams hereinbefore specified.

1.33 FINAL OBSERVATION

- A. The purpose of the final observation is to determine whether the Contractor has completed the construction in accordance with the Contract Documents and that in the Owner Representative's opinion the installation is satisfactory for final acceptance by the Owner.
- B. It shall be the responsibility of the Contractor to assure that the installation is ready for final acceptance prior to calling upon the Owner's Representative to make a final observation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 26 05 00
COMMON WORK RESULTS FOR ELECTRICAL

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. Raceways.
 - 2. Building wire and connectors.
 - 3. Supporting devices for electrical components.
 - 4. Electrical identification.
 - 5. Electricity-metering components.
 - 6. Concrete equipment bases.
 - 7. Electrical demolition.
 - 8. Cutting and patching for electrical construction.
 - 9. Touchup painting.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. FMC: Flexible metal conduit.
- C. IMC: Intermediate metal conduit.
- D. LFMC: Liquidtight flexible metal conduit.
- E. RNC: Rigid nonmetallic conduit.

1.4 SUBMITTALS

- A. Product Data: For electricity-metering equipment.
- 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.

1.5 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 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 electrical service connections to components furnished by utility companies.
 - 1. Coordinate installation and connection of exterior underground and overhead utilities and services, including provision for electricity-metering components.
 - 2. Comply with requirements of authorities having jurisdiction and of utility company providing electrical power and other services.

- D. Coordinate location of access panels and doors for electrical items that are concealed by finished surfaces. Access doors and panels are specified in Architectural documents.
- E. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.
- F. Where electrical identification markings and devices will be concealed by acoustical ceilings and similar finishes, coordinate installation of these items before ceiling installation.

PART 2 - PRODUCTS

2.1 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: STAINLESS STEEL.
- C. Slotted-Steel Channel Supports: Flange edges turned toward web, and 9/16-inch- (14-mm-) diameter slotted holes at a maximum of 2 inches (50 mm) o.c., in webs.
- D. Slotted-Steel Channel Supports: Comply with Division Section "Metal Fabrications" for slotted channel framing.
 1. Channel Thickness: Selected to suit structural loading.
 2. Fittings and Accessories: Products of the same manufacturer as channel supports.
- E. Raceway and Cable Supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring-steel clamps or click-type hangers.
- F. Pipe Sleeves: ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, plain ends.
- G. Cable Supports for Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug for nonarmored electrical cables in riser conduits. Plugs have number and size of conductor gripping holes as required to suit individual risers. Body constructed of malleable-iron casting with hot-dip galvanized finish.
- H. Expansion Anchors: Carbon-steel wedge or sleeve type.
- I. Toggle Bolts: All-steel springhead type.
- J. 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: Pretensioned, wraparound plastic sleeves. Flexible, preprinted, color-coded, acrylic band sized to suit the diameter of the item it identifies.
 2. Type: Preprinted, flexible, self-adhesive, vinyl. Legend is overlaminated with a clear, weather- and chemical-resistant coating.
 3. Color: Black letters on orange background.
 4. 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 (25 mm wide by 0.08 mm thick).
- D. Underground Warning Tape: Permanent, bright-colored, continuous-printed, vinyl tape with the following features:
 1. Not less than 6 inches wide by 4 mils thick (150 mm wide by 0.102 mm thick).
 2. Compounded for permanent direct-burial service.
 3. Embedded continuous metallic strip or core.
 4. Printed legend that indicates type of underground line.
- E. Tape Markers for Wire: Vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters.

- F. Color-Coding Cable Ties: Type 6/6 nylon, self-locking type. Colors to suit coding scheme.
- G. Engraved-Plastic Labels, Signs, and Instruction Plates: Engraving stock, melamine plastic laminate punched or drilled for mechanical fasteners **1/16-inch (1.6-mm)** minimum thickness for signs up to **20 sq. in. (129 sq. cm)** and **1/8-inch (3.2-mm)** minimum thickness for larger sizes. Engraved legend in black letters on white background.
- H. 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.
- I. 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 (1-mm)**, galvanized-steel backing, with colors, legend, and size appropriate to the application. **1/4-inch (6-mm)** grommets in corners for mounting.
- J. 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 EQUIPMENT FOR UTILITY COMPANY'S ELECTRICITY METERING

- A. Current-Transformer Cabinets: Comply with requirements of electrical power utility company.
- B. Meter Sockets: Comply with requirements of electrical power utility company.
- C. Modular Meter Centers: Factory-coordinated assembly of a main meter center circuit-breaker unit with wireways, tenant meter socket modules, and tenant branch circuit breakers arranged in adjacent vertical sections, complete with interconnecting buses.
 1. Housing: NEMA 250, Type 3R enclosure.
 2. Tenant Branch Circuit Breakers: Series combination rated to protect circuit breakers in downstream panelboards that have 10,000-A interrupting capacity, minimum.

2.4 CONCRETE BASES

- A. Concrete Forms and Reinforcement Materials: As specified in Division Section "Cast-in-Place Concrete."
- B. Concrete: **3000-psi (20.7-MPa)**, 28-day compressive strength as specified in Division Section "Cast-in-Place Concrete."

2.5 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 RACEWAY AND CABLE INSTALLATION

- A. Conceal raceways and cables, unless otherwise indicated, within finished walls, ceilings, and floors.
- B. Install raceways and cables at least **6 inches (150 mm)** away from parallel runs of flues and steam or hot-water pipes. Locate horizontal raceway runs above water and steam piping.
- C. Use temporary raceway caps to prevent foreign matter from entering.
- D. Make conduit bends and offsets so ID is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.
- E. Use raceway and cable fittings compatible with raceways and cables and suitable for use and location.

- F. Install raceways embedded in slabs in middle third of slab thickness where practical, and leave at least **1-inch (25-mm)** concrete cover.
 - 1. Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement.
 - 2. Space raceways laterally to prevent voids in concrete.
 - 3. Install conduit larger than **1-inch trade size (DN27)** parallel to or at right angles to main reinforcement. Where conduit is at right angles to reinforcement, place conduit close to slab support.
 - 4. Transition from nonmetallic tubing to Schedule 80 nonmetallic conduit, rigid steel conduit, or IMC before rising above floor.
 - 5. Make bends in exposed parallel or banked runs from same centerline to make bends parallel. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for exposed parallel raceways.
- G. Install pull wires in empty raceways. Use No. 14 AWG zinc-coated steel or monofilament plastic line with not less than **200-lb (90-kg)** tensile strength. Leave at least **12 inches (300 mm)** of slack at each end of the pull wire.

3.3 ELECTRICAL SUPPORTING DEVICE APPLICATION

- A. Damp Locations and Outdoors: STAINLESS STEEL system components.
- B. Dry Locations: Steel materials.
- C. Support Clamps for PVC Raceways: Click-type clamp system.
- D. Selection of Supports: Comply with manufacturer's written instructions.
- E. Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four; minimum of **200-lb (90-kg)** design load.

3.4 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- (6-mm-)** diameter or larger threaded steel hanger rods, unless otherwise indicated.
- G. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for **1-1/2-inch (38-mm)** and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports.
- H. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.
- I. Simultaneously install vertical conductor supports with conductors.
- J. Separately support cast boxes that are threaded to raceways and used for fixture support. Support 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 (610 mm)** from the box.
- K. 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.
- L. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.
- M. Securely fasten electrical items and their supports to the building structure, unless otherwise indicated. Perform fastening according to the following unless other fastening methods are indicated:

1. Wood: Fasten with wood screws or screw-type nails.
2. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.
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.

3.5 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: Pretensioned, snap-around, colored plastic sleeves or 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 (15-m)** maximum intervals in straight runs, and at **25-foot (8-m)** maximum intervals in congested areas.
 3. Colors: As follows:
 - a. Fire Alarm System: Red.
 - b. Security System: Blue and yellow.
 - c. 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. Install continuous underground plastic markers during trench backfilling, for exterior underground power, control, signal, and communication lines located directly above power and communication lines. Locate **6 to 8 inches (150 to 200 mm)** below finished grade. If width of multiple lines installed in a common trench or concrete envelope does not exceed **16 inches (400 mm)**, overall, use a single line marker.
- G. 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. Color-code 480/277-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:
 1. Phase A: Brown.

2. Phase B: Orange.
3. Phase C: Yellow.
4. Neutral: White with a colored stripe or gray.
5. Ground: Green.

- I. 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.
- J. Install engraved-laminated emergency-operating signs with white letters on red background with minimum **3/8-inch- (9-mm-)** high lettering for emergency instructions on power transfer, load shedding, and other emergency operations.

3.6 UTILITY COMPANY ELECTRICITY-METERING EQUIPMENT

- A. Install equipment according to utility company's written requirements. Provide grounding and empty conduits as required by utility company.

3.7 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 Division Section "Firestopping."

3.8 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated, but not less than **4 inches (100 mm)** larger, in both directions, than supported unit. Follow supported equipment manufacturer's anchorage recommendations and setting templates for anchor-bolt and tie locations, unless otherwise indicated. Use **3000-psi (20.7-MPa)**, 28-day compressive-strength concrete and reinforcement as specified in Division 3 Section "Cast-in-Place Concrete."

3.9 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.

3.10 FIELD QUALITY CONTROL

- A. Inspect installed components for damage and faulty work, including the following:
 1. Raceways.
 2. Building wire and connectors.
 3. Supporting devices for electrical components.
 4. Electrical identification.
 5. Electricity-metering components.
 6. Concrete bases.
 7. Electrical demolition.
 8. Cutting and patching for electrical construction.
 9. Touchup painting.

3.11 REFINISHING AND TOUCHUP PAINTING

- A. Refinish and touch up paint. Paint materials and application requirements are specified in Division 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.

3.12 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

SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTOR AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and 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. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.4 QUALITY ASSURANCE

- A. Listing and Labeling: Provide wires and cables specified in this Section that are listed and labeled.

- 1. The Terms "Listed" and "Labeled": As defined in NFPA 70, Article 100.

- B. Comply with NFPA 70.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver wires and cables according to NEMA WC 26.

1.6 COORDINATION

- A. Coordinate layout and installation of cables with other installations.

- B. Revise locations and elevations from those indicated, as required to suit field conditions and as approved by Architect.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

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

- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- 1. Wires and Cables:

- a. American Insulated Wire Corp.; Leviton Manufacturing Co.
 - b. BICC Brand-Rex Company.
 - c. Carol Cable Co., Inc.
 - d. Senator Wire & Cable Company.
 - e. Southwire Company.

- 2. Connectors for Wires and Cables:

- a. AMP Incorporated.

- b. General Signal; O-Z/Gedney Unit.
- c. Monogram Co.; AFC.
- d. Square D Co.; Anderson.
- e. 3M Company; Electrical Products Division.

2.2 BUILDING WIRES AND CABLES

- A. UL-listed building wires and cables with conductor material, insulation type, cable construction, and rating as specified in Part 3 "Wire and Insulation Applications" Article.
- B. Rubber Insulation Material: Comply with NEMA WC 3.
- C. Thermoplastic Insulation Material: Comply with NEMA WC 5.
- D. Ethylene Propylene Rubber Insulation Material: Comply with NEMA WC 8.
- E. Conductor Material: Copper.
- F. Stranding: Solid conductor for No. 10 AWG and smaller; stranded conductor for larger than No. 10 AWG.
- G. Plenum rated cable for all cables above the ceiling.

2.3 CONNECTORS AND SPLICES

- A. UL-listed, factory-fabricated wiring connectors of size, ampacity rating, material, type, and class for application and service indicated. Comply with Project's installation requirements and as specified in Part 3 "Wire and Insulation Applications" Article.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine raceways and building finishes to receive wires and cables for compliance with requirements for installation tolerances and other conditions affecting performance of wires and cables. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 WIRE AND INSULATION APPLICATIONS

- A. Service Entrance: Type RHW or THWN, in raceway.
- B. Feeders: Type 75C insulation THHN/THWN, in raceway.
- C. Fire-Pump Feeder: Type MI, 3-conductor.
- D. Branch Circuits: Type THHN/THWN, in raceway.
- E. Fire Alarm Circuits: Type THHN/THWN, in raceway.
- F. Class 1 Control Circuits: Type THHN/THWN, in raceway.
- G. Class 2 Control Circuits: Type THHN/THWN, in raceway.
- H. Equipment or any device rated 100 amperes or less, conductor shall be rated 60C as per National Electrical Code.
- I. Equipment or any device rated over 100 amperes, conductor shall be rated 75C as per National Electrical Code.

3.3 INSTALLATION

- A. Install wires and cables as indicated, according to manufacturer's written instructions and NECA's "Standard of Installation."
- B. Remove existing wires from raceway before pulling in new wires and cables.
- C. Pull Conductors: Use manufacturer-approved pulling compound or lubricant where necessary;

compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables, parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section "Basic Electrical Materials and Methods."
- G. Seal around cables penetrating fire-rated elements according to Section "Firestopping."
- H. Identify wires and cables according to Section "Basic Electrical Materials and Methods."
- I. Identify wires and cables according to Section "Electrical Identification."

3.4 CONNECTIONS

- A. Conductor Splices: Keep to minimum.
- B. Install splices and tapes that possess equivalent or better mechanical strength and insulation ratings than conductors being spliced.
- C. Use splice and tap connectors compatible with conductor material.
- D. Use oxide inhibitor in each splice and tap connector for aluminum conductors.
- E. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches (300 mm) of slack.
- F. Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer.
- G. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.5 FIELD QUALITY CONTROL

- A. Testing: On installation of wires and cables and before electrical circuitry has been energized, demonstrate product capability and compliance with requirements.
 - 1. Procedures: Perform each visual and mechanical inspection and electrical test stated in NETA ATS, Section 7.3.1. Certify compliance with test parameters.
- B. Correct malfunctioning conductors and cables at Project site, where possible, and retest to demonstrate compliance; otherwise, remove and replace with new units and retest.

END OF SECTION

SECTION 26 05 26

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes grounding and bonding 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. List below only products, construction, and equipment that the reader might expect to find in this Section but are specified elsewhere.
 - 2. Section "Underground Ducts and Utility Structures" for ground test wells.

1.3 SUBMITTALS

- A. Revise this Article to suit Project and office practice. Frequently, no product submittal is required for this Section.
- B. Product Data: For each type of product indicated.
- C. Retain paragraph above if Product Data are required for each product specified. Retain paragraph below if Product Data are required only for selected products.
- D. Product Data: For the following:
 - 1. Ground rods.
 - 2. Chemical rods.
 - 3. Qualification Data: For firms and persons specified in "Quality Assurance" Article.
- E. 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. Retain paragraph and subparagraph below if Contractor or manufacturer selects testing agency. Delete if Contractor is allowed to perform ground-resistance testing.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 - 1. Comply with UL 467.

- C. Comply with NFPA 70; for overhead-line construction and medium-voltage underground construction, comply with IEEE C2.
- D. Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Retain above for nonproprietary or below for semiproprietary Specification. Refer to Division 1 Section "Materials and Equipment."
- C. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. See Editing Instruction No. 1 in the Evaluations for cautions about naming products and manufacturers.
 - 2. Grounding Conductors, Cables, Connectors, and Rods:
 - a. Apache Grounding/Erico Inc.
 - b. Boggs, Inc.
 - c. Chance/Hubbell.
 - d. Copperweld Corp.
 - e. Dossert Corp.
 - f. Erico Inc.; Electrical Products Group.
 - g. Framatome Connectors/Burndy Electrical.
 - h. Galvan Industries, Inc.
 - i. Hastings Fiber Glass Products, Inc.
 - j. Ideal Industries, Inc.
 - k. ILSCO.
 - l. Kearney/Cooper Power Systems.
 - m. Korn's: C. C. Korn's Co.; Division of Robroy Industries.
 - n. Lightning Master Corp.
 - o. Lyncole XIT Grounding.
 - p. O-Z/Gedney Co.; a business of the EGS Electrical Group.
 - q. Raco, Inc.; Division of Hubbell.
 - r. Robbins Lightning, Inc.
 - s. Salisbury: W. H. Salisbury & Co.
 - t. Superior Grounding Systems, Inc.
 - u. Thomas & Betts, Electrical.

2.2 GROUNDING CONDUCTORS

- A. For insulated conductors, comply with Section "Conductors and Cables."
- B. If only copper conductors are permitted in Division 16 Section "Conductors and Cables," delete paragraph below.
- C. Material: copper.
- D. Equipment Grounding Conductors: Insulated with green-colored insulation.

- E. Isolated Ground Conductors: Insulated with green-colored insulation with yellow stripe. On feeders with isolated ground, use colored tape, alternating bands of green and yellow tape to provide a minimum of three bands of green and two bands of yellow.
- F. Grounding Electrode Conductors: Stranded cable.
- G. Underground Conductors: stranded, unless otherwise indicated.
- H. Sizes and types below are typical. Adjust to suit Project conditions and requirements.
- I. Copper Bonding Conductors: As follows:
 1. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG copper conductor, 1/4 inch (6.4 mm) in 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 (42 mm) wide and 1/16 inch (1.5 mm) thick.
 4. Tinned Bonding Jumper: Tinned-copper tape, braided copper conductors, terminated with copper ferrules; 1-5/8 inches (42 mm) wide and 1/16 inch (1.5 mm) thick.
- J. Delete paragraph and subparagraphs below if use of aluminum conductors is not permitted.
- K. Ground Conductor and Conductor Protector for Wood Poles: As follows:
 1. No. 4 AWG minimum, soft-drawn copper conductor.
 2. Conductor Protector: Half-round PVC or wood molding. If wood, use pressure-treated fir, or cypress or cedar.
- L. Grounding Bus: Bare, annealed copper bars of rectangular cross section, with insulators.

2.3 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.

2.4 GROUNDING ELECTRODES

- A. Copper-clad steel is most common. See Evaluations for discussion on where other materials might be more appropriate.
- B. Ground Rods: Copper-clad steel.
 1. Select paragraph above or paragraph and subparagraph below. Sectional types are used when rods longer than 10 feet (3 m) are installed.
 2. Size: 3/4 by 120 inches (19 by 3000 mm) in diameter.
- C. Chemical Electrodes: Copper tube, straight or L-shaped, filled with nonhazardous chemical salts, terminated with a 4/0 bare conductor. Provide backfill material recommended by manufacturer.
- D. Test Wells: Provide handholes as specified in Section "Underground Ducts and Utility Structures."

PART 3 - EXECUTION

3.1 APPLICATION

- A. Delete paragraph below if only copper conductors are specified in Division 16 Section "Conductors and Cables."

- B. Use only copper conductors for both insulated and bare grounding conductors in direct contact with earth, concrete, masonry, crushed stone, and similar materials.
- C. In raceways, use insulated equipment grounding conductors.
- D. Exothermic-Welded Connections: Use for connections to structural steel and for underground connections, except those at test wells.
- E. Equipment Grounding Conductor Terminations: Use bolted pressure clamps.
- F. Ground Rod Clamps at Test Wells: Use bolted pressure clamps with at least two bolts.
- G. Delete paragraph and subparagraphs below if grounding bus is not required, or edit to suit Project.
- H. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
 - 1. Use insulated spacer; space 1 inch (25.4 mm) from wall and support from wall 6 inches (150 mm) above finished floor, unless otherwise indicated.
 - 2. At doors, route the bus up to the top of the door frame, across the top of the doorway, and down to the specified height above the floor.
- I. Edit below to suit Project.
- J. Underground Grounding Conductors: Use tinned copper conductor, No. 2/0 AWG minimum. Bury at least 24 inches (600 mm) below grade or bury 12 inches (300 mm) above duct bank when installed as part of the duct bank.

3.2 EQUIPMENT GROUNDING CONDUCTORS

- A. NEC permits two basic types of equipment grounding conductors: metallic raceway or cable sheath as the conductor, or a separate equipment grounding conductor. The installation of an equipment grounding conductor provides an additional degree of safe operation when compared to relying on raceway as the conductor. Revise paragraphs and subparagraphs in this Article to suit Project.
- B. 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.
- C. Install equipment grounding conductors in all feeders and circuits.
- D. Select paragraph above or paragraph and subparagraphs below.
- E. Install insulated equipment grounding conductor with circuit conductors for the following items, in addition to those required by NEC:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Single-phase motor and appliance branch circuits.
 - 5. Three-phase motor and appliance branch circuits.
 - 6. Flexible raceway runs.
 - 7. Armored and metal-clad cable runs.
- F. Busway Supply Circuits: Install insulated equipment grounding conductor from the grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.

- G. Computer Outlet Circuits: Install insulated equipment grounding conductor in branch-circuit runs from computer-area power panels or power-distribution units.
- H. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate grounding conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service, unless otherwise indicated.
- I. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate equipment grounding conductor. Isolate equipment grounding conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service, unless otherwise indicated.
- J. Nonmetallic Raceways: Install an equipment grounding conductor in nonmetallic raceways unless they are designated for telephone or data cables.
- K. Air-Duct Equipment Circuits: Install an equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners and heaters. Bond conductor to each unit and to air duct.
- L. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate equipment grounding conductor to each electric water heater, heat-tracing, and antifrost heating cable. Bond conductor to heater units, piping, connected equipment, and components.
- M. Coordinate paragraph and subparagraphs below with Drawings and Specification Sections for systems referenced. Edit to suit Project.
- N. Signal and Communication Systems: For telephone, alarm, voice and data, and other communication systems, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.
 - 1. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-2-by-12-inch (6.4-by-50-by-300-mm) grounding bus.
 - 2. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.
- O. Metal Poles Supporting Outdoor Lighting Fixtures: Provide a grounding electrode in addition to installing a separate equipment grounding conductor with supply branch-circuit conductors.

3.3 INSTALLATION

- A. Ground Rods: Install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes.
 - 1. Drive ground rods until tops are 2 inches (50 mm) below finished floor or final grade, unless otherwise indicated.
 - 2. Interconnect ground rods with grounding electrode conductors. Use exothermic welds, except at test wells and as otherwise indicated. Make connections without exposing steel or damaging copper coating.
- B. 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.

- C. 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.
- D. Metal Water Service Pipe: Provide insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes by grounding clamp connectors. Where a dielectric main water fitting is installed, connect grounding conductor to street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
- E. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with grounding clamp connectors.
- F. Bond interior metal piping systems and metal air ducts to equipment grounding conductors of associated pumps, fans, blowers, electric heaters, and air cleaners. Use braided-type bonding straps.
- G. Bond each aboveground portion of gas piping system upstream from equipment shutoff valve.
- H. Install one test well for each service at the ground rod electrically closest to the service entrance. Set top of well flush with finished grade or floor.
- I. Ufer Ground (Concrete-Encased Grounding Electrode): Fabricate according to NFPA 70, Paragraph 250-81(c), using a minimum of 20 feet (6 m) of bare copper conductor not smaller than No. 4 AWG. If concrete foundation is less than 20 feet (6 m) long, coil excess conductor within the base of the foundation. Bond grounding conductor to reinforcing steel in at least four locations and to anchor bolts. Extend grounding conductor below grade and connect to building grounding grid or to a grounding electrode external to concrete.

3.4 CONNECTIONS

- A. Coordinate paragraph and subparagraphs below with Drawings.
- B. 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. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
 4. Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps.
 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
- C. 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.

- D. 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.
- E. 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 noncontinuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.
- F. Connections at Test Wells: Use compression-type connectors on conductors and make bolted- and clamped-type connections between conductors and ground rods.
- G. 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 and UL 486B.
- H. 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.
- I. Moisture Protection: If insulated grounding conductors are connected to ground rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

3.5 FIELD QUALITY CONTROL

- A. Retain one of three paragraphs below.
- B. Testing: Perform the following field quality-control testing:
 1. After installing grounding system but before permanent electrical circuitry has been energized, test for compliance with requirements.
 2. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at ground test wells. Measure ground resistance not less than two full days after the last trace of precipitation, and without the soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests, by the fall-of-potential method according to IEEE 81.
 3. Provide drawings locating each ground rod and ground rod assembly and other grounding electrodes, identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
 - a. NFPA 70 has minimum value of 25 ohms. See Evaluations for discussion on appropriate grounding resistance values. Values listed below are typical; adjust to suit Project conditions.
 - b. Equipment Rated 500 kVA and Less: 10 ohms.
 - c. Equipment Rated 500 to 1000 kVA: 5 ohms.

- d. Equipment Rated More Than 1000 kVA: 3 ohms.
 - e. Substations and Pad-Mounted Switching Equipment: 5 ohms.
 - f. Manhole Grounds: 10 ohms.
4. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.
- 3.6 GRADING AND PLANTING
- A. Delete below if inappropriate or if surface restoration work is covered on Drawings or in Division 2 Sections. Coordinate with Drawings.
 - B. Restore surface features, including vegetation, at areas disturbed by Work of this Section. Reestablish original grades, unless otherwise indicated. If sod has been removed, replace it as soon as possible after backfilling is completed. Restore areas disturbed by trenching, storing of dirt, cable laying, and other activities to their original condition. Include application of topsoil, fertilizer, lime, seed, sod, sprig, and mulch. Comply with Section "Landscaping." Maintain restored surfaces. Restore disturbed paving as indicated.

END OF SECTION

SECTION 26 05 29

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

- A. The General Provisions, Supplemental General Provisions, Special Provisions and Specification sections, apply to work covered by this Section.
- B. Comply with this sections, as applicable. Refer to other sections for coordination of work.

1.2 SCOPE OF WORK

- A. Provide labor, material, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of supporting devices, including related systems and accessories.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Unistrut Corp.
- B. B-Line Systems, Inc.
- C. Midland Ross-Kindorf

2.2 MATERIALS

- A. Suspension Hangers
 - 1. Suspension hangers for individual conduit runs shall be zinc plated formed steel type.
- B. Vertical Supports
 - 1. Malleable iron one hole pipe straps shall be used for vertical runs
- C. Clamps
 - 1. Beam clamps shall be used for bar joists and beams.
- D. Anti-Vibration Hangers
 - 1. Anti-vibration hangers shall be combination type having a double deflection neoprene element in series with a steel coil spring; double deflection of 0.30"; steel coil spring shall be selected from a 1" static deflection series with a minimum additional travel to solid of ½"; spring diameters shall be large enough to permit 15 degree angular misalignment of the rod connecting the hanger to the ceiling support without rubbing the hanger box.

2.3 LIGHT FIXTURE HANGERS

- A. Refer to Section 26 51 00
- B. Corrosive Areas: PVC; at factory apply a minimum of 10-mil-thick PVC coating, bonded to metal, inside and outside.Z

PART 3 - EXECUTION

3.1 INSTALLATION

A. Hangers

1. Approved hangers and stiff leg supports shall be installed in quantity and size as required to carry the weight of raceway and contents and shall be arranged to prevent vibration transmission to the building and allow for raceway movement.
2. Hangers shall be supported by means of uncoated solid steel rods which are threaded to allow vertical adjustments. Lock nuts shall be provided in sufficient number and location to lock all rod adjustments permanently at the adjusted height. Two lock nuts shall be used unless the nut tightens against a threaded socket. Minimum rod diameters shall be as follows:

B. NOMINAL CONDUIT SIZE	ROD DIAMETER
1/2" through 2"	1/4"
2-1/2" through 3" 4" and 5"	3/8" 1/2"

1. Hanger spacing shall be as required for proper and adequate support raceway, but in no case shall be less than one hanger per 8'-0" of raceway length except that conduit less than 1" diameter shall be supported at least every 6'-0".
2. Where numerous conduits are run parallel to one another, they may be supported from a trapeze type hanger arrangement with strut bottom.
3. Anti-vibration type hangers shall be provided for equipment as required to minimize vibration and/or as directed by the Architect/Engineer.

Supports

4. Support of hangers shall be by means of sufficient quantities of individual after set steel expansion shields, or beam clamps attached to structural steel.
5. Stiff-legs shall be furnished and installed in cases where support from overhead structure is not possible.
6. Ceiling mounted lighting fixtures shall be supported from the building structure at two opposite corners. The Contractor shall provide fixture hangers to properly interface with the ceiling system.
7. Furnish and install complete any additional structural support steel, brackets, fasteners, etc., as required to adequately support all raceway and equipment.
8. Support of hangers from concrete slabs shall be by means of sufficient quantity of "U" brackets attached with after set expansion shields and bolts.
9. Support of hangers from concrete tees shall be by means of sufficient quantity of angle iron brackets attached with after set expansion shields and bolts.

END OF SECTION

SECTION 26 05 33

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.
 - 1. Edit lists below to suit Project.
 - 2. Raceways include the following:
 - a. RMC.
 - b. IMC.
 - c. PVC externally coated, rigid steel conduits.
 - d. PVC externally coated, IMC.
 - e. EMT.
 - f. FMC.
 - g. LFMC.
 - h. LFNC.
 - i. RNC.
 - j. ENT.
 - k. Wireways.
 - l. Surface raceways.
 - 3. Boxes, enclosures, and cabinets include the following:
 - a. Device boxes.
 - b. Floor boxes.
 - c. Outlet boxes.
 - d. Pull and junction boxes.
 - e. Cabinets and hinged-cover enclosures.
- B. Related Sections include the following:
 - 1. List below only products and equipment for this Project that the reader might expect to find in this Section but are specified elsewhere. Verify that Section titles listed below are correct for this Project's Specifications because Section titles may have changed since this Section was updated.
 - 2. Section "Basic Electrical Materials and Methods" for raceways and box supports.
 - 3. Section "Wiring Devices" for devices installed in boxes and for floor-box service fittings.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. ENT: Electrical nonmetallic tubing.
- C. FMC: Flexible metal conduit.
- D. IMC: Intermediate metal conduit.
- E. LFMC: Liquidtight flexible metal conduit.
- F. LFNC: Liquidtight flexible nonmetallic conduit.
- G. RMC: Rigid metal conduit.

H. RNC: Rigid nonmetallic conduit.

1.4 SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Delete below except for custom enclosures.
- C. Shop Drawings: Include layout drawings showing components and wiring for nonstandard boxes, enclosures, and cabinets.

1.5 QUALITY ASSURANCE

- A. Listing and Labeling: Provide raceways and boxes specified in this Section that are listed and labeled.
 - 1. The Terms "Listed" and "Labeled": As defined in NFPA 70, Article 100.
 - 2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" as defined in OSHA Regulation 1910.7.
- B. Comply with NECA's "Standard of Installation."
- C. Comply with NFPA 70.

1.6 COORDINATION

- A. 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 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Retain above for nonproprietary or below for semiproprietary Specification. Refer to Division 1 Section "Materials and Equipment."
- C. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Metal Conduit and Tubing:
 - a. Alflex Corp.
 - b. Anamet, Inc.; Anaconda Metal Hose.
 - c. Anixter Brothers, Inc.
 - d. Carol Cable Co., Inc.
 - e. Cole-Flex Corp.
 - f. Electri-Flex Co.
 - g. Flexcon, Inc.; Coleman Cable Systems, Inc.
 - h. Grinnell Co.; Allied Tube and Conduit Div.
 - i. Monogram Co.; AFC.
 - j. Spiraduct, Inc.
 - k. Triangle PWC, Inc.
 - l. Wheatland Tube Co.
 - 2. Nonmetallic Conduit and Tubing:
 - a. Anamet, Inc.; Anaconda Metal Hose.
 - b. Arnco Corp.
 - c. Breeze-Illinois, Inc.
 - d. Cantex Industries; Harsco Corp.
 - e. Certainteed Corp.; Pipe & Plastics Group.

- f. Cole-Flex Corp.
 - g. Condux International; Electrical Products.
 - h. Electri-Flex Co.
 - i. George-Ingraham Corp.
 - j. Hubbell, Inc.; Raco, Inc.
 - k. Lamson & Sessions; Carlon Electrical Products.
 - l. R&G Sloan Manufacturing Co., Inc.
 - m. Spiraduct, Inc.
 - n. Thomas & Betts Corp.
3. Conduit Bodies and Fittings:
- a. American Electric; Construction Materials Group.
 - b. Crouse-Hinds; Div. of Cooper Industries.
 - c. Emerson Electric Co.; Appleton Electric Co.
 - d. Hubbell, Inc.; Killark Electric Manufacturing Co.
 - e. Lamson & Sessions; Carlon Electrical Products.
 - f. O-Z/Gedney; Unit of General Signal.
 - g. Scott Fetzer Co.; Adalet-PLM.
 - h. Spring City Electrical Manufacturing Co.
4. Metal Wireways:
- a. Hoffman Engineering Co.
 - b. Keystone/Rees, Inc.
 - c. Square D Co.
- 2.2 METAL CONDUIT AND TUBING
- A. Rigid Steel Conduit: ANSI C80.1.
 - B. Rigid Aluminum Conduit: ANSI C80.5.
 - C. IMC: ANSI C80.6.
 - D. EMT and Fittings: ANSI C80.3.
 - 1. Fittings: Set-screw type.
 - E. Fittings: NEMA FB 1; compatible with conduit/tubing materials.
- 2.3 NONMETALLIC CONDUIT AND TUBING
- A. RNC: NEMA TC 2, Schedule 40 or 80 PVC.
 - B. RNC Fittings: NEMA TC 3; match to conduit or conduit/tubing type and material.
 - C. LFNC: UL 1660.
- 2.4 METAL WIREWAYS
- A. Material: Sheet metal sized and shaped as indicated.
 - 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. Select 1 of 4 paragraphs below.
 - E. Wireway Covers: Screw – cover type flanged-and-gasketed type.
 - F. Finish: Manufacturer's standard enamel finish.
- 2.5 OUTLET AND DEVICE BOXES
- A. Sheet Metal Boxes: NEMA OS 1.

- B. Edit paragraph below. Aluminum is also available and suitable for use with steel raceways.
 - C. Cast-Metal Boxes: NEMA FB 1, Type FD, cast box with gasketed cover.
- 2.6 PULL AND JUNCTION BOXES
- A. Small Sheet Metal Boxes: NEMA OS 1.
 - B. Cast-Metal Boxes: NEMA FB 1, cast aluminum with gasketed cover.
- 2.7 ENCLOSURES AND CABINETS
- A. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous hinge cover and flush latch.
 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 2. Nonmetallic Enclosures: Plastic, finished inside with radio-frequency-resistant paint.
 - B. Cabinets: NEMA 250, Type 1, galvanized steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel. Hinged door in front cover with flush latch and concealed hinge. Key latch to match panelboards. Include metal barriers to separate wiring of different systems and voltage, and include accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive raceways, boxes, enclosures, and cabinets for compliance with installation tolerances and other conditions affecting performance of raceway installation. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 WIRING METHODS

- A. Use a comprehensive wiring method schedule on Drawings or use this Article to specify where various raceway types are to be installed. Edit examples below, adding or deleting materials and methods to suit Project. Coordinate with Division 16 Section "Wires and Cables." Do not duplicate information on Drawings, in NFPA 70, or in other Division 16 Sections. List exceptions to stated requirements. Check code to avoid specifying uses not permitted.
- B. Outdoors: Use the following wiring methods:
 1. Exposed: Rigid steel.
 2. Concealed: Rigid steel.
 3. Underground, Single Run: RNC.
 4. Underground, Grouped: RNC.
 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 6. Boxes and Enclosures: NEMA 250, Type 3R .
- C. Indoors: Use the following wiring methods:
 1. Exposed: EMT.
 2. Concealed: EMT.
 3. Underground, Single Run: RNC.
 4. Underground, Grouped: RNC
 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC; except in wet or damp locations, use LFMC.
 6. Damp or Wet Locations: Rigid steel conduit.
 7. Boxes and Enclosures: NEMA 250, Type 1, except as follows:
 - a. Select 1 of 2 subparagraphs below and add other specific box and enclosure requirements to suit Project.
 - b. Damp or Wet Locations: NEMA 250, Type 4, stainless steel.

3.3 INSTALLATION

- A. Install raceways, boxes, enclosures, and cabinets as indicated, according to manufacturer's written instructions.
- B. Select paragraph above or below.
- C. Minimum Raceway Size: **3/4-inch trade size (DN21)**.
- D. Conceal conduit and EMT, unless otherwise indicated, within finished walls, ceilings, and floors.
- E. Keep raceways at least **6 inches (150 mm)** away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- F. Install raceways level and square and at proper elevations. Provide adequate headroom.
- G. Complete raceway installation before starting conductor installation.
- H. Support raceways as specified in Section "Basic Electrical Materials and Methods."
- I. Use temporary closures to prevent foreign matter from entering raceways.
- J. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portion of bends is not visible above the finished slab.
- K. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.
- L. Use raceway fittings compatible with raceways and suitable for use and location. For intermediate steel conduit, use threaded rigid steel conduit fittings, unless otherwise indicated.
- M. Run concealed raceways, with a minimum of bends, in the shortest practical distance considering the type of building construction and obstructions, unless otherwise indicated.
- N. Raceways Embedded in Slabs (Must be indicated on drawings to be embedded. Please notify Engineer if required but not shown): Install in middle third of slab thickness where practical, and leave at least **1-inch (25-mm)** concrete cover.
 - 1. Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement.
 - 2. Space raceways laterally to prevent voids in concrete.
 - 3. Run conduit larger than **1-inch trade size (DN27)** parallel to or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
 - 4. Transition from nonmetallic tubing to Schedule 80 nonmetallic conduit, rigid steel conduit, or IMC before rising above floor.
- O. Install exposed raceways parallel to or at right angles to nearby surfaces or structural members, and follow the surface contours as much as practical.
 - 1. Run parallel or banked raceways together, on common supports where practical.
 - 2. Make bends in parallel or banked runs from same centerline to make bends parallel. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.
- P. Join raceways with fittings designed and approved for the purpose and make joints tight.
 - 1. Make raceway terminations tight. Use bonding bushings or wedges at connections subject to vibration. Use bonding jumpers where joints cannot be made tight.
 - 2. Use insulating bushings to protect conductors.
- Q. Tighten set screws of threadless fittings with suitable tools.
- R. Terminations: Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against the box. Where terminations are not secure with 1 locknut, use 2 locknuts: 1 inside and 1 outside the box.

- S. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into the hub so the end bears against the wire protection shoulder. Where chase nipples are used, align raceways so the coupling is square to the box and tighten the chase nipple so no threads are exposed.
- T. Install pull wires in empty raceways. Use No. 14 AWG zinc-coated steel or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of the pull wire.
- U. Telephone and Signal System Raceways, 2-Inch Trade Size (DN53) and Smaller: In addition to the above requirements, install raceways in maximum lengths of 150 feet (45 m) and with a maximum of two 90-degree bends or equivalent. Separate lengths with pull or junction boxes where necessary to comply with these requirements.
- V. Delete paragraph below if not applicable.
- W. Install raceway sealing fittings according to manufacturer's written instructions. Locate fittings at suitable, approved, and accessible locations and fill them with UL-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 the boundaries of refrigerated spaces.
 2. Where otherwise required by NFPA 70.
- X. Stub-up Connections: Extend conduits through concrete floor for connection to freestanding equipment. Install with an adjustable top or coupling threaded inside for plugs set flush with the finished floor. Extend conductors to equipment with rigid steel conduit; FMC may be used 6 inches (150 mm) above the floor. Install screwdriver-operated, threaded flush plugs flush with floor for future equipment connections.
- Y. Flexible Connections: Use maximum of 6 feet (1830 mm) of flexible conduit for recessed and semirecessed lighting fixtures; for equipment subject to vibration, noise transmission, or movement; and for all motors. Use liquidtight flexible conduit in wet or damp locations. Install separate ground conductor across flexible connections.
- Z. Delete paragraph below if no high-frequency installation.
- AA. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in a nonmetallic sleeve.
- BB. Do not install aluminum conduits embedded in or in contact with concrete.
- CC. PVC Externally Coated, Rigid Steel Conduits: Use only fittings approved for use with that material. Patch all nicks and scrapes in PVC coating after installing conduits.
- DD. Surface Raceways: Install a separate, green, ground conductor in raceways from junction box supplying the raceways to receptacle or fixture ground terminals.
 1. Select each surface raceway outlet box, to which a lighting fixture is attached, of sufficient diameter to provide a seat for the fixture canopy.
 2. Where a surface raceway is used to supply a fluorescent lighting fixture having central-stem suspension with a backplate and a canopy (with or without extension ring), no separate outlet box is required.
 3. Provide surface metal raceway outlet box, and the backplate and canopy, at the feed-in location of each fluorescent lighting fixture having end-stem suspension.

4. Where a surface metal raceway extension is made from an existing outlet box on which a lighting fixture is installed, no additional surface-mounted outlet box is required. Provide a backplate slightly smaller than the fixture canopy.

EE. Set floor boxes level and adjust to finished floor surface.

FF. Select paragraph above for metal floor boxes and below for nonmetallic floor boxes.

GG. Set floor boxes level and trim after installation to fit flush to finished floor surface.

HH. Install hinged-cover enclosures and cabinets plumb. Support at each corner.

- II. NO PVC CONDUIT ALLOWED ABOVE THE CEILING OR IN THE A/C RETURN PLENUM. PROVIDE RIGID CONDUIT. Verify all MEP documents.

3.4 PROTECTION

A. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure coatings, finishes, and cabinets are without damage or deterioration at the 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.

3.5 CLEANING

A. On completion of installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finish, including chips, scratches, and abrasions.

END OF SECTION

SECTION 26 05 43

UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

PART1 -GENERAL

1.1 RELATED REQUIREMENTS

- A. The General Provisions, Supplemental General Provisions, Special Provisions and Specification sections, apply to work covered by this Section.

1.2 SCOPE OF WORK

- A. Provide labor, materials, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of all site electrical work.
- B. The site electrical work shall include, but not be limited to, the furnishing and installation of necessary materials and making arrangements for:
 - 1. The connection of electrical and telephone utilities.
 - 2. Underground conduit.

1.3 SUBMITTALS

- A. Submit product data and shop drawings in accordance with Section for products specified under PARTS 2 PRODUCTS.

1.4 REFERENCE STANDARDS

- A. National Electrical Code (NEC), Article 300
- B. Service installation standards of the serving utility company(s).

PART 2 - PRODUCTS

2.1 ELECTRICAL SERVICE

- A. Coordination: The location of the service entrance shall be coordinated with all other trades. Provide materials and equipment required to connect the electrical service. Contractor shall coordinate with the Power Company for all requirements prior to bid date. Contractor shall include all cost to for Utility Company to extend service to project site bid.
- B. Materials: Provide materials in accordance with other Sections of these Specifications.

2.2 COMMUNICATION SERVICE

- A. Coordination: The location of the telephone, cable, and internet service entrance shall be coordinated with all other trades. Provide materials and equipment required to connect the telephone, cable and internet services. Contractor shall coordinate with the Telephone , cable, and internet company for all requirements prior to bid date. Contractor is responsible to coordinate with utility companies.
- B. Materials: Provide materials in accordance with other sections of this specification.

PART 3 - EXECUTION

3.1 GENERAL

- A. Underground installation of more than one conduit shall be in a duct arrangement as indicated. All conduits shall be laid so joints are staggered. All bends and stub-ups shall be rigid steel.
- B. Pour a red colored concrete envelope 3" thick over utility service, emergency generator and

fire pump conduits. Where conduits cross a driveway, road or parking area, reinforcing rods shall be installed.

- C. Perform excavation, shoring, backfilling and concrete work in connection with electrical work in accordance with other sections of the Specifications.
- D. All conduit shall be sloped away from the building to negate water entering the building through the conduit system.

3.2 UTILITIES

- A. The locations, elevations and voltage of electrical lines and the location of the telephone lines included within the area of this work are indicated on the Drawings or in the Specifications in accordance with information received by the Architect/Engineer and Owner.
- B. The Contractor shall examine the site and shall verify, to his own satisfaction, the location and elevation of all utilities, and shall adequately inform himself as to their relation to the work.
- C. Existing utility lines not indicated but encountered during construction shall be protected, relocated or capped as directed by the Architect/Engineer. All precautions shall be exercised to prevent damage to existing lines not shown, but should work become necessary, it must be authorized prior to execution except in an emergency situation.
- D. Before beginning excavations of any nature whatsoever, the Contractor shall make an attempt to locate all underground utilities of every nature occurring within the bounds of the area to be excavated. Contractor is responsible to call 811 prior to any work. The Contractor shall then proceed with caution in his excavation work so that no utility shall be damaged with a resultant loss of service.
- E. Should a damage result to any utility through the Contractor's negligence or failure to comply with the above directive, he shall be liable for such damage and for all expense incurred in the expeditious repair or replacement of such damaged utilities.
- F. Repair of damaged utilities shall be to a condition equal to or better than the adjacent undamaged portion of such utility and to the complete satisfaction of the Architect/Engineer and Owner.

END OF SECTION

SECTION 26 05 53

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

- A. The General Provisions, Supplemental General Provisions, Special Provisions and Specification sections, apply to work covered by this Section.
- B. Comply with ELECTRICAL Sections, as applicable. Refer to other sections for coordination of work.

1.2 SCOPE OF WORK

- A. Provide labor, material, equipment, tools and services, and perform operations required for, and reasons for, the work.
- B. Provide electrical identification for the following:
 - 1. Panelboards, motor starters, contactors, disconnect switches, circuit breakers and other electrical equipment with nameplate identifying the item of equipment and the equipment serving the same.
 - 2. Raceways, junction boxes and pull boxes.
 - 3. Label each panelboard index indicating the room #s to the related circuit. Also add the index sheet in a laminated white core, plastic with beveled edges, minimum 1/16 inch thick. Lettering shall be machine-engraved, not less than 1/4" high, cut through the black or red surface to the white core.
 - 4. Wiring devices.
 - 5. Wiring.
 - 6. Three phase motor rotation.

1.3 SUBMITTALS

- A. Submit product data in accordance with Section for products specified under PART 2 - PRODUCTS.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Brady
- B. Panduit
- C. Thomas & Betts
- D. Seton

2.2 IDENTIFICATION

- E. A. Nameplates
 - 1. Nameplates shall be black engraved surface on white core for normal power circuits and red engraved surface on white core for emergency power circuits.
 - 2. Provide for each distribution panelboard, branch circuit panelboard, transformer and any other similar equipment furnished under this section identification as to its given name, voltage and origination of service. Examples are as follows:

'LR1'

'LR2'

SECTION 26 05 73.13

SHORT-CIRCUIT STUDIES

1.1 SUMMARY

- A. Section includes a computer-based, short-circuit study to determine the minimum required short-circuit ratings for all electrical equipment.

1.2 DEFINITIONS

- A. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed and salvaged, or removed and reinstalled. Existing to remain items shall remain functional throughout the construction period.
- B. One-Line Diagram: A diagram that shows, by means of single lines and graphic symbols, the course of an electric circuit or system of circuits and the component devices or parts used therein.
- C. Power System Analysis Software Developer: An entity that commercially develops, maintains, and distributes computer software used for power system studies.
- D. Power Systems Analysis Specialist: Professional or qualified engineer in charge of performing the study and documenting recommendations.
- E. Protective Device: A device that senses when an abnormal current flow exists and then removes the affected portion of the circuit from the system.
- F. SCCR: Short-circuit current rating.
- G. Service: The conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served.
- H. Single-Line Diagram: See "One-Line Diagram."

1.3 ACTION SUBMITTALS

- A. Product Data:
 - 1. Submit information on computer software program to be used for studies.
 - 2. Submit the following after the approval of system submittals. Submittals **[shall]** **[may]** be in digital form.
 - a. Short-circuit study input data, including completed computer program input data sheets.

- b. Short-circuit study and equipment duty evaluation report; signed and dated by a professional or qualified engineer.
 - 1) Submit study report for action prior to receiving final approval of distribution equipment submittals. If completion of studies will cause delay in equipment manufacturing, obtain approval from Owner for preliminary submittal of sufficient accuracy to ensure that selection of devices and associated characteristics is satisfactory. All assumptions made in a preliminary submittal shall be clearly identified.
 - 2) Revised one-line diagram, reflecting any discrepancies noted or updates required based on data collected for the study.
 - 3) Study report shall include documentation of all equipment data used in the short-circuit and equipment duty analysis.
 - 4) Study shall include a detailed listing of any electrical equipment found to be underrated for the calculated fault duty.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data:

- 1. For Power Systems Analysis Software.
- 2. For Power System Analysis Specialist.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data:

- 1. Final Short-Circuit Study Report:
 - a. Final one-line diagram.
 - b. Final Equipment Duty Report.
 - c. Short-circuit study data files.
 - d. Power system data.
 - e. Software data file in electronic format compatible with the software version used in the study.
 - f. Software library data used for the study.

1.6 QUALITY ASSURANCE

- A. Study shall be performed using commercially developed and distributed electrical power system analysis software.
- B. Software algorithms and methodology shall comply with requirements of applicable standards and guides specified in this Section.
- C. Manual calculations are unacceptable.

1. Power System Analysis Software Qualifications: Computer program shall be designed to perform ANSI and IEC based short-circuit studies or have a function, component, or add-on module designed to perform short-circuit studies.
- D. Power Systems Analysis Specialist Qualifications: Professional Engineer licensed in the state where Project is located. All elements of the study shall be performed under the direct supervision and control of this Professional Engineer.
- E. Short-Circuit Study Certification: Short-Circuit Study Report shall be signed by Power Systems Analysis Specialist.

PART 2 - PRODUCTS

2.1 POWER SYSTEM ANALYSIS SOFTWARE DEVELOPERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide EasyPower, LLC software with ANSI ShortCircuit, IEC ShortCircuit, Scenario Manager, SmartDuty and SmartBreaker or comparable product by one of the following:
 1. CGI CYME.
 2. Power Analytics, Corporation.
 3. <Insert manufacturer's name>.
- B. Comply with IEEE 399 and IEEE 551.
 1. Analytical features of power systems analysis software program shall have capability as listed in IEEE 399.
- C. Computer software program shall be capable of plotting and diagramming time-current-characteristic curves as part of its output.

2.2 SHORT-CIRCUIT STUDY REPORT CONTENTS

- A. Executive summary of study findings.
- B. Detailed list of all electrical equipment found to be underrated for the available short-circuit current.
- C. Recommendations for resolving any issues found with underrated equipment.
- D. Study descriptions, purpose, basis, and scope. Include case descriptions, definition of terms, and guide for interpretation of results.
- E. One-line diagram of modeled power system, indicating the following:
 1. Protective device designations and ampere ratings.
 2. Conductor types, sizes, and lengths.

3. Transformer size and impedance.
 4. Motor and generator designations and ratings.
 5. Switchgear, switchboard, motor-control center, and panelboard designations and ratings.
 6. Any revisions to electrical equipment required by the study.
- F. Protective Device Evaluation:
1. Evaluate equipment and protective devices and compare to available short-circuit currents. Verify that equipment short-circuit ratings exceed available short-circuit current based on the applicable standards.
 2. Tabulations of circuit breaker, fuse, and other protective device short-circuit ratings versus calculated short-circuit duties.
 3. For 600-V overcurrent protective devices, ensure that interrupting ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.
- G. Short-Circuit Study Input Data:
1. One-line diagram of system being studied.
 2. Utility or incoming power short-circuit data.
 3. Manufacturer, model, and short-circuit rating of protective devices.
 4. Conductors.
 5. Transformer data.
- H. Short-Circuit Study Output Reports:
1. Low-Voltage Fault Report: Three-phase and single line to ground fault calculations, indicating the following for each overcurrent device location:
 - a. Voltage.
 - b. Calculated fault-current magnitude and angle.
 - c. Fault-point X/R ratio.
 - d. Multiplying factor.
 2. High-Voltage Momentary Short-Circuit Report: Three-phase and single line to ground fault calculations, indicating the following for each equipment location:
 - a. Voltage.
 - b. Calculated symmetrical fault-current magnitude and angle.
 - c. Fault-point X/R ratio.
 - d. Calculated asymmetrical fault currents:
 - 1) Based on fault-point X/R ratio.
 - 2) Based on calculated symmetrical value multiplied by 2.6.
 3. High-Voltage Interrupting Short-Circuit Report: Three-phase and single line to ground fault calculations, indicating the following for each equipment location:
 - a. Voltage.

- b. Calculated symmetrical fault-current magnitude and angle.
 - c. Fault-point X/R ratio.
 - d. No AC Decrement (NACD) ratio.
4. Equipment Duty Report: For each protective device, indicate short-circuit ratings and calculated equipment duty for both ½ cycle and interrupting ratings as applicable. Calculated duty must automatically take into account any necessary derating factor due to the system X/R ratio and based on the actual maximum fault current through each device rather than the total bus fault current. All calculations to be based on the specific applicable test standards for each device such that no further interpretation of the results is necessary.

PART 3 - EXECUTION

3.1 POWER SYSTEM DATA

- A. Obtain all data necessary for conduct of the study.
1. Verify completeness of data supplied on one-line diagram. Call any discrepancies to Owner's attention.
 2. For equipment included as Work of this Project, use characteristics submitted under provisions of action submittals and information submittals for this Project.
 3. For **[equipment that] [relocated equipment and that which]** is existing to remain, obtain required electrical distribution system data by field investigation and surveys, conducted by qualified technicians and engineers.
- B. Gather and tabulate the required input data to support the short-circuit study. Comply with requirements in Section 017839 "Project Record Documents" for recording circuit protective device characteristics. Record data on a Record Document copy of one-line diagram. Comply with recommendations in IEEE 551 as to the amount of detail that is required to be acquired in the field. Field data gathering shall be under direct supervision and control of the engineer in charge of performing the study, and shall be by the engineer or their representative. Data must include, but not be limited to, the following:
1. Product Data for Project's overcurrent protective devices. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.
 2. Obtain electrical power utility impedance at each service from the serving utility.
 3. For transformers, include kVA ratings, primary and secondary voltages, connection type, impedance, X/R ratio, taps measured in percent, and phase shift.
 4. For reactors, provide manufacturer and model designation, voltage rating, and impedance.
 5. For circuit breakers and fuses, provide manufacturer and model designation. List type of breaker, type of trip, SCCR, current rating, and breaker settings.
 6. Generator short-circuit current contribution data, including short-circuit reactance, rated kVA, rated voltage, and X/R ratio.

7. Busway manufacturer and model designation, current rating, impedance, lengths, and conductor material.
8. Motor horsepower and NEMA MG 1 code letter designation.
9. Conductor sizes, lengths, number, conductor material and conduit material (magnetic or nonmagnetic).

3.2 SHORT-CIRCUIT STUDY

- A. Perform study following the general study procedures contained in IEEE 399.
- B. Calculate short-circuit currents in accordance with IEEE 551.
- C. Base study on device characteristics supplied by device manufacturer.
- D. Extent of electrical power system to be studied is indicated on Drawings.
- E. Begin the scope of the short-circuit current and equipment duty analysis at the service, extending down to system overcurrent protective devices as follows:
 1. Down to and including all three-phase panelboards at voltages 208 V ac or higher.
 2. **<Insert description>**.
- F. For systems with multiple sources or multiple operating conditions, evaluate short-circuit and equipment duty for multiple scenarios as necessary to determine the maximum short-circuit current at each location.
- G. Analysis software must factor in ac fault-current decay from induction motors, synchronous motors, and asynchronous generators and apply this to the short-circuit and equipment duty calculations as recommended by applicable standards. Also account for the fault-current dc decrement to address asymmetrical current ratings of applicable electrical equipment and components.
- H. Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault and a single line-to-ground fault at each equipment indicated on one-line diagram.
- I. Equipment duty report must clearly indicate any protective device that is being applied outside its short-circuit rating.
- J. For any equipment found to be underrated, the report shall include recommendations for resolving this deficiency.

END OF SECTION 260573.13

SECTION 26 05 73.19

ARC-FLASH HAZARD ANALYSIS

1.1 SUMMARY

- A. Section includes a computer-based, arc-flash study to determine the arc-flash hazard boundary distance and the incident energy to which personnel could be exposed during work on or near energized electrical equipment.

1.2 DEFINITIONS

- A. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.
- B. One-Line Diagram: A diagram that shows, by means of single lines and graphic symbols, the course of an electric circuit or system of circuits and the component devices or parts used therein.
- C. Power System Analysis Software Developer: An entity that commercially develops, maintains, and distributes computer software used for power system studies.
- D. Power Systems Analysis Specialist: Professional engineer in charge of performing the study and documenting recommendations, licensed in the state where Project is located.
- E. Protective Device: A device that senses when an abnormal current flow exists and then removes the affected portion from the system.
- F. SCCR: Short-circuit current rating.
- G. Service: The conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served.
- H. Single-Line Diagram: See "One-Line Diagram."

1.3 ACTION SUBMITTALS

- A. Product Data: Submit information regarding computer software program to be used for studies.
- B. Study Submittals: Submit the following submittals after the approval of system protective devices submittals. Submittals shall be in digital form:
 - 1. Arc-flash study report; signed, dated, and sealed by Power Systems Analysis Specialist.

2. Submit study report for action prior to receiving final approval of distribution equipment submittals. If formal completion of studies will cause delay in equipment manufacturing, obtain approval from Architect for preliminary submittal of sufficient study data to ensure that selection of devices and associated characteristics is satisfactory.
3. Exported data from computer-based, one-line diagram detailing the system data used for the arc-flash calculations, provided in .csv or Microsoft Excel format.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data:
 1. For Power Systems Analysis Software Developer.
 2. For Power System Analysis Specialist.
- B. Product Certificates: For arc-flash hazard analysis software, certifying compliance with IEEE 1584 and NFPA 70E.

1.5 CLOSEOUT SUBMITTALS

- A. Arc-Flash Hazard Analysis:
 1. Provide final arc-flash hazard analysis report in hard copy and digital format.
 2. Provide digital file containing electrical system model in a format consistent with power system analysis software used to perform study.
 3. Provide library files for power system analysis software used to perform study.

1.6 QUALITY ASSURANCE

- A. Study shall be performed using commercially developed and distributed software designed specifically for power system analysis.
- B. Software algorithms shall comply with requirements of standards and guides specified in this Section.
- C. Manual calculations are unacceptable.
- D. Power System Analysis Software Qualifications: An entity that owns and markets computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.
 1. Computer program shall be designed to perform arc-flash analysis.
- E. Power Systems Analysis Specialist Qualifications: Professional or qualified engineer in charge of performing the arc-flash study, analyzing the arc-flash results, and documenting

recommendations, licensed in the state where Project is located. All elements of the study shall be performed under the direct supervision and control of this professional or qualified engineer.

- F. Arc-Flash Study Certification: Arc-Flash Study Report shall be signed and sealed by Power Systems Analysis Specialist.

PART 2 - PRODUCTS

2.1 COMPUTER SOFTWARE DEVELOPERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide software developed and sold by EasyPower software with ANSI ShortCircuit, ArcFlash, PowerProtector, Scenario Manager, SmartDuty and SmartBreaker or comparable product by one of the following:
 - 1. CGI CYME.
 - 2. Power Analytics, Corporation.
- B. Software must provide results consistent with the requirements of the latest versions of IEEE 1584 and NFPA 70E.
- C. Software capable of creation and storage of unlimited number of operating scenarios. All scenarios stored in the same project model file. System changes made to the base case automatically propagated to each operating scenario.

2.2 ARC-FLASH STUDY REPORT CONTENT

- A. Executive summary of study findings.
- B. Study descriptions, purpose, basis, and scope. Include case descriptions, definition of terms, and guide for interpretation of results.
- C. One-line diagram, indicating the following:
 - 1. Protective device designations, locations, and ampere ratings.
 - 2. Conductor types, sizes, and lengths.
 - 3. Transformer kilovolt ampere (kVA) and voltage ratings.
 - 4. Motor and generator ratings.
 - 5. Switchgear, switchboard, motor-control center, and panelboard designations.
 - 6. Utility sources.
- D. Study Input Data: As described in "Power System Data" Article.
- E. Equipment Duty Report: As specified in Section 260573.13 "Short-Circuit Studies."

- F. Data on all protective devices; manufacturers, types, sizes and adjustable settings that were used for the arc-flash calculations.
- G. List of protective devices found to be inoperable or with signs of impending failure. These devices must be clearly listed and excluded from use in determination of the arc time.
- H. Equipment Duty Study: Report to verify that all protective devices have adequate short-circuit ratings to interrupt the calculated maximum short-circuit current.
- I. Arc-Flash Study Calculations and Output Reports:
 - 1. Arcing fault magnitude.
 - 2. Protective device clearing time.
 - 3. Duration of arc.
 - 4. Arc-flash boundary.
 - 5. Restricted approach boundary.
 - 6. Limited approach boundary.
 - 7. Working distance.
 - 8. Incident energy.
- J. Arc-Flash Study input data, scenario descriptions, and arc-flash calculations including a definition of terms and guide for interpretation of the arc-flash hazard report. Study input data must be provided in electronic form as .csv or Excel files.

2.3 ARC-FLASH WARNING LABELS

- A. Provide a weatherproof, self-adhesive equipment label for each location requiring arc-flash hazard identification.
 - 1. Minimum Size: 6 inches (150 mm) wide by 4 inches (100 mm) high.
 - 2. Sample label submitted for review prior to printing of actual labels.
- B. Content: Orange header with the wording, "WARNING, ARC-FLASH HAZARD, Arc-Flash and Shock Risk Assessment, Appropriate PPE Required." and the following information taken directly from the arc-flash hazard analysis:
 - 1. Equipment ID.
 - 2. Nominal voltage.
 - 3. Protection boundaries.
 - a. Arc-flash boundary.
 - b. Restricted approach boundary.
 - c. Limited approach boundary.
 - 4. Available incident energy.
 - 5. Working distance.
 - 6. Engineering report number, revision number, and issue date.

- C. Completely machine printed, no field-applied markings.
- D. Compliance: NFPA 70E.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine Project electrical equipment submittals. Proceed with arc-flash study only after relevant equipment submittals have been assembled. Overcurrent protective devices that have not been submitted and approved prior to arc-flash study may not be used in study. The report shall clearly state any assumptions that were necessary to complete the analysis.

3.2 ARC-FLASH HAZARD ANALYSIS

- A. Comply with the latest versions of NFPA 70E for the arc-flash hazard analysis study.
- B. Study all operating scenarios to determine the maximum incident energy at each location.
- C. Submit proposed arc-flash analysis scenarios for review prior to performing arc-flash calculations. Arc-flash hazard analysis report shall indicate which scenario created the maximum arc-flash energy for each location. All arc-flash calculations must be performed in accordance with the procedures and recommendations contained in the latest version of IEEE 1584. Calculate the arc-flash hazard boundary and incident energy at all locations in electrical distribution system where personnel could service or examine equipment while energized.
- D. Include all three-phase medium- and low-voltage equipment locations.
- E. Calculate the limited and restricted approach boundaries for each location.
- F. Incident energy calculations shall consider the accumulation of energy over time when performing arc-flash calculations on buses with multiple sources or fault current that changes with time during the fault. Iterative calculations shall take into account the changing current contributions, as the sources are interrupted or decremented with time. Fault contribution from motors and generators shall be decremented based on the recommendations in IEEE 399 and ANSI C37 where applicable.
- G. Arc-flash energy shall generally be reported for the maximum of line or load side of a circuit breaker. However, arc-flash computation shall be performed and reported for both line and load side of a circuit breaker as follows:
 - 1. When the circuit breaker is in a separate enclosure.
 - 2. When the line terminals of the circuit breaker are separate from the work location.

- H. Base arc-flash calculations on the time-current curve or operating time of the fastest upstream device using the predicted arcing current through that device. For medium-voltage circuit breakers, the breaker interrupting time must be automatically added to the relay operating time. Based on the recommendations in IEEE 1584 and sound engineering judgment, a maximum arc time of two seconds can be applied for situations where the protective device operating time is found to exceed two seconds.

3.3 POWER SYSTEM DATA

- A. Obtain all data necessary for conduct of the arc-flash hazard analysis.
 - 1. Verify completeness of data supplied on one-line diagram on Drawings. Call any discrepancies or missing information to Owner's attention.
 - 2. For new equipment, use characteristics from approved submittals under provisions of action submittals and information submittals for this Project.
 - 3. For existing equipment, whether or not relocated, obtain required electrical distribution system data by field investigation and surveys conducted by qualified technicians and engineers.

- B. Electrical Survey Data: Gather and tabulate the following input data to support study. Comply with recommendations in IEEE 1584 and NFPA 70E as to the amount of detail that is required to be acquired in the field. Field data gathering shall be under the direct supervision and control of the engineer in charge of performing the study, and shall be by the engineer. Data shall include, but are not limited to, the following:
 - 1. Product Data for overcurrent protective devices specified in other Sections and involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.
 - 2. Obtain electrical power utility impedance or available short-circuit current at each service.
 - 3. Short-circuit current at each system bus (three phase and line to ground).
 - 4. Voltage level at each bus.
 - 5. For transformers, include kVA, primary and secondary voltages, connection type, impedance, X/R ratio if available, tap settings, and phase shift.
 - 6. For reactors, provide manufacturer and model designation, voltage rating and impedance.
 - 7. For circuit breakers and fuses, provide manufacturer and model designation. List type of breaker, type of trip and available range of settings, short-circuit rating, continuous current rating, and settings for all adjustable settings.
 - 8. Generator short-circuit current contribution data, including short-circuit reactance, rated kVA, rated voltage, and X/R ratio.
 - 9. For relays, provide manufacturer and model designation, current transformer ratios, potential transformer ratios, and relay settings.

10. Busway manufacturer and model designation, current rating, impedance, lengths, size, and conductor material.
11. Motor horsepower.
12. Low-voltage conductor sizes, lengths, number, conductor material, and conduit material.
13. Medium-voltage conductor sizes, lengths, conductor material, conductor construction and metallic shield performance parameters, and conduit material.

3.4 LABELING

- A. Apply one arc-flash label on the front cover of each section of the equipment and on side or rear covers with accessible live parts and hinged doors or removable plates for each equipment included in the study. Base arc-flash label data on highest values calculated at each location.
- B. Each piece of equipment listed below shall have an arc-flash label applied to it:
 1. Motor-control center.
 2. Low-voltage switchboard.
 3. Switchgear.
 4. Medium-voltage switch.
 5. Low voltage transformers.
 6. Panelboard.
 7. Safety switch.
 8. Fused disconnect switch.
 9. Enclosed circuit breaker.
 10. Adjustable frequency drive.
 11. Control panel.

3.5 APPLICATION OF WARNING LABELS

- A. Install arc-flash warning labels under the direct supervision and control of Power System Analysis Specialist.

3.6 DEMONSTRATION

- A. Engage Power Systems Analysis Specialist to train Owner's maintenance personnel in potential arc-flash hazards associated with working on energized equipment and the interpretation of arc-flash warning labels.

END OF SECTION

SECTION 26 24 16

PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes load centers and panelboards, overcurrent protective devices, and associated auxiliary equipment rated 600 V and less for the following types:
 - 1. Edit panelboards below to suit Project.
 - 2. Lighting and appliance branch-circuit panelboards.
 - 3. Distribution panelboards.
- B. Related Sections include the following:
 - 1. List below only products, construction, and equipment that the reader might expect to find in this Section but are specified elsewhere.
 - 2. Retain subparagraph below if Project includes fusible panelboards.
 - 3. Section "Fuses."

1.3 DEFINITIONS

- A. Retain abbreviations that remain after this Section has been edited.
- B. EMI: Electromagnetic interference.
- C. GFCI: Ground-fault circuit interrupter.
- D. RFI: Radio-frequency interference.
- E. RMS: Root mean square.
- F. SPDT: Single pole, double throw.
- G. TVSS: Transient voltage surge suppressor.

1.4 SUBMITTALS

- A. Product Data: For each type of panelboard, overcurrent protective device, TVSS device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop Drawings: For each panelboard and related equipment.
 - 1. Dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings. Include the following:
 - a. Enclosure types and details for types other than NEMA 250, Type 1.
 - b. Bus configuration, current, and voltage ratings.
 - c. Short-circuit current rating of panelboards and overcurrent protective devices.
 - d. Delete subparagraph below if series rating of overcurrent protective devices is not used.
 - e. UL listing for series rating of installed devices.

- f. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
- 2. Wiring Diagrams: Diagram power, signal, and control wiring and differentiate between manufacturer-installed and field-installed wiring.
- C. Delete paragraph below if independent testing agency is not used.
- D. Qualification Data: Submit data for testing agencies indicating that they comply with qualifications specified in "Quality Assurance" Article.
- E. Field Test Reports: Submit written test reports and include the following:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.
 - 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- F. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.
- G. Maintenance Data: For panelboards and components to include in maintenance manuals specified in other sections. In addition to requirements specified in Section "Contract Closeout," 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.

1.5 QUALITY ASSURANCE

- A. Retain paragraph and subparagraph below if Contractor or manufacturer selects testing agency.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NEMA PB 1.
- D. Comply with NFPA 70.

1.6 COORDINATION

- A. Edit below to delete or add types of equipment that affect panelboard installation.
- B. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, and encumbrances to workspace clearance requirements.

1.7 EXTRA MATERIALS

- A. Extra materials may not be allowed for publicly funded projects. Revise quantity below to suit Project.
- B. Keys: [SIX] 6 spares of each type of panelboard cabinet lock.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Retain above for nonproprietary or below for semiproprietary Specification. Refer to Division 1 Section "Materials and Equipment."
- C. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Lists below are examples only. Retain or insert only those manufacturers whose products correspond with other requirements and whose availability and suitability for the application have been verified.
 - 2. Panelboards, Overcurrent Protective Devices, Controllers, Contactors, and Accessories:
 - a. Eaton
 - b. Square D Co.

c. General Electric

2.2 FABRICATION AND FEATURES

- A. Enclosures: Flush- and surface-mounted cabinets. NEMA PB 1, Type 1, to meet environmental conditions at installed location.
 - 1. Delete items below if not applicable. Add other Project-specific requirements.
 - 2. Outdoor Locations: NEMA 250, Type 3R.
 - 3. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
 - 4. Enclosures in hazardous locations must be carefully selected to meet the division and group listing of the environment.
 - 5. Hazardous Areas Indicated on Drawings: NEMA 250, Type 7C.
- B. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.
- C. Retain paragraph above or below.
- D. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.
- E. Finish: Manufacturer's standard enamel finish over corrosion-resistant treatment or primer coat.
- F. Directory Card: With transparent protective cover, mounted inside metal frame, inside panelboard door.
- G. Bus: Hard-drawn copper, 98 percent conductivity.
- H. Main and Neutral Lugs: Copper mechanical type suitable for use with conductor material.
- I. Ten paragraphs below are special features. Add other required features and coordinate with Drawings.
- J. Equipment Ground Bus: Copper and adequate for feeder and branch-circuit equipment ground conductors; bonded to box.
- K. Delete paragraph below except for panelboards incorporating one or more main service disconnect switches. Edit to suit Project.
- L. Service Equipment Label: UL labeled for use as service equipment for panelboards with main service disconnect switches.
- M. Delete paragraph below if future provisions are not required.
- N. Isolated Equipment Ground Bus: Copper and adequate for branch-circuit equipment ground conductors; insulated from box.
- O. Extra-Capacity Neutral Bus: Copper neutral bus rated 200 percent of phase bus and UL listed as suitable for nonlinear loads.
- P. Split Bus: Vertical buses divided into individual vertical sections.
- Q. Skirt for Surface-Mounted Panelboards: Same gage and finish as panelboard front with flanges for attachment to panelboard, wall, and ceiling or floor.
- R. Gutter Barrier: Arrange to isolate individual panel sections.
- S. Column-Type Panelboards: Narrow gutter extension, with cover, to overhead junction box equipped with ground and neutral terminal buses.
- T. Feed-through Lugs: Copper mechanical type suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.

2.3 PANELBOARD SHORT-CIRCUIT RATING

- A. Select one of two paragraphs below for series-rated system or system that has panelboards and circuit breakers rated for full value of short-circuit current available at location of equipment. Edit to suit Project and coordinate with Drawings.
- B. Fully rated to interrupt symmetrical short-circuit current available at terminals.

2.4 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Branch Overcurrent Protective Devices: Plug-in or bolt on circuit breakers, replaceable without disturbing adjacent units.
- B. Coordinate below with Drawings.
- C. Doors: Front mounted with concealed hinges; secured with flush latch with tumbler lock; keyed alike.

2.5 DISTRIBUTION PANELBOARDS

- A. Edit three paragraphs and associated subparagraphs below to suit Project. Coordinate with Drawings.
- B. Doors: Front mounted, except omit in fused-switch panelboards; secured with vault-type latch with tumbler lock; keyed alike.
- C. Main Overcurrent Protective Devices: Circuit breaker.
- D. Branch overcurrent protective devices shall be one of the following:
 - 1. For Circuit-Breaker Frame Sizes 125 A and Smaller: Plug-in or Bolt-on circuit breakers.
 - 2. For Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers; plug-in circuit breakers where individual positive-locking device requires mechanical release for removal.

2.6 OVERCURRENT PROTECTIVE DEVICES

- A. Edit three paragraphs and associated subparagraphs below to suit Project. Coordinate with schedules and Drawings.
- B. Molded-Case Circuit Breaker: NEMA AB 1, with interrupting capacity to meet available fault currents.
 - 1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
 - 2. Electronic Trip Unit Circuit Breakers: RMS sensing; field-replaceable rating plug; with the following field-adjustable settings:
 - a. Instantaneous trip.
 - b. Long- and short-time pickup levels.
 - c. Long- and short-time time adjustments.
 - d. Ground-fault pickup level, time delay, and I^2t response.
 - 3. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.
 - 4. Integrally Fused Circuit Breakers: Thermal-magnetic trip element with integral limiter-style fuse listed for use with circuit breaker; trip activation on fuse opening or on opening of fuse compartment door.
 - 5. GFCI Circuit Breakers: Single- and two-pole configurations with [5] [30]-mA trip sensitivity.
- C. Molded-Case Circuit-Breaker Features and Accessories. Standard frame sizes, trip ratings, and number of poles.
 - 1. Lugs: Mechanical style, suitable for number, size, trip ratings, and material of conductors.
 - 2. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HACR for heating, air-conditioning, and refrigerating equipment.
 - 3. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
- D. Fused Switch: NEMA KS 1, Type HD; clips to accommodate specified fuses; lockable handle.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install panelboards and accessories according to NEMA PB 1.1.

- B. Mounting Heights: Top of trim 74 inches (1880 mm) above finished floor, unless otherwise indicated.
- C. Mounting: Plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish.
- D. Revise paragraph below if "Balancing Loads" Paragraph is deleted from "Field Quality Control" Article below.
- E. Circuit Directory: Create a directory to indicate installed circuit loads after balancing panelboard loads. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.
- F. Install filler plates in unused spaces.
- G. Revise below if "Balancing Loads" Paragraph is deleted from "Field Quality Control" Article below.
- H. Wiring in Panelboard Gutters: Arrange conductors into groups and bundle and wrap with wire ties after completing load balancing.

3.2 IDENTIFICATION

- A. Select Division 16 Section "Basic Electrical Materials and Methods" for projects with simple requirements and Division 16 Section "Electrical Identification" for projects with complex requirements.
- B. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Section "Basic Electrical Materials and Methods" [Electrical Identification].
- C. Panelboard Nameplates: Label each panelboard with engraved metal or laminated-plastic nameplate mounted with corrosion-resistant screws.

3.3 CONNECTIONS

- A. Coordinate paragraphs below with Drawings.
- B. Install equipment grounding connections for panelboards with ground continuity to main electrical ground bus.
- C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 FIELD QUALITY CONTROL

- A. Prepare for acceptance tests as follows:
 - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- B. Testing: After installing panelboards and after electrical circuitry has been energized, demonstrate product capability and compliance with requirements.
 - 1. Procedures: Perform each visual and mechanical inspection and electrical test indicated in NETA ATS, Section 7.5 for switches and Section 7.6 for molded-case circuit breakers. Certify compliance with test parameters.
 - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
- C. Balancing Loads: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes as follows:
 - 1. Measure as directed during period of normal system loading.
 - 2. Perform load-balancing circuit changes outside normal occupancy/working schedule of the facility and at time directed. Avoid disrupting critical 24-hour services such as fax machines and on-line data-processing, computing, transmitting, and receiving equipment.

3. After circuit changes, recheck loads during normal load period. Record all load readings before and after changes and submit test records.
4. Tolerance: Difference exceeding 20 percent between phase loads, within a panelboard, is not acceptable. Rebalance and recheck as necessary to meet this minimum requirement.

3.5 ADJUSTING

- A. Set field-adjustable switches and circuit-breaker trip ranges.

3.6 CLEANING

- A. On completion of installation, inspect interior and exterior of panelboards. Remove paint splatters and other spots. Vacuum dirt and debris; do not use compressed air to assist in cleaning. Repair exposed surfaces to match original finish.

END OF SECTION

SECTION 26 28 13

FUSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Fuses.

1.3 SUBMITTALS

- A. Use this Article to convey basic design intent. Delete if Drawings show sufficient detail to clarify intent.
- B. General: Submit each item in this Article according to the Conditions of the Contract and Specification Sections.
- C. Product Data for each fuse type specified.
- D. Select above or below. Data listed in paragraph below are appropriate where selective coordination is necessary.
- E. Field test reports indicating and interpreting test results.
- F. Maintenance data for tripping devices to include in the operation and maintenance manual specified in other sections.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain fuses from one source and by a single manufacturer.
- B. Comply with NFPA 70 for components and installation.
- C. Listing and Labeling: Provide fuses specified in this Section that are listed and labeled.
 - 1. The Terms "Listed" and "Labeled": As defined in the National Electrical Code, Article 100.
 - 2. Subparagraph below is required by some Federal agencies.
 - 3. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" (NRTL) as defined in OSHA Regulation 1910.7.

1.5 EXTRA MATERIALS

- A. Extra materials may not be allowed for publicly funded projects.
- B. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
 - 1. Spare Fuses: Furnish quantity equal to 20 percent of each fuse type and size installed, but not less than 1 set of 3 of each type and size.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

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

- B. Retain above for nonproprietary or below for semiproprietary Specification. Refer to Division 1 Section "Materials and Equipment."
 - C. Manufacturers: Subject to compliance with requirements, provide fuses by one of the following:
 - 1. See Editing Instruction No. 1 in the Evaluations for cautions about naming products and manufacturers.
 - 2. Cooper Industries, Inc.; Bussmann Div.
 - 3. Eagle Electric Mfg. Co., Inc.
 - 4. Ferraz Corp.
 - 5. General Electric Co.; Wiring Devices Div.
 - 6. Gould Shawmut.
 - 7. Tracor, Inc.; Littelfuse, Inc. Subsidiary.
- 2.2 CARTRIDGE FUSES
- A. Characteristics: NEMA FU 1, nonrenewable cartridge fuse; class as specified or indicated; current rating as indicated; voltage rating consistent with circuit voltage.
- 2.3 SPARE FUSE CABINET
- A. Cabinet: Wall-mounted, 0.05-inch- (1.27-mm-) thick steel unit with full-length, recessed piano-hinged door with key-coded cam lock and pull.
 - 1. Size: Adequate for orderly storage of spare fuses specified with 15 percent spare capacity minimum.
 - 2. Finish: Gray, baked enamel.
 - 3. Identification: Stencil legend "SPARE FUSES" in 1-1/2-inch (40-mm) letters on door.
 - 4. Fuse Pullers: For each size fuse.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine utilization equipment nameplates and installation instructions to verify proper fuse locations, sizes, and characteristics.
- B. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 FUSE APPLICATIONS

- A. Select and edit paragraphs below. Add paragraphs as Project requires to specify fuse applications rather than show them on Drawings.
- B. Motor Branch Circuits: Class RK1, time delay.
- C. Other Branch Circuits: Class RK5, non-time delay.

3.3 INSTALLATION

- A. Install fuses in fusible devices as indicated. Arrange fuses so fuse ratings are readable without removing fuse.
- B. Install spare fuse cabinet where indicated.

3.4 IDENTIFICATION

- A. Install typewritten labels on inside door of each fused switch to indicate fuse replacement information.

END OF SECTION

SECTION 26 28 16.16

ENCLOSED SWITCHES

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

- A. The General Provisions, Supplemental General Provisions, Special Provisions and Specification sections, apply to work covered by this Section.

1.2 SCOPE OF WORK

- A. Provide labor, materials, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of disconnect switches, including all related systems and accessories.

1.3 SUBMITTALS

- A. Submit product data and shop drawings in accordance with other Sections for products specified under PART 2 - PRODUCTS.
- B. Provide outline drawings with dimensions, and equipment ratings for voltage, amperage, horsepower and short circuit.
- C. Provide designations for each disconnect. RE: to section 16075.

1.4 REFERENCE STANDARDS

- A. Switches shall be manufactured in accordance with the following standards:
 - 1. UL 98 - Enclosed and Dead Front Switches
 - 2. NEMA KS1 - Enclosed Switches
 - 3. NEMA 250 - Enclosures for Electrical Equipment

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Eaton
- B. Square D Co.
- C. General Electric

2.2 GENERAL

- A. Switches shall be heavy duty type.

2.3 SWITCH INTERIOR

- A. Switches shall have switch blades which are visible when the switch is OFF and the cover is open.
- D. Lugs shall be copper and front removable and UL listed for 60°C or 75°C conductors 30-100 ampere, 75°C conductors 200 ampere and up.
- E. Current carrying parts shall be plated to resist corrosion.
- F. Switches shall have removable arc suppressor to facilitate easy access to line side lugs.
- G. Switches shall have provisions for a field installable electrical interlock.

2.4 SWITCH MECHANISM

- A. Switch operating mechanism shall be quick-make, quick-break such that, during normal operation of the switch, the operation of the contacts shall not be capable of being restrained by the operating handle after the closing or opening action of the contacts has started.
- B. The operating handle shall be an integral part of the box, not the cover.

- C. Provisions for padlocking the switch in the OFF position with at least three padlocks shall be provided.
- D. The handle position shall travel at least 90° between OFF and ON positions to clearly distinguish and indicate handle position.
- E. Switches shall have a dual cover interlock mechanism to prevent unintentional opening of the switch cover when the switch is ON and prevent turning the switch ON when the cover is open. The cover interlock mechanism shall have an externally operated override but the override shall not permanently disable the interlock mechanism. The tool used to override the cover interlock mechanism shall not be required to enter the enclosure in order to override the interlock.

2.5 SWITCH ENCLOSURES

- A. Switch covers shall be attached with welded pin-type hinges (Type 1) or top-hinged, attached with removable screws and securable in the open position (Type 3R).
- B. The enclosure shall be finished with gray baked enamel paint which is electrodeposited on cleaned, phosphate pre-treated steel (Type 1) or gray baked enamel paint which is electrodeposited on cleaned, phosphate pre-treated galvanized steel (Type 3R).
- C. The enclosure shall have ON and OFF markings stamped into the cover.
- D. The operating handle shall be provided with a dual colored, red/black position indication.
- E. Switches shall have provisions to accept up to three 3/8" hasp padlocks to lock the operating handle in the OFF position.
- H. Tangential knockouts shall be provided to facilitate ease of conduit entry (Type 1).
- I. Type 3R enclosure shall contain no knockouts. Supply watertight hubs.
- J. Type 4x shall be stainless steel enclosure with no knockouts. Supply watertight hubs.

2.6 SWITCH RATINGS

- A. Switches shall be horsepower rated.
- B. The UL listed short circuit current rating of the switches shall be: 200,000 rms symmetrical amperes when used with or protected by Class R or Class J fuses 30-600 ampere employing appropriate fuse rejection schemes.

PART 3- EXECUTION

3.1 INSTALLATION

- D. Install disconnect switches where indicated shown or not shown.
- E. Install fuses in fusible disconnect switches.

END OF SECTION

SECTION 26 43 13

SURGE PROTECTIVE DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

- A. The General Provisions, Supplemental General Provisions, Special Provisions, apply to work covered by this Section.
- B. Comply with Electrical Sections, as applicable. Refer to other Sections for coordination of work.

1.2 SCOPE OF WORK

- A. Provide labor, material, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of a high-energy power conditioning surge protection device(s) at branch circuit panelboards where indicated on the Drawings. The device shall incorporate transient voltage surge suppression (TVSS) and high-frequency electrical line noise filtering. The device shall provide effective high energy transient voltage suppression, surge current diversion, high-frequency attenuation, and line stabilization in ANSI/IEEE C62.41-2002 environments connected downstream from the facility's main overcurrent protective device. The device shall be connected in parallel with the facility's wiring system.
- B. The device shall be installed as an integral part or external of the panelboard, switchboard.

1.3 SUBMITTALS

- A. Submit product data and shop drawings for products specified under PART 2 - PRODUCTS.
- B. Manufacturers' Product Data: Submit material specifications and installation data for products specified under PART 2 - PRODUCTS.
- C.
- D. Shop Drawings: Submit shop drawings to indicate information not fully described by the product data to indicate compliance with the contract documents.
 - 1 Include electrical characteristics and ratings for the specified equipment.
 - 2 Include wiring diagrams indicating the internal connections of the specified equipment within its enclosure.
 - 3 Drawings shall be provided indicating device dimensions, weights, mounting provisions, connection details and wiring diagrams.
 - 4 Documentation of the specified device UL 1449 3rd Edition voltage protection rating (VPR) and per mode surge current rating shall be included. All submittals without this documentation will be rejected.
 - 5 The manufacturer shall make available upon request certified documentation of applicable Location Category Testing in full compliance with ANSI/IEEE C62.41-1991 and ANSI/IEEE C62.45-1987 Guidelines.
- E. Record Drawings
 - 1 A complete set of manufacturers' product data and shop drawings indicating all post bid revisions and field changes.

1.4 QUALITY ASSURANCE

- A. Industry Reference Standards and Publications: The device shall be designed, manufactured, tested and installed in compliance with the latest editions of:
 - 1 American National Standards Institute (ANSI) and Institute of Electrical and Electronic Engineers (ANSI/IEEE C62.41-2002 and C62.45-2002)

- 2 Federal Information Processing Standards Publication 94 (FIPS PUB 94)
 - 3 National Electrical Manufacturers Association (NEMA LS-1)
 - 4 National Fire Protection Association (NFPA 70, National Electrical Code (NEC), 75 and 78)
 - 5 Underwriters Laboratories UL 1449 Standard for Transient Voltage Surge Suppressors Surge Protection Devices and UL 1283 Standard for Electromagnetic Interference Filters.
- B. The device shall be UL listed under UL 1449 and UL 1283 complimentary listed.
 - C. The device shall be warranted against defects in material and/or workmanship and any failure or end-of-life event including lighting for a minimum of TEN (10) years from the date of shipment.
 - D.
 - E. The device shall be thoroughly factory-tested before shipment. Testing of the device shall include but not be limited to quality control checks, maximum continuous operating voltage (MCOV) check, and clamping voltage verification tests. The MCOV check shall consist of a minimum of one (1) hour burn-in at the applicable MCOV.
 - F.

1.5 SYSTEM DESCRIPTION

A. Environmental Requirements

- 1 Storage Temperature: Storage temperature range shall be -40° to +85° C (-40° to +185° F).
- 2 Operating Temperature: Operating temperature range shall be -40° to +60° C (-40° to 140° F).
- 3 Relative Humidity: Operation shall be reliable in an environment with 5% to 95% non-condensing relative humidity.
- 4 Operating Altitude: The device shall be capable of operation in an altitude of 0 - 12,000 feet above sea level.
- 5 Audible Noise: The device shall not generate any audible noise.
- 6 Magnetic Fields: No appreciable magnetic fields shall be generated. The device shall be capable of use directly in computer rooms in any location without danger to data storage systems or devices.
- 7 Electrical Requirements
- 8 Device Operating Voltage: The nominal operating voltage and configuration shall be that of the switchgear, distribution panel, sub or branch panelboard. Maximum Continuous Operating Voltage (MCOV): The allowable maximum continuous operating voltage of all suppression components utilized in the unit shall not be less than 115% of the nominal operating voltage.
- 9 Operating Frequency: The operating frequency range of the device shall be 47 to 63 Hertz.

10 Protection Modes: The devices primary mode of protection shall be line-to-neutral. The secondary modes of protection shall be line-to-ground and neutral-to-ground.

11 Surge Current Capacity and Voltage Protection Rating: Unless specifically noted on the drawings and/or the schedules, the surge current capacity, and the voltage protection rating of the SPD shall be not less than listed on the following table.

The above text gives you the option to request a specific surge current rating on the riser or panel schedules

5. Construction: SPD's with a surge current rating of greater than 155,000 amps per mode shall be field serviceable modular devices. SPD's with a surge current rating of less than 155,000 amps may be non-modular.

Location	Per Mode Surge Current Rating	120/208v ac 3 phase VPR	277/480vac 3 phase VPR
Switchgear	200,000 amps	900v	1200v
Distribution Panel	150,000 amps	900v	1200v
Sub or Branch Panel	100,000 amps	900v	1200v

1.6 DOCUMENTATION

- A. Equipment Manual. The manufacturer shall furnish an equipment manual with installation, operation, and maintenance instructions for the system.

PART 2 - PRODUCTS

3.1 MANUFACTURER

- 1 Square D
- 2 Cutler-Hammer
- 3 Current Technology
- 4 THOR SYSTEMS

3.2 TRANSIENT VOLTAGE SURGE SUPPRESSION COMPONENTS

- A. The device shall include a solid-state suppression system which includes arrays of fused non-linear voltage dependent metal oxide varistors (MOV's) with similar operating characteristics. The suppression system shall not utilize gas tubes, spark gaps, silicon avalanche diodes or other components which might short or crowbar the line, thus leading to interruption of normal power flow to or system upset of connected loads. The suppression system shall not incorporate any other components which may degrade performance or reliability of the

3.3 HIGH-FREQUENCY FILTER

- A. The device shall include a UL 1283 high frequency extended range tracking filter. The filter shall reduce fast rise-time, high-frequency, error-producing transients and electrical line noise eliminating disturbances which may lead to system upset. The filter shall provide minimum insertion loss of 45 dB at 100 kHz attenuation frequency utilizing the MIL-STD-E220A 50 ohm insertion loss methodology.

3.4 INTERNAL CONNECTIONS

- a. All internal wiring associated with the suppression/filter device and subject to surge currents shall utilize low-impedance copper bus bar and/or #4 AWG copper conductor or larger. All internal connections associated with the suppression/filter device and subject to surge currents shall be made with compression solderless-type lugs and shall be bolted to the bus bars in order to reduce overall system impedance.

3.5 FIELD CONNECTIONS

- A. The device shall include mechanical lugs for each phase, neutral and ground, or permanently connected conductors as applicable. The lugs shall accommodate up to #4 AWG copper conductor.

3.6 ENCLOSURE

- A. The device shall be provided in a surface mounted NEMA 1 type hinged enclosure, with a NEMA rating that matches or exceeds that of the switchgear, distribution panel, sub or branch panelboard that is being protected. of minimum 14 gauge steel, painted inside and out. Enclosure width shall not be greater than 24 inches.

3.7 MONITORING

- a. The device shall include solid-state, long-life externally mounted LED visual status indicators that indicate the on-line status of each phase of the unit.
- b. Dry Contacts
- c. Audible alarm with silence switch
- d. For Service Entrance or Switchgear SPD's: LED visual status indicators, Audible alarm with silence switch, Dry Contacts plus Surge Event Counter.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. The installation and testing of the system shall be in full accordance with the manufacturer's installation, operation and maintenance instructions, and all national and local codes.

- B. The device shall be installed as close as practical to the facility's wiring system in accordance with NEC Article 285, IEEE 1100-2005 section 8.4.2.5, plus applicable national/local electrical codes and the manufacturer's recommended installation instructions. Connection shall be from a minimum 40A branch circuit breaker in the switchgear, distribution panel or panelboard with #4 AWG copper conductors not any longer than necessary, avoiding unnecessary bends. Advise the engineer if the installed In no case shall conductors will be longer than 3 feet in length. Verify circuit breaker size with manufacturer.

3.2 TESTING

- A. The system shall be field tested in the presence of the Owner. At the same time operational procedures shall be reviewed with the Owner.
- B. If external test equipment is required, two (2) testers shall be furnished to the owner and two (2) training sessions shall be furnished. The first training session shall be with 90 days of occupancy and the second training session shall be not less eight months, but not more than 12 months after the first training session. Training and test equipment shall be furnished at no additional cost to the owner.

END OF SECTION

Notice of Award

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

TO:

PROJECT DESCRIPTION:
**HARBORMASTER'S OFFICE
BUILDING GENERATOR
INSTALLATION**

Dear Sir:

The Brownsville Navigation District ("Owner") has considered the bid submitted by your company for the above referenced project in response to its Invitation for Bids dated 6/29/2024 and 7/06/2024, and the Instructions to Bidders.

You are hereby notified that your bid has been accepted by the Brownsville Navigation District in the amount of _____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute this Agreement and furnish the bonds and insurance certificates within ten (10) days from the date of this Notice, Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your BID BOND.

The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this _____ day of _____, 20 ____.

OWNER: BROWNSVILLE NAVIGATION DISTRICT, TEXAS.

By: _____
ARIEL CHAVEZ II, P.E./R.P.L.S.
Director of Engineering Services

Acceptance of Notice

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
on this this the _____ day of _____, 20 ____.

By: _____
OFFICER'S NAME
Officer's Title

Notice to Proceed

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

Dated: _____

TO:

PROJECT DESCRIPTION:
**HARBORMASTER'S OFFICE
BUILDING GENERATOR
INSTALLATION**

OWNER's Contract No.: _____ - _____

CONTRACT FOR: [Description of Work]

Dear Sir:

You are hereby notified that the Contract Time under the above contract will commence to run on _____ - _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and completion and readiness for final payment are _____ - _____ and _____ - _____.

Before you may start any Work at the site, paragraph 2.7 of the Standard General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must coordinate the BND Engineering Department for any possible modifications to the contract documents.

OWNER: BROWNSVILLE NAVIGATION DISTRICT, TEXAS.

By: _____
ARIEL CHAVEZ II, P.E./R.P.L.S.
Director of Engineering Services

Acceptance of Notice

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____
on this the _____ day of _____, 20 ____.

By: _____
OFFICER'S NAME
Officer's Title

Affidavit of All Bills Paid

HARBORMASTER'S OFFICE BUILDING GENERATOR INSTALLATION

STATE OF TEXAS §
COUNTY OF CAMERON §

BEFORE ME, the undersigned authority, on this day personally appeared **[Name & Title of Company Officer]** of **[Name of Company]**, and upon oath, after first being duly sworn, deposed and stated:

“My name is **[Name & Title of Company Officer]** of **[Name of Company]**, hereinafter referred to in this affidavit as “Contractor”. Contractor’s business address is [Contractor’s Business Address]. The facts set forth herein are within my personal knowledge and are true and correct, and I am competent and authorized to make this affidavit on behalf of Contractor.

Pursuant to and in accordance with a written construction contract between Contractor and Brownsville Navigation District of Cameron County, Texas, hereinafter referred to in this affidavit as “Owner”, Contractor furnished materials and labor for the construction, renovation, or repair of improvements located on or relating to the project known as the **HARBORMASTER’S OFFICE BUILDING GENERATOR INSTALLATION**, hereinafter referred to as the “Project”, located at the Port of Brownsville, Cameron County, Texas. All work provided for under said written construction contract, together with all changes and supplements thereto, has been fully completed in a good and workmanlike manner, free of defects, and in accordance with the terms and provisions thereof.

Contractor has paid each of its subcontractors, laborers, vendors, lessors of equipment, suppliers, and materialmen in full for all labor and materials provided to Contractor for or in connection with the construction, renovation, or repair of improvements on or relating to the Project. Contractor is not aware of any unpaid bills, payrolls, material bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or materialmen for or in connection with the furnishing of labor or materials, or both, for construction, renovation, or repair of improvements in connection with the Project.

In consideration of the funds paid to Contractor by Owner in reliance on this affidavit, Contractor waives and releases all of Contractor’s contractual, statutory, and constitutional mechanic’s lien rights connected with the Project, conditioned on the actual payment or collection if payment is made by check or draft. There are no outstanding claims or liens against the Project or any bonds issued in connection therewith.

Contractor further understands that this affidavit is being given pursuant to and in accordance with Section 53.085 of the Texas Property Code and that the intentional, knowing, or

reckless making of a false or misleading statement in this Affidavit constitutes an offense under said Section and is a misdemeanor. A person adjudged guilty of an offense under said Section shall be punished by a fine not to exceed \$4,000 or confinement in jail for a term not to exceed one year or both a fine or confinement. A person may not receive community supervision for the offense. The undersigned further understands that a person signing an affidavit under Section 53.085 of the Texas Property Code may be personally liable for any loss or damage resulting from any false or incorrect information in the affidavit.

Contractor hereby indemnifies and holds harmless Owner from any and all claims, demands or causes of action, and any costs, expenses, and attorney's fees incurred in connection therewith, arising from or connected with, the statements and representations contained herein."

EXECUTED this _____ day of _____, 2024.

NAME OF CONTRACTOR

By: _____
[Name of Company Officer]

Title: _____

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personal appeared **[Name of Company Officer]**, who first being duly sworn by me, acknowledged that he/she has the authority to make this Affidavit of All Bills Paid, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20__.

Notary Public in and for the State of Texas