



FULTON COUNTY

Vision

People Families Neighborhoods

Mission

To serve, protect and govern in concert with local municipalities

Values

*People Customer Services
Ethics Resource Management
Innovation Equal Opportunity*

**PURCHASING DEPARTMENT
INVITATION TO BID NO. 11ITB79751K-JAJ**

S130 AMERSEE PUMP STATION IMPROVEMENTS

For

DEPARTMENT OF PUBLIC WORKS

BID DUE TIME AND DATE: 11:00 A.M. August 29, 2011
BID ISSUANCE DATE: July 28, 2011
PRE-BID CONFERENCE DATE: August 15, 2011
PURCHASING CONTACT: James A. Jones, 404-612-5818
E-MAIL: james.jones@fultoncountyga.gov

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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INVITATION TO BID
S130 AMERSEE PUMP STATION IMPROVEMENTS
11ITB79751K-JAJ

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for the construction of 11ITB79751K-JAJ **S130 AMERSEE PUMP STATION IMPROVEMENTS** will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, until 11:00a.m., local time, on Monday, August 29, 2011, and then at said office publicly opened and read aloud.

Description of Project:

The Project consists of the following major elements: obtaining all permits, furnishing all materials and equipment, and performing all labor necessary to replace two existing pumps with smaller pumps, the addition of a carbon odor control system, the replacement of an existing emergency generator (switch gear included) and site lighting as shown in the Project Drawings and necessary related work..

Permits: [Required]

The work will be performed within existing County owned easements or rights-of-way. The Contractor is responsible for any temporary construction easements that may be required for the construction.

Rights of Way/Easements: [Required]

The work will be performed within existing County owned easements or rights-of-way. The Contractor is responsible for any temporary construction easements that may be required for the construction.

Bid Documents:

The Instructions to Bidders, Bid and Contract Requirements (Bid Form, Bid Bond, Performance Bond, Payment Bond, Contract Agreement), and other Documents (Drawings and/or Specifications) may be examined at the following locations:

McGraw Hill Construction Dodge
3200 Riverside Dr
STE 310
Macon, Georgia 31210

Fulton County
Public Works Department
STE 6001
141 Pryor ST, S.W., 6th Floor
Atlanta, Georgia 30303

AGC Builders Exchange
1940 The Exchange
STE 300
Atlanta, Georgia 30339

CMD / Construction Market Data
30 Technology Blvd
STE 100
Norcross Georgia 30092

FW Dodge Corporation
4170 Ashford-Dunwoody Rd
STE 200
Atlanta, Georgia 30319

Minority Business Development Agency
401 West Peachtree St
Summit Bldg STE 1715
Atlanta Georgia 30308

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

Applications for documents, along with a non-refundable \$50.00 payment must be made to Department of Public Works, 141 Pryor Street, S.W., Suite 3077, Atlanta, Georgia 30303. Payment must be in the form of a company or personal check payable to **Fulton County**. Checks returned for any reason will result in the bid being deemed non-responsive. This amount includes all fees for printing and distribution and will be used to defray a portion of the printing cost that may have been incurred for the tendering of the Project. Partial sets of the bid document will not be issued.

For payment information, contact Maureen Hill, Department of Public Works at 404-612-7434. All other questions should be addressed by the procedures outlined in this ITB to James A. Jones, Assistant Purchasing Agent, Fulton County Department of Purchasing and Contract Compliance at 404-612-5818, james.jones@fultoncountyga.gov.

Subcontracting Opportunities:

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities".

Term of Contract:

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within **180** consecutive calendar days from and including said date.

The County will make payments, within **45** days, in response to the Contractor's monthly Applications for Payment, which are accompanied by the Engineer's Certificate for Payment, for work performed to date plus cost of stored materials, less retainage. Payments, Applications for Payment, Certificates for Payment, and retainage shall be in accordance with the provisions of the Contract Documents.

No Contact Provision

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

Bid Contact

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Department of Purchasing and Contract Compliance
Attn: James A. Jones, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 612-5818
Fax: (N/A)
Reference Bid # 11ITB79751K-JAJ

Or Darlene.Banks@fultoncountyga.gov

Basis of Award

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

Pre-Bid Conference

Date: **Monday August 15, 2011**
Time: **2:00 p.m.**
Location: Fulton County Department of Purchasing and Contract Compliance,
Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303

An optional pre-bid conference will be held in the Fulton County Department of Purchasing and Contract Compliance Conference Room, located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303. ***Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.*** Any additional questions asked at the pre-bid conference must be submitted in written form at the pre-bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-bid conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide non-binding verbal responses to questions concerning these bid specifications and to discuss issues from the bidders perspective. However, no verbal response provided at the pre-bid conference binds the County. Only those responses to written questions that are responded to by the County in written communications will be official.

END OF SECTION

INSTRUCTIONS TO BIDDERS

A. Contract Documents

The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

The Contract Documents shall define and describe the complete work to which they relate.

B. Bid Preparation and Execution

All Bids must be made on the Bid forms contained herein. The original signed Bid with three (3) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303, and labeled "Bid for 11ITB79751K-JAJ **S130 Amersee Pump Station Improvements.**"

Additionally, ***THE BIDDER IS ALSO REQUIRED TO WRITE THEIR GEORGIA UTILITY CONTRACTOR LICENSE NUMBER ON THE OUTSIDE OF THE SEALED BID ENVELOPE.***

REQUIRED SUBMITTALS: The bidder **must complete and execute** the following:

1. Bid Form
2. Acknowledgement of each Addendum
3. Bid Bond
4. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
5. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
6. Risk Management Insurance Provisions Form

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date (see Section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

C. Addenda and Interpretations

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.

Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than 2:00 PM, August 22, 2011. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Fulton County Department of Purchasing and Contract Compliance
Attn: James A. Jones, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: N/A
James.jones@fultoncountyga.gov
Reference Bid # 11ITB79751K-JAJ

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be mailed, shipped or faxed to all prospective Bidders (at the respective addresses furnished) prior to the date fixed for the opening of Bids.

Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

D. Site Examination

Select one of the following:

There will not be a scheduled site visit for this project. However, bidders are encouraged to visit the project site on their own.

E. Bidder's Modification and Withdrawal of Bids

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new bid, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

F. Bid and Contract Security

A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond".

Bids must be accompanied by a bid bond or certified check in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is not longer certified or approved by the Commissioner of Insurance to do business in the state; or
- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the bidder must contain a Bid Bond for an amount equal to 5% of the bid amount. The Bid Bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. Provide a completed and fully executed Bid Bond. When the bidder's package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal Package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

G. Right to Reject Bids

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

H. Applicable Laws

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

I. Examination of Contract Documents

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

J. Indemnification and Hold Harmless Agreement

See Section 00490, Insurance and Risk Management Provisions page 3, Indemnification and Hold Harmless Agreement

K. Bid Opening

Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.

L. Determination of Successful Bidder

Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.

1. **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
 - a. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
 - b. Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - c. Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 - d. Has adequate personnel and equipment to do the work expeditiously.
 - e. Has suitable financial means to meet obligations incidental to the work.
2. **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

M. Georgia Utility Contractors License (APPLICABLE)

Bidders must have a Utility Contractors License to perform this work in accordance with O.C.G.A. §43-14-8.3 (h). ***Bids for utility contracting projects must be from a licensed utility contractor and that licensed contractor must be the prime on the project.*** It is not permissible for an unlicensed individual/firm to subcontract with a licensed utility contractor. Bidders must complete Form C1: Georgia Utility License Certification in Section

6, Purchasing Forms. The Bidder shall provide a Georgia Utility License Number on the outside of the sealed envelope. Failure to provide the required license shall deem your bid non-responsive.

N. General Contractors License (*NON-APPLICABLE*)

Effective July 1, 2008, all general contractors are required to be licensed by the State of Georgia to perform the following work; construction; construction management services; or design-build services as a prime contractor, joint venture partner, or as a subcontractor to a design professional acting as prime contractor as part of a design-build entity or combination, unless exempted from holding such license pursuant to Georgia law (O.C.G.A. 43-41-17). If exempted, Contractor must submit a copy of their Georgia Department of Transportation Certificate of Qualification with their bid submittal.

Bidders must complete Form C2: Georgia General Contractors License Certification in Section 6, Purchasing Forms. Failure to provide the required license shall deem your bid non-responsive.

O. Professional Licenses (*APPLICABLE*)

The State of Georgia requires that the following professions are required by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

P. Wage Clause

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

Q. Notice of Award of Contract

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension

mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the user department. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out unless earlier terminated pursuant to the termination provisions of the contract.

R. Execution of Contract Documents

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

S. Joint Venture

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

T. Contractors Compliance With All Assurances And/Or Promises Made In Response To Procurement

Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by

the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

U. Georgia Security and Immigration Compliance Act

- (1) Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:
 - (a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information all new employees.
 - (b) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.
- (2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:
 - (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;
 - (b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and
 - (c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

V. Bid General Requirements

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
2. All signatures must be executed by person(s) having contracting authority for the Bidder.

3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact Provision" policy outlined in S35 and in Section 00020, Invitation to Bid.

6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.
7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.

11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the

manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.

21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.

28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest "responsible" Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
30. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:

Competitive sealed Bids ("Bid") may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.
31. In the evaluation of the Bids, any award will be subject to the Bid being:
 - a. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - b. Lowest cost to the County over projected useful life.
 - c. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
32. All proposals and Bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
33. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
35. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected

official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being "non-responsive".

Required Bid Submittal Check List for Invitation To Bid (ITB)

The following submittals shall be completed and submitted with each bid (see table below "Required Bid Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original bid, signed and dated and three (3) **complete** copies of the Original Bid including all required documents.

Item #	Required Bid Submittal Check List	Check (√)
1	Bid Form (Section 00300) – All dollar amounts must be both in writing AND figures and represent prices for the published scope of work without exceptions.	
2	Acknowledgement of each Addendum (acknowledged both on the Bid Form, Section 00300, and on the form included with each addendum).	
3	Bid Bond (Section 00410) (separate envelope if Public Works Construction project)	
4	Purchasing Forms (Section 00420) Form A - Non-Collusion Affidavit of Prime Bidder/Offeror Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements Form C1- Georgia Utility Contractor License (applicable) Form C3- Georgia Professional License (applicable) Form D - Certificate Regarding Debarment Form E - Disclosure Form & Questionnaire Form F - Georgia Security and Immigration Contractor Affidavit and Agreement Form G – Georgia Security and Immigration Subcontractor Affidavit	
5	Office of Contract Compliance Requirements (Section 00430) Exhibit A - Promise of Non-Discrimination (for Prime and each Sub) Exhibit B - Employment Record (for Prime and each Sub) Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Exhibit H - First Source jobs Program Information Equal Business Opportunity Plan (EBO Plan)	
6	Risk Management Insurance Provisions Form (Section 00490) and proof of insurance, either letter from insurer or Certificate of Insurance.	
7		
8		
9		

END OF SECTION

BID FORM

Submitted To: Fulton County Government

Submitted By:

For: **S130 AMERSEE PUMP STATION IMPROVEMENTS**

11ITB79751K-JAJ

Submitted on 2011

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all Instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID TOTAL IS THE AMOUNT UPON WHICH THE BID WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER. Please make sure that all line items below are accurately calculated and total up to this inclusive amount.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID TOTAL: ITEMS 1 THROUGH 2 (BELOW), INCLUSIVE, IN THE

AMOUNT OF:

_____ DOLLARS

(Dollar Amount in Words)

\$ _____
(Dollar Amount in Numbers)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within **180** consecutive calendar days from and including said date.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to agree with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all Bid extensions (of unit prices) plus lump sum items shall take precedence over BID TOTAL.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten (10) days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Bid Bond in the approved form, in the sum of: _____

_____ Dollars

(\$ _____) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # _____ DATED _____

BID BOND

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall not be less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

BID BOND
S130 AMERSEE PUMP STATION IMPROVEMENTS
FULTON COUNTY GOVERNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of _____ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of _____ Dollars and Cents (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for S130 AMERSEE PUMP STATION IMPROVEMENTS, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of _____
_____ Dollars

(\$_____) being in the amount of five percent (5%) of the Contract Sum.
The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to
execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish
a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 2011.

ATTEST:

PRINCIPAL

BY _____

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

BY _____

(SEAL)

END OF SECTION

PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Professional License Certifications
 - Form C1 – Georgia Utility License Contractor License
 - Form C3 – Georgia Professional License
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 20__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

**FORM B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL
REQUIREMENTS**

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages _____ To _____ Inclusive, Including Addendum(s) ____ To ____, And/Or Appendices ____ To ____, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM D: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) Causes for Suspension. The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

FORM E: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO
5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction,

termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND
AGREEMENT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]**

_____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A./ 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEO), describing the racial and gender make-up of the firm's work force. If the EEO indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business

Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 2

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 3

All Contract Compliance documents (Exhibits A – H and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),
Name

_____ Title _____ Firm Name
Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS																		
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL																		

FIRMS'S NAME _____

ADDRESS _____

TELEPHONE _____

This completed form is for (Check only one):

_____ Bidder/Proposer

_____ Subcontractor

Submitted by: _____

_____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

- 1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

- 2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.
- 3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____%

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____%

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____%

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____%

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)
perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

- 1) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

- 2) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

- 3) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Decisions</u>	<u>Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 20____, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date

TOTALS						
--------	--	--	--	--	--	--

Executed By: _____

(Signature) *(Printed Name)*

Notary: _____ Date: _____ My Commission Expires:

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

Insurance and Risk Management Provisions (Construction)

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/construction as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer’s Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

To include U.S. Longshoremen and Harbor Workers Act

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$100,000

To Include Per Project/Location Aggregate and Completed Operations for 3 Years after final payment

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits Each Occurrence \$1,000,000
 (Including operation of non-owned, owned, and hired automobiles).
 Broadened Pollution Endorsement CA9948 and MCS 90

4. UMBRELLA LIABILITY Per Occurrence/Aggregate \$2,000,000/2,000,000

5. CONTRACTORS POLLUTION LIABILITY Each Occurrence \$2,000,000

Or by endorsement to General Liability Policy for sudden and accidental
 If Pollution provided by General Liability Endorsement and sudden and accidental, Completed Operations would not be a requirement.

(To include three (3) years of extended Completed Operations coverage or a three (3) year extended reporting period.)

6. BUILDERS' RISK:

To be written on a Builders Risk "All-risk" form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	TBD – Full Contract Value

Deductibles:

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

The policy will name Fulton County, The Contractor and Subcontractors of all tiers as Insureds under the policy.

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least forty-five (45) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Important:

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages,

liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

OWNER - CONTRACTOR AGREEMENT

**S130 AMERSEE PUMP STATION IMPROVEMENTS
11ITB79751K-JAJ**

Contractor: _____ Project No. S130 _____
Address: _____ Telephone: _____
Contact: _____ Facsimile: _____

THIS AGREEMENT is effective as of the ____ day of _____, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction agreement, consisting of the following Contract Documents:

- General Conditions
- Bid Form
- Scope of Work and Technical Specifications
- Drawings and Specifications
- Exhibits
- Purchasing Forms
- Office of Contract Compliance Forms
- Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said County, for and in consideration of a Contract Price of _____ (\$ _____) and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and substantial, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

Project Number: S130
11ITB79751K-JAJ
AMERSEE PUMP STATION IMPROVEMENTS

The Contractor shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed from the County, and shall complete the work within **365** calendar days from the Notice to Proceed or the date work begins, whichever comes first. The Contractor shall remain responsible for performing, in accordance with the terms of the contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days.

For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of \$ 1,000.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages.

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor. **[See General Conditions for similar provisions]**

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioner on [Insert approval date and item number].

[SIGNATURES NEXT PAGE]

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONTRACTOR:

[Insert Company Name]

John H. Eaves, Commission Chair
Board of Commissioners

[Insert Name & Title of person authorized
to sign contract]

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Angela Parker
Director, Department of Public Works

END OF SECTION

PERFORMANCE BOND

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Performance Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Performance Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____
(hereinafter called the "Principal") and _____
(hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns, in the penal sum of _____
[100% of Contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **S130 AMERSEE PUMP STATION IMPROVEMENTS**, as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or

incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, _____.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION

PAYMENT BOND

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____
(hereinafter called the "Principal") and _____
(hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of _____ [100% of Contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **S130 AMERSEE PUMP STATION IMPROVEMENTS**, as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the

- construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
 7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, _____.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION

GENERAL CONDITIONS:

00700-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

00700-2 CONTRACT DOCUMENTS

This agreement consists of Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the contract, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.

- A. Notice of Award of Contract:
- B. Execution of Contract Documents

Upon notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the Contractor and/or Surety fail to execute the documents within the time specified; the Owner shall have the right to proceed on the Bid Bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Drawings and Specifications:

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The Construction Manager will furnish the Contractor five (5) copies of the Contract Drawings and the Specifications, one copy of which the Contractor shall have available at all times on the Project site.

00700-3 DEFINITIONS

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

Change Order - A written order to the Contractor issued by the County pursuant to Fulton County Policy and Procedures 800-6 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Construction Manager or Engineer shall mean Fulton Construction Management Partners, the County authorized representative for this project.

Contractor shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

Contract Price - The sum specified in the Agreement to be paid to the Contractor in consideration of the Work.

Contract Time shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Work, to be computed from the date of Notice to Proceed.

Owner or County shall mean Fulton County Government, party of the first part to the Contract Agreement, or its authorized and legal representatives.

Day - A calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Design Consultant shall mean the firm or corporation responsible for the detailed design drawings and specifications.

Director - Director of the Department of Public Works of Fulton County, Georgia or the designee thereof.

Final Completion shall mean the completion of all work as required in accordance with the terms and conditions of the contract documents.

Liquidated Damages shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

Notice to Proceed - A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Products shall mean materials or equipment permanently incorporated into the work.

Program Manager - Not used in this contract. Delete all references.

Project Manual - The Contract Documents.

Provide shall mean to furnish and install.

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work or Project - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

00700-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

00700-5 REVIEW OF CONTRACT DOCUMENTS

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

00700-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the County or Construction Manager shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

00700-7 APPLICABLE LAW

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting.. All work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Construction Manager and the Program Manager against any claim or liability arising from or

based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

00700-8 PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

00700-9 TAXES

- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.
- B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the Contractor has fully complied with this requirement.

00700-10 DELINQUENT CONTRACTORS

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, backcharge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

00700-11 LIEN WAIVERS

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit A, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

00700-12 MEASUREMENT

All items of work to be paid for per unit of measurement shall be subject to inspection, measurement, and confirmation by the Construction Manager.

00700-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due there from (include factoring of receivables) without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement. Any assignment without the express written consent of the County shall render this contract voidable at the sole option of the County.

00700-14 FOREIGN CONTRACTORS

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

00700-15 INDEMNIFICATION [there are two indemnification clauses, the other is in the Contract Cover Sheet]

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager and the Program Manager, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager or Program Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County, the Construction Manager and the Program Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager or the Program Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager and the Program Manager from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Construction Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the Contractor's work by the County.

When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement.

The Contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results **within fourteen (14) days** of discovery of such discrepancy or defect. Failure of the Contractor to so report in writing shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others.

Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

Should the Contractor wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Construction Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Construction Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor. The Contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall coordinate with the Construction Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the Contractor or contractors responsible therefore as the County shall determine to be just.

00700-17 ADMINISTRATION OF CONTRACT

The Program Manager and the Construction Manager shall provide administration services as hereinafter described.

For the administration of this Contract, the Construction Manager shall serve as the County's primary representative during design and construction and until final payment to the Contractor is due. The Construction Manager shall advise and consult with the County and the Program Manager. The primary point of contact for the Contractor shall be the Construction Manager. All correspondence from the Contractor to the County shall be forwarded through the Construction Manager. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the Construction Manager.

The Construction Manager will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.

The Construction Manager will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its

engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the Construction Manager's observations regarding the Contractor's Applications for Payment, the Construction Manager shall determine the amounts owing to the Contractor, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

The Construction Manager shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Construction Manager for such interpretations.

Claims, disputes and other matters in question between the Contractor and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the Construction Manager for interpretation.

All interpretations of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Public Works or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of Contractor's appeal. Pending any final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract as directed by the Construction Manager.

The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. The Contractor shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract. Neither the Construction Manager's authority to act under this Subparagraph, nor any decision made by the Construction Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Contractor shall provide such shop drawings, product data, and samples as may be required by the Construction Manager and/or as required by these Contract Documents.

The Construction Manager shall conduct inspections to determine Substantial Completion and Final Completion, and shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Construction Manager shall approve and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48, the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the

activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Construction Manager, immediately remove any superintendent, foreman or workman whom the Construction Manager may consider incompetent or undesirable.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the Contractor.

00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies, provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

00700-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Construction Manager may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Construction Manager to be incompetent.

00700-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours of the Fulton County government, except upon the Construction Manager's prior written consent to other work hours. It is further understood that the Contractor's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County's current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Construction Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime shall be deducted from the Contractor monthly payment request.

00700-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations

concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

00700-23 RIGHT OF ENTRY

The County reserves the right to enter the site of the work by such agent, including the Construction Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The Contractor shall provide safe facilities for such access so that the County and its agents may perform their functions.

00700-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

Upon personal delivery to the Contractor, its authorized representative, or the Construction Manager on behalf of the County. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

Three days after depositing in the United States mail a certified letter addressed to the Contractor or the Construction Manager for the County. For purposes of mailed notices, the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the Contractor. The Contractor's mailing address shall be the address stated in its proposal or as it shall have most recently notified the Construction Manager in writing.

00700-25 SAFETY

A. SAFETY, HEALTH AND LOSS PREVENTION

The Contractor shall be responsible for implementing a comprehensive project-specific safety, health and loss prevention program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program or follow the Contractor's safety, health and loss prevention program and employee substance abuse program.

The Contractor's safety, health and loss prevention program and employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), and any other specific Fulton County requirements

B. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the Contractor. The Contractor shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

C. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS

All Work, whether performed by the Contractor or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.

D. PROTECTION OF THE WORK

1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.
2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

E. SAFETY EQUIPMENT

1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.

F. EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.
2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

G. SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.
 2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.
- H. CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM
1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.
 2. The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.
 3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

00700-26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. § 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

00700-27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. § 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

00700-28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

00700-29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

00700-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

00700-31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the Construction Manager for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

00700-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the contractor to the extent appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

00700-33 WARRANTY OF NEW MATERIALS

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

00700-34 CONTRACTOR'S WARRANTY OF THE WORK

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Construction Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

00700-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

00700-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the Construction Manager, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the Construction Manager to execute this right for the benefit of the Contractor or for any other person or entity.

00700-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds the cost of completing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

00700-39 TERMINATION FOR CONVENIENCE

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective date of the terminations shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

00700-40 TERMINATION FOR CONVENIENCE - PAYMENT

If the Contract is terminated for convenience by the Owner as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be

done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Construction Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

00700-42 COST TO CURE

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the Construction Manager may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

00700-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

00700-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the County, and except as otherwise directed by the Construction Manager, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:
 - a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and

- b. The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

00700-45 RECORDS

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

00700-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined

By the Construction Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

00700-47 REIMBURSEMENT OF THE COUNTY

In the event of termination, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs properly reimbursable to the Contractor.

00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The Construction Manager may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

00700-49 COMMENCEMENT AND DURATION OF WORK

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently prosecute the work to completion within the time specified therefore in the Agreement. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

00700-50 TIME OF THE ESSENCE

All time limits stated in this agreement are of the essence of this contract.

00700-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

00700-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County.

00700-53 INCLEMENT WEATHER

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Construction Manager that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days
June	3 days
July	4 days
August	2 days
September	2 days
October	3 days

November 6 days
December 9 days

00700-54 DELAY - NOTICE AND CLAIM

The Contractor shall not receive an extension of time unless a Notice of Delay is filed with the Construction Manager within ten days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the Construction Manager within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

00700-55 STATEMENT OF CLAIM - CONTENTS

The Statement of Claim referenced in Article 00700-54 shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Construction Manager, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

00700-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

00700-58 SET-OFFS

Any monies due to the Contractor pursuant to the preceding paragraph of this agreement may be deducted by the County against monies due from the County to the Contractor.

00700-59 REMEDIES CUMULATIVE

The remedies of the County under Articles 00700-56, 00700-57, and 00700-58 are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

00700-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

00700-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the

requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the Construction Manager unless the requirement therefore is waived in writing. The Construction Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

00700-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Construction Manager.

00700-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

00700-65 PAYROLL REPORTS

The Contractor may be required to furnish payroll reports to the Construction Manager as required by the Owner Controlled Insurance Program.

00700-66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor' employee in charge of the work shall be an authorized representative of the Contractor.

00700-67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

00700-68 INSPECTION BY THE CONSTRUCTION MANAGER

All work pursuant to this agreement shall be subject to inspection by the Construction Manager for conformity with contract drawings and specifications. The Contractor shall give the Construction Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

00700-69 WORK COVERED PRIOR TO CONSTRUCTION MANAGER'S INSPECTION

In the event that work is covered or completed without the approval of the Construction Manager, and such approval is required by the specifications or required in advance by the Construction Manager, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

00700-70 SCHEDULING OF THE WORK

The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.

00700-71 PROGRESS ESTIMATES

The Contractor shall prepare a written report for the Construction Manager's approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Construction Manager. Approval of a progress estimate or tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

00700-72 PROGRESS PAYMENTS

Upon approval of each monthly estimate of work performed and materials furnished, the Construction Manager shall approve payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. The Contractor's request for payment shall provide sufficient detail as to the work completed or materials purchased for which payment is requested to permit meaningful review by the Construction Manager.

00700-73 TIME OF PAYMENT

The Contractor will be paid within 45 days following receipt of an approved Progress Estimate. The Contractor expressly agrees that the payment provisions within this Contract shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 *et seq.*, and that the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

00700-74 RETAINAGE

The County shall retain from each progress payment ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any other, the 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Construction Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Construction Manager provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

00700-75 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their

subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialmen, or subconsultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the County nor the Construction Manager shall have any obligation to pay any subcontractor except as otherwise required by law.

00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

00700-78 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

00700-79 JOINT PAYMENTS

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

00700-80 RIGHT TO WITHHOLD PAYMENT

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of Substantial Completion, the Construction Manager shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the Construction Manager shall issue a certificate of Substantial Completion of the work which shall establish the date of Substantial Completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

If in the sole opinion of the Construction Manager, the work is not substantially complete, the Construction Manager shall notify the Contractor of such, in writing, and outline requirements to be met to achieve Substantial Completion.

00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION

Upon Substantial Completion of the work and upon application by the Contractor and approval by the Construction Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Construction Manager and any authorized retainage.

00700-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project as determined under Article 00700-84 unless otherwise provided in the certificate of Substantial Completion.

00700-84 FINAL PAYMENT - WAIVER OF CLAIMS, DISPUTE OF FINAL PAYMENT

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the Construction Manager's issuance of the certificate of Substantial Completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Construction Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the Construction Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the Construction Manager a final application for payment. The Construction Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

In the event the Contractor timely disputes the amount of the final payment, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under O.C.G.A. §13-6-13 and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

00700-85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Construction Manager:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied;
- b. The surety's consent to final payment; and
- c. Any other data reasonably required by the County or Construction Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Construction Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

00700-86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Fulton County, Georgia and that the contract is to be performed in Fulton County, Georgia. Each party hereby consents to the Fulton Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Fulton Superior Court.

00700-87 CHANGES IN THE WORK

A. CHANGE ORDERS

1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Procedure 800-6. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.
2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.
3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:
 - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
 - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - d. By the method provided in Subparagraph A4 below.
4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.
 - a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.
 - b. All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related

Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.

5. In Subparagraphs 3 and 4 above, the items included in "Cost" and "Overhead" shall be based on the following schedule:
 - a. Unless otherwise provided in the Contract Documents, "Cost" shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman's account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.
 - b. Unless otherwise provided in the Contract Documents, "Overhead" shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor's subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the Contractor's or subcontractors' superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in "Cost" above.
 - c. In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.
6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:
 - a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.
 - b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.
 - c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor's or sub-subcontractor's own forces, ten (10) percent of the cost.
 - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
 - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts,

they shall be itemized also. In no case shall a change be approved without such itemization.

8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS

1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made **within twenty (20) days after the first observance** of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days notice and Subparagraph C.1. below.
2. The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Construction Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Construction Manager.
3. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.
4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

C. REQUESTS FOR ADDITIONAL COST

1. If the Contractor wishes to request an increase in the Contract Sum, the Contractor shall give the Construction Manager written notice thereof within twenty (20) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be give by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 00700-25, and Subparagraph A.4 above. No such request shall be valid unless so made within the twenty (20) days specified above. If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Construction Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.

2. If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the Contractor was not at fault, or any such order by the Construction Manager as the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph C.1 above and approved by the County pursuant to Change Order Policy 800-6.

D. MINOR CHANGES IN THE WORK

The Construction Manager may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change Directive issued by the Construction Manager, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

E. BONDS

If any change order results in an increase in the contract price, the contractor shall increase the penal sum of the performance and payment bonds to equal the increased price.

00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the Construction Manager, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Article 00700-87 of this Agreement.

00700-89 NO WAIVER OF REMEDIES

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

00700-90 LAND AND RIGHTS-OF-WAY

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION

No clearing or grading shall be completed by Contractor within the State Department of Transportation (DOT) area under construction. The Contractor must coordinate his construction scheduling with DOT.

If the Contractor begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Contractor's work the DOT area.

The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.

Contractor shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Contractor is responsible for obtaining any pertinent DOT revisions.

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EXHIBIT A
FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by _____ or any of his subcontractors in connection with the design and/or construction of _____ at Fulton County have been paid and satisfied in full as of _____, 201____, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this _____ day of _____, 200____.
_____, who under Oath deposes and says that he is
_____ of the firm of _____, that he has read the
above statement and that to the best of his knowledge and belief same is an exact true
statement.

Notary Public

My Commission expires

END OF SECTION

Part 1 General

1.01 Scope

- A. The Bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all labor, equipment, tools and materials, which are not furnished by the Owner and performing all operations required to complete the work satisfactorily, in place, as specified and as indicated on the Drawings.

1.02 Descriptions

- A. Measurement of an item of work will be by the unit indicated in the Bid.
- B. Final payment quantities shall be determined from the record drawings.
- C. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.
- D. Unless otherwise stated in individual sections of the Specifications or in the Bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be included in the price bid for item of which it is a part.
- E. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials not furnished by the Owner and for performing all operations required to provide to the Owner the entire Project, complete in place, as specified and as indicated on the Drawings.
- F. "Products" shall mean materials or equipment permanently incorporated into the work.

1.03 Pump Station

- A. The lump sum bid for the AMERSEE PUMP STATION IMPROVEMENTS shall include furnishing all products, materials and equipment and performing all labor necessary to complete and put into operation the Amersee Pump Station Improvements, including all work shown on the Drawings and/or specified and not included in other items in the Bid.

1.04 Cash Allowances

- A. General

1. The Contractor shall include in the Bid Total all allowances stated in the Contract Documents. These allowances shall cover the net cost of the services provided by a firm selected by the Owner. The Contractor's handling costs, labor, overhead, profit and other expenses contemplated for the original allowance shall be included in the items to which they pertain and not in allowances.
 2. No payment will be made for nonproductive time on the part of testing personnel due to the Contractor's failure to properly coordinate testing activities with the work schedule or the Contractor's problems with maintaining equipment in good working condition. The Contractor shall make all necessary excavations and shall supply any samples of materials necessary for conducting compaction and density tests.
 3. No payment shall be provided for services that fail to verify required results.
- B. Should the net cost be more or less than the specified amount of the allowance, the Contract will be adjusted accordingly by change order. The amount of change order will not recognize any changes in handling costs at the site, labor, overhead, profit and other expenses caused by the adjustment to the allowance.
- C. Documentation
1. Submit copies of the invoices with each periodic payment request from the firm providing the services.
 2. Submit results of services provided which verify required results.
- D. Schedule of Cash Allowances
1. Concrete and Materials Testing: Allow the amount provided in the Bid for the services of a geotechnical engineering firm and testing laboratory to verify soils conditions including trench excavation and backfill, asphalt coring and density tests, testing of concrete cylinders for poured in place concrete, and similar issues as directed by the Engineer.
 2. Unforeseen Conditions – Allow the amount specified in the Bid to resolve any unforeseen issues, utility conflicts (including relocating and/or replacement), or similar issues, only when directed by the Engineer.

END OF SECTION

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Project description
 - 2. Work by others
 - 3. Work sequence

1.02 PROJECT DESCRIPTION

- A. The Work under this Contract involves improvements to the existing Amersee Pump Station located in Fulton County, Georgia. The Work consists of, in general, replacement of two existing pumps with smaller pumps (flow is re-directed to Chattahoochee III pump station), the addition of a carbon odor control system, the replacement of an existing emergency generator (switch gear included), and site lighting.
- B. The Work includes, but is not necessarily limited to, the following items:
 - 1. Compliance with the requirements of Fulton County (Owner) and all applicable federal and state laws and regulations.
 - 2. Obtaining required permits and authorizations from governing jurisdictions.
 - 3. Mobilization of supplies, equipment and personnel, including transportation to job site, set-up and maintenance of all equipment and temporary facilities and controls required for project execution.
 - 4. Implementation of health and safety procedures in compliance with all applicable regulations.
 - 5. Locating and protection of all existing utilities (buried and above grade), structures, and other facilities on the Site not indicated to be removed.
 - 6. Removal of existing pumps and pipe fittings within the pump station wet well where indicated on the Drawings or otherwise approved by the Owner and Engineer.
 - 7. Off-site disposal of removed equipment and materials or delivery of designated items to Owner for salvage or reuse.

8. Preparation of subgrade and construction of cast-in-place concrete foundation slab for the carbon odor control system.
9. Furnishing and installation of carbon odor control system.
10. Furnishing and installation of two new submersible pumps inside the existing wet well.
11. Furnishing and installation of new fittings and accessories as required for pump replacement.
12. Furnishing and installation of new fittings, gate valve and accessories in existing valve vault for pump bypass.
13. Furnishing and installation of new yard hydrant, including new piping and connection to existing water line.
14. Site cleanup and demobilization.

1.03 WORK BY OTHERS

- A. During the Work, contracts may be in place for execution of other related work at the Site. The Contractor shall coordinate with other contractors, engineers, or consultants by providing access to the Site to allow activities including, but not limited to, the following:

1. Construction Quality Assurance

1.04 WORK SEQUENCE

- A. Detailed sequencing of the Work shall be the responsibility of the Contractor as long as the requirements of these specifications are met, the Contractor's progress is according to the schedule approved by the Engineer and Owner, and Contract Times stated in the Agreement are complied with.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Definition of products
 - 2. Transportation and handling
 - 3. Storage and protection
 - 4. Product options
 - 5. Substitutions

1.02 DEFINITION OF PRODUCTS

- A. The term “Products” refers to new material, machinery, components, equipment, fixtures, and systems forming the Work. Products do not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

1.03 TRANSPORTATION AND HANDLING

- A. Comply with the requirements of individual specification sections.
- B. Transport and handle products in accordance with manufacturers' instructions.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- D. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, and damage.

1.04 STORAGE AND PROTECTION

- A. Comply with to the requirements of individual specification sections.
- B. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- C. For exterior storage of fabricated products, place on sloped supports, above ground.

- D. Provide off-site storage and protection when site does not permit on-site storage or protection.
- E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- G. Provide equipment and personnel to store products by methods to prevent damage.
- H. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.05 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications; no options or substitutions allowed without written authorization by the Owner and Engineer.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

1.06 SUBSTITUTIONS

- A. Owner will consider requests for Substitutions only within 60 days after effective date of the agreement.
- B. Subsequent Substitutions will be considered only when a product becomes unavailable through no fault of the Contractor. Improper planning will not be considered as a reason to increase Contract Price as a result of product substitution.
- C. In addition to the provisions of the Contract Documents, a request for a Substitution constitutes a representation that the Contractor:
 - 1. Shall provide the same warranty for the Substitution as for the specified product.
 - 2. Shall coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to the Project.
 - 3. Waives claims for additional costs or time extension which may subsequently become apparent.

D. Substitutions will not be considered when they are indicated or implied on Shop Drawings or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

E. Substitution Submittal Procedure:

1. Submit copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
2. Submit Shop Drawings, product data, and certified test results attesting to the proposed product equivalence.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 75 00
STARTING AND ADJUSTING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Starting systems
 - 2. Demonstration and instructions
 - 3. Testing, adjusting, and balancing

1.02 SUBMITTALS

- A. System Start-up Reports prepared by manufacturers' representatives or qualified independent inspection and testing firm(s) shall be submitted to the Owner within 14 days after completion of equipment and system start-up as specified in applicable specification sections. Reports shall include: observations and results of tests; and determinations whether the results show compliance or non-compliance with specified requirements in the above referenced specification sections.

1.03 STARTING SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked as specified by the manufacturer for proper operation.
- D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of responsible manufacturers' representatives in accordance with manufacturers' instructions.
- G. When specified in individual specification sections, require manufacturers to provide authorized representatives to be present at the Project Site to inspect, check and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

1.04 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel in accordance with Owner's requirements.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at the equipment location.
- C. Utilize Operation and Maintenance Manual (specified in Section 01 78 00) as the basis for instruction. Review contents of O&M Manual with Owners' personnel in detail to explain all aspects of operation and maintenance.
- D. Prepare and insert additional data in O&M Manual when need for additional data becomes apparent during instruction.

1.05 TESTING, ADJUSTING, AND BALANCING

- A. Contractor shall appoint, employ, and pay for the services of manufacturers' representatives or an independent firm to perform testing, adjusting and balancing.
- B. The manufacturers' representatives or qualified independent inspection and testing firm(s) shall perform services specified in the applicable specification sections.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 00
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Summary of submittals
 - 2. Project Record Documents
 - 3. Operation and Maintenance Manual
 - 4. Warranties
 - 5. Spare parts and maintenance materials

1.02 SUMMARY OF SUBMITTALS

- A. Submit all documents referenced in the specifications, including, but not necessarily limited to the following:
 - 1. Project Record Documents (refer to subsection 1.03)
 - 2. Operation and Maintenance Manual (refer to subsection 1.04)
 - 3. Warranties (refer to subsection 1.05)
 - 4. Spare parts and maintenance materials (refer to subsection 1.06)
- B. Submit all other closeout documents required by the Owner.

1.03 PROJECT RECORD DOCUMENTS

- A. Maintain at the Project Site one set of the following documents, which shall constitute the Project Record Documents:
 - 1. Contract Documents (including Change Orders and other modifications to the Contract)
 - 2. Engineer's and Owner's Field Orders or written instructions
 - 3. Approved product submittals (including shop drawings, product data and samples)
 - 4. Quality control records (including field test records and laboratory analyses)

5. Other documentation specified in individual sections and as required by the Owner or Engineer.
- C. Store Project Record Documents separate from documents used for construction. Provide files and racks for storage. Maintain Project Record Documents in a clean, dry, legible condition, and in good order.
- D. Label each document "PROJECT RECORD" in neat large printed letters. Record information concurrent with construction progress.
- E. Make Project Record Documents available at all times for review by the Owner or Engineer.
- F. At Contract close-out, deliver Project Record Documents to the Owner.

1.04 OPERATION AND MAINTENANCE MANUAL

- A. Compile manufacturer's data for all products specified in individual sections, and prepare an Operation and Maintenance (O&M) Manual as specified herein.
- B. Submit one bound copy of O&M Manual 15 days prior to final inspection. Copy will be returned after final inspection with Owner's or Engineer's comments. Revise content of O&M Manual as required prior to final submittal.
- C. Submit final O&M Manual within ten days after final inspection.
- D. Contents of O&M Manual:
 1. Listing of Contractor, subcontractors, and major equipment suppliers.
 2. Operation and maintenance instructions, identifying the following:
 - a. List of equipment
 - b. Parts list for each component
 - c. Operating instructions
 - d. Maintenance instructions for equipment and systems

1.05 WARRANTIES

- A. Provide notarized copies.
- B. Execute and assemble documents from subcontractors, suppliers, and manufacturers.
- C. Submit with final closeout submittals.

1.06 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.
- B. Deliver to project site and place in location directed by Owner. Obtain receipt prior to final payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes cast-in-place concrete construction of foundation slab for the carbon odor control system.

1.02 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. ACI 301, Specifications for Structural Concrete
 - 2. ACI 305.1, Specification for Hot Weather Concreting
 - 3. ACI 306.1, Standard Specification for Cold Weather Concreting
 - 4. ACI 318, Building Code Requirements for Structural Concrete
- B. ASTM International:
 - 1. ASTM A 615, Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
 - 2. ASTM C 33, Standard Specification for Concrete Aggregates
 - 3. ASTM C 150, Standard Specification for Portland Cement
 - 4. ASTM C 231, Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
 - 5. ASTM C 260, Standard Specification for Air Entraining Admixtures for Concrete
 - 6. ASTM C 494, Standard Specification for Chemical Admixtures for Concrete
 - 7. ASTM C 618, Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete

1.03 SUBMITTALS

- A. Submit the following for review and approval prior to shipment of materials to the Site:
 - 1. Concrete mix design
 - 2. Manufacturer's product data sheets for reinforcing steel, concrete admixtures, curing aids, and other furnished materials.

- B. Submit copy of truck ticket for every load of concrete delivered to the site.

1.04 QUALITY ASSURANCE / QUALITY CONTROL

- A. Owner will retain the services of a quality control (QC) Firm as necessary to determine conformance of the materials and the constructed work with the specifications.
- B. Acquire cement and aggregate from one source.

1.05 PROJECT CONDITIONS

- A. Concrete placement and finishing shall be performed only during periods of acceptable ambient temperatures in accordance with the applicable requirements of ACI 301.
- B. Conform to ACI 305.1 when performing concrete work during hot weather, and conform to ACI 306.1 when performing concrete work during cold weather.
- C. Concrete shall not be placed on subgrade that is frozen or excessively wet. Concrete shall not be placed during periods of precipitation without adequate protection that meets the approval of the Engineer.
- D. Coordinate concrete construction with site excavation, grading and other related construction

PART 2 PRODUCTS

2.01 SOURCE QUALITY CONTROL

- A. Proposed materials shall be approved by the Engineer as specified prior to delivery and use in the construction.

2.02 REINFORCEMENT STEEL

- A. Rebars shall conform to ASTM A 615, Grade 60, unfinished. Size shall be as indicated on the Drawings.
- B. Furnish devices for elevating and supporting reinforcement in correct position.

2.03 CONCRETE MATERIALS

- A. Cement shall comply with ASTM C 150, Portland cement, Type I or II.
- B. Fine and coarse aggregates shall comply with ASTM C 33. Maximum coarse aggregate size shall be one inch.
- C. Water shall be clean and not detrimental to concrete.

2.04 ADMIXTURES

- A. The use of chemical admixtures shall be approved by the Engineer.
- B. Air entrainment admixtures shall conform to ASTM C 260.
- C. Chemical admixtures (including any combination of water-reducing, retarding, and accelerating admixtures) shall conform to the requirements of ASTM C 494.
- D. Fly Ash: Comply with ASTM C 618, Class C or F.

2.05 CONCRETE MIX

- A. Select and proportion materials for concrete mix in accordance with the applicable requirements of ACI 301.
- B. Mix Design:
 - 1. Concrete mix shall be proportioned such that 28 day compressive strength of moist cured laboratory samples achieve not less than 3,000 pounds per square inch (psi).
 - 2. Slump Range: 4 inches, plus or minus 1 inch.
 - 3. Entrained Air Content: 3 percent, plus or minus 1.5 percent at the point of delivery (as determined by ASTM C 231).
 - 4. Fly Ash: Maximum 25 percent of total weight of fly ash plus cement.
 - 5. Maximum water/cement ratio: 0.49.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. No concrete for a specific pour shall be ordered for delivery to the Site until pertinent concrete mix design and specified materials are approved by the Owner or Engineer.

3.02 SUBGRADE PREPARATION

- A. Verify that subgrade has been excavated, graded and compacted to the required elevations and dimensions indicated on the Drawings and as specified in Section 31 22 00.
- B. Remove and dispose of debris and other unsuitable material from the subgrade surface.
- C. Maintain subgrade in a smooth, compacted condition until completion of concrete placement. Slab subgrade shall be in a moist condition when concrete is placed.

3.03 FORMWORK

- A. Construct formwork as necessary to provide the required dimensions for concrete construction indicated on the Drawings.
- B. Installed formwork shall have sufficient strength to withstand the pressure resulting from placement and vibration of the concrete and shall have sufficient rigidity to maintain required shape.

3.04 INSTALLATION OF REINFORCEMENT

- A. Unless otherwise approved by the Engineer, reinforcement shall be fabricated to the shapes and dimensions shown on the Drawings and installed where indicated.
- B. At the time of concrete placement all reinforcement shall be free from loose, flaky rust, scale (except tight mill scale), mud, oil, grease, or any other coating that might reduce the bond with the concrete.
- C. Accurately position, support, and secure reinforcement against displacement by concrete placement operations.
- D. Place reinforcement to obtain at least the minimum coverages for concrete protection as shown on the Drawings and in accordance with the requirements of ACI 301.
- E. Tolerance for bar placement shall be plus or minus one bar diameter, but not exceeding one inch. Tolerance for cover over reinforcement shall be plus or minus one-half inch.
- F. Splices in reinforcement steel shall be in accordance with approved splicing procedures and the requirements of ACI 318 and only as approved by the Engineer. Welding or butt-welding of re-bar will not be allowed

3.05 INSTALLATION OF OTHER MATERIALS

- A. Items to be cast into the concrete (including anchor bolts) shall be accurately placed and positioned securely at the required elevations and locations as indicated on the Drawings.

3.06 CONCRETE PLACEMENT

- A. Concrete shall be placed at the locations and to the elevations and dimensions indicated on the Drawings.
- B. Mix, place and consolidate concrete in accordance with the applicable requirements of ACI 301 to suit the type of concrete and project conditions, and as specified herein.
- C. Do not use concrete which becomes non-plastic and unworkable, or does not meet the required quality control limits, or which has been contaminated by foreign materials.

- D. Deposit concrete as nearly in final position as practical to avoid rehandling. Do not permit concrete to drop freely a distance greater than three feet. Where longer drops are necessary, use chutes, tremies, or other conveyance to prevent separation.
- E. As soon as concrete is deposited, thoroughly agitate with mechanical vibrators and suitable hand tools to work mixture into corners of forms and around reinforcing and embedded items. Do not over-vibrate or use vibrators to transport concrete within forms.

3.07 CONCRETE FINISHING

- A. Finish concrete in accordance with ACI 301 and as specified in the following paragraphs.
- B. Provide as-cast finish to formed concrete surfaces not exposed to view. Repair and patch defective areas with all fins and surface irregularities removed and smoothed.
- C. Finishing of Slab Surface:
 - 1. Strike off (screed) concrete to required elevations and immediately start finishing and flattening operations. Ensure finishing operations are no more than necessary to remove irregularities and meet specified tolerances.
 - 2. Final finishing shall include use of hand or power trowels as appropriate to produce a dense, smooth, hard surface.
- D. Exposed concrete slab edges shall receive a smooth rubbed finish.
- E. Exposed concrete edges shall be worked with an edging tool having a radius of approximately 3/4 inch minimum.

3.08 CURING AND PROTECTION

- A. Immediately following finishing operations, cure and protect concrete in conformance with the applicable requirements of ACI 301 and as specified in the following paragraphs.
- B. Curing shall be performed using wet coverings such as burlap, or moisture retaining coverings such as polyethylene film. Place coverings as soon as possible after finishing operations and after concrete has hardened sufficiently to prevent surface damage. Cover entire surface, including edges. Seal and secure laps and edges with six-inch minimum overlap.
- C. Exposed surfaces of concrete shall be kept continuously moist for a minimum of three days.
- D. Use curing compound only where approved by the Engineer. If approved, cure formed surfaces with curing compound applied in accordance with manufacturer's directions as soon as forms are removed and finishing is completed.
- E. During the curing period, protect concrete from damaging mechanical disturbances including load stresses, heavy shock, excessive vibration, and from damage caused by rain or flowing water.

3.09 TOLERANCES

- A. Tolerances for formed and unformed surfaces shall conform to the applicable requirements of ACI 301 and as specified below:
 - 1. Slab thickness tolerance: plus or minus 1/2 inch
 - 2. Slab Surface: Maximum gap of 1/4 inch at any point between an unlevelled 10 foot straightedge and the slab, anywhere on the slab (measured within 72 hours after concrete placement).

3.10 REMOVAL OF FORMWORK

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads (including wind load).
- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finished concrete surfaces scheduled for exposure to view.

3.11 CORRECTION OF DEFECTIVE WORK

- A. Concrete work that does not conform to the specified requirements (including strength, tolerances, and finishes) shall be corrected at the Contractor's expense as determined by the Owner and Engineer.

END OF SECTION

SECTION 260529
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 and Section 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.
- B. Related Sections include the following:
 - 1. Division 16 Section "Vibration and Seismic Controls for Electrical Systems" for products and installation requirements necessary for compliance with seismic criteria.

1.03 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. RMC: Rigid metal conduit.

1.04 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.05 SUBMITTALS

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

1.06 QUALITY ASSURANCE

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

1.07 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 3.

PART 2 - PRODUCTS

2.01 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.

- f. Unistrut; Tyco International, Ltd.
 - g. Wesanco, Inc.
3. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 4. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 5. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 6. Channel Dimensions: Selected for applicable load criteria.
- B. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with 9/16-inch- diameter holes at a maximum of 8 inches o.c., in at least 1 surface.
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. Fabco Plastics Wholesale Limited.
 - d. Seasafe, Inc.
 3. Fittings and Accessories: Products of channel and angle manufacturer and designed for use with those items.
 4. Fitting and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
 5. Rated Strength: Selected to suit applicable load criteria.
- C. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- D. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- E. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- G. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

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

2.02 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Division 5 Section "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.01 APPLICATION

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

3.02 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb .
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
 - 6. To Steel: Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.

7. To Light Steel: Sheet metal screws.
8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.

E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.03 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Division 5 Section "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

3.04 CONCRETE BASES

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

3.05 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils .

- B. Touchup: Comply with requirements in Division 9 painting Sections for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION

SECTION 260500
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. Electrical equipment coordination and installation.
 - 2. Sleeves for raceways and cables.
 - 3. Sleeve seals.
 - 4. Common electrical installation requirements.

1.3 DEFINITIONS

- A. ATS: Acceptance Testing Specifications.
- B. EPDM: Ethylene-propylene-diene terpolymer rubber.
- C. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

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

1.5 QUALITY ASSURANCE

- A. Test Equipment Suitability and Calibration: Comply with NETA ATS, "Suitability of Test Equipment" and "Test Instrument Calibration."

1.6 COORDINATION

- A. Coordinate arrangement, mounting, and support of electrical equipment:
 - 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
 - 2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
 - 3. To allow right of way for piping and conduit installed at required slope.
 - 4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.

- B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.
- C. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed.
- D. Coordinate electrical testing of electrical, mechanical, and architectural items, so equipment and systems that are functionally interdependent are tested to demonstrate successful interoperability.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 SLEEVES FOR RACEWAYS AND CABLES

- A. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

2.3 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 - 1. Manufacturers:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Metraflex Co.
 - d. Pipeline Seal and Insulator, Inc.
 - 2. Sealing Elements: EPDM or NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - 3. Pressure Plates: Stainless steel. Include two for each sealing element.
 - 4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Right of Way: Give to raceways and piping systems installed at a required slope.

3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- E. Cut sleeves to length for mounting flush with both surfaces of walls.
- F. Extend sleeves installed in floors 2 inches above finished floor level.
- G. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.
- H. Seal space outside of sleeves with grout for penetrations of concrete and masonry.
- I. Aboveground, Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- J. Underground, Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch annular clear space between raceway or cable and sleeve for installing mechanical sleeve seals.

3.3 SLEEVE-SEAL INSTALLATION

- A. Install to seal underground, exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

END OF SECTION

SECTION 260533
RACEWAYS AND BOXES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Section 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.03 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. RNC: Rigid nonmetallic conduit.

1.04 SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Custom enclosures and cabinets.
 - 2. For handholes and boxes for underground wiring, including the following:
 - a. Duct entry provisions, including locations and duct sizes.
 - b. Frame and cover design.
 - c. Grounding details.

- d. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
 - e. Joint details.
- C. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
 - 1. Structural members in the paths of conduit groups with common supports.
 - 2. HVAC and plumbing items and architectural features in the paths of conduit groups with common supports.
- D. Manufacturer Seismic Qualification Certification: Submit certification that enclosures and cabinets and their mounting provisions, including those for internal components, will withstand seismic forces defined in Division 16 Section "Vibration And Seismic Controls For Electrical Systems ." Include the following:
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - a. The term "withstand" means "the cabinet or enclosure will remain in place without separation of any parts when subjected to the seismic forces specified.
 - b. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 - c. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- E. Qualification Data: For professional engineer and testing agency.
- F. Source quality-control test reports.

1.05 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.01 METAL CONDUIT AND TUBING

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Alflex Inc.
 - 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - 4. Anamet Electrical, Inc.; Anaconda Metal Hose.
 - 5. Electri-Flex Co.

6. Manhattan/CDT/Cole-Flex.
 7. Maverick Tube Corporation.
 8. O-Z Gedney; a unit of General Signal.
 9. Wheatland Tube Company.
- B. Rigid Steel Conduit: ANSI C80.1.
- C. EMT: ANSI C80.3.
- D. FMC: Zinc-coated steel.
- E. LFMC: Flexible steel conduit with PVC jacket.
- F. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886.
 2. Fittings for EMT: Steel or die-cast, set-screw or compression type.
- G. Joint Compound for Rigid Steel Conduit: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

2.02 NONMETALLIC CONDUIT AND TUBING

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. AFC Cable Systems, Inc.
 2. Anamet Electrical, Inc.; Anaconda Metal Hose.
 3. Arnco Corporation.
 4. CANTEX Inc.
 5. CertainTeed Corp.; Pipe & Plastics Group.
 6. Condux International, Inc.
 7. ElecSYS, Inc.
 8. Electri-Flex Co.
 9. Lamson & Sessions; Carlon Electrical Products.
 10. Manhattan/CDT/Cole-Flex.
 11. RACO; a Hubbell Company.
 12. Thomas & Betts Corporation.
- B. RNC: NEMA TC 2, unless otherwise indicated.
- C. Fittings for ENT and RNC: NEMA TC 3; match to conduit or tubing type and material.

2.03 OPTICAL FIBER/COMMUNICATIONS CABLE RACEWAY AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Arnco Corporation.
 2. Endot Industries Inc.
 3. IPEX Inc.
 4. Lamson & Sessions; Carlon Electrical Products.
- B. Description: Comply with UL 2024; flexible type, approved for plenum installation.

2.04 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
 2. EGS/Appleton Electric.
 3. Erickson Electrical Equipment Company.
 4. Hoffman.
 5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
 6. O-Z/Gedney; a unit of General Signal.
 7. RACO; a Hubbell Company.
 8. Robroy Industries, Inc.; Enclosure Division.
 9. Scott Fetzer Co.; Adalet Division.
 10. Spring City Electrical Manufacturing Company.
 11. Thomas & Betts Corporation.
 12. Walker Systems, Inc.; Wiremold Company (The).
 13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.
- B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.
- C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- E. Cabinets:
1. NEMA 250, Type 4x, stainless-steel box with removable interior panel and removable front.
 2. Hinged door in front cover with flush latch and concealed hinge.
 3. Key latch to match panelboards.
 4. Metal barriers to separate wiring of different systems and voltage.
 5. Accessory feet where required for freestanding equipment.

2.05 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. Description: Comply with SCTE 77.
1. Color of Frame and Cover: Green.
 2. Configuration: Units shall be designed for flush burial and have integral closed bottom, unless otherwise indicated.
 3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.
 4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
 5. Cover Legend: Molded lettering, "ELECTRIC." OR "TELEPHONE." as indicated for each service.
 6. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
 7. Handholes 12 inches wide by 24 inches long and larger shall have inserts for cable racks and pulling-in irons installed before concrete is poured.
- B. Fiberglass Handholes and Boxes: Molded of fiberglass-reinforced polyester resin, with covers of polymer concrete.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 2. Basis-of-Design Product: Subject to compliance with requirements, provide a comparable product by one of the following:
 - a. Carson Industries LLC.
 - b. Christy Concrete Products.
 - c. Nordic Fiberglass, Inc.

2.06 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

- A. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.
1. Tests of materials shall be performed by a independent testing agency.
 2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
 3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012, and traceable to NIST standards.

PART 3 - EXECUTION

3.01 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:
1. Exposed Conduit: Rigid steel conduit.

2. Concealed Conduit, Aboveground: Rigid steel conduit.
3. Underground Conduit: RNC, Type EPC-80-PVC, direct buried.
4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
5. Boxes and Enclosures, Aboveground: NEMA 250, Type 4X.
6. Application of Handholes and Boxes for Underground Wiring:
 - a. Handholes and Pull Boxes Subject to Light-Duty Pedestrian Traffic Only: Fiberglass-reinforced polyester resin, structurally tested according to SCTE 77 with 3000-lbf vertical loading.

B. Minimum Raceway Size: 3/4-inch trade size.

C. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.

3.02 INSTALLATION

A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.

B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Complete raceway installation before starting conductor installation.

D. Support raceways as specified in Division 16 Section "Vibration And Seismic Controls For Electrical Systems ."

E. Arrange stub-ups so curved portions of bends are not visible above the finished slab.

F. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.

G. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.

H. Raceways Embedded in Slabs:

1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
3. Change from ENT to RNC, Type EPC-40-PVC, rigid steel conduit, or IMC before rising above the floor.

- I. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- J. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.
- K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.
- L. Raceways for Optical Fiber and Communications Cable: Install raceways, metallic and nonmetallic, rigid and flexible, as follows:
 - 1. 3/4-Inch Trade Size and Smaller: Install raceways in maximum lengths of 50 feet.
 - 2. 1-Inch Trade Size and Larger: Install raceways in maximum lengths of 75 feet.
 - 3. Install with a maximum of two 90-degree bends or equivalent for each length of raceway unless Drawings show stricter requirements. Separate lengths with pull or junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.
- M. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where otherwise required by NFPA 70.
- N. Expansion-Joint Fittings for RNC: Install in each run of aboveground conduit that is located where environmental temperature change may exceed 30 deg F, and that has straight-run length that exceeds 25 feet.
 - 1. Install expansion-joint fittings for each of the following locations, and provide type and quantity of fittings that accommodate temperature change listed for location:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
 - c. Indoor Spaces: Connected with the Outdoors without Physical Separation: 125 deg F temperature change.
 - d. Attics: 135 deg F temperature change.
 - 2. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change.

3. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at the time of installation.
- O. Flexible Conduit Connections: Use maximum of 72 inches of flexible conduit for recessed and semirecessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 1. Use LFMC in damp or wet locations subject to severe physical damage.
 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

3.03 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Division 31 for pipe less than 6 inches in nominal diameter.
2. Install backfill as specified in Division 31.
3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Division 2 Section " Earth Moving."
4. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through the floor, unless otherwise indicated. Encase elbows for stub-up ducts throughout the length of the elbow.
5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete.
 - b. For stub-ups at equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.
6. Warning Planks: Bury warning planks approximately 12 inches above direct-buried conduits, placing them 24 inches o.c. Align planks along the width and along the centerline of conduit.

3.04 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.

- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.
- D. Install handholes and boxes with bottom below the frost line, 18 inches below grade.
- E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables, but short enough to preserve adequate working clearances in the enclosure.
- F. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.05 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION

SECTION 260548
VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 and Section 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:

- 1. Isolation pads.
- 2. Spring isolators.
- 3. Restrained spring isolators.
- 4. Channel support systems.
- 5. Restraint cables.
- 6. Hanger rod stiffeners.
- 7. Anchorage bushings and washers.

- B. Related Sections include the following:

- 1. Division 16 Section "Hangers and Supports for Electrical Systems" for commonly used electrical supports and installation requirements.

1.03 DEFINITIONS

- A. The IBC: International Building Code.
- B. ICC-ES: ICC-Evaluation Service.
- C. OSHPD: Office of Statewide Health Planning and Development for the State of California.

1.04 PERFORMANCE REQUIREMENTS

- A. Seismic-Restraint Loading:

- 1. Site Class as Defined in the IBC: D.
- 2. Assigned Seismic Use Group or Building Category as Defined in the IBC: III.
 - a. Component Importance Factor: 1.5.
 - b. Component Response Modification Factor: 2.5.
 - c. Component Amplification Factor: 1.0.

3. Design Spectral Response Acceleration at Short Periods (0.2 Second): 20.
4. Design Spectral Response Acceleration at 1.0-Second Period: 10.

1.05 SUBMITTALS

A. Product Data: For the following:

1. Include rated load, rated deflection, and overload capacity for each vibration isolation device.
2. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of seismic-restraint component used.
 - a. Tabulate types and sizes of seismic restraints, complete with report numbers and rated strength in tension and shear as evaluated by an agency acceptable to authorities having jurisdiction.
 - b. Annotate to indicate application of each product submitted and compliance with requirements.
3. Restrained-Isolation Devices: Include ratings for horizontal, vertical, and combined loads.

B. Delegated-Design Submittal: For vibration isolation and seismic-restraint details indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1. Design Calculations: Calculate static and dynamic loading due to equipment weight and operation, seismic forces required to select vibration isolators and seismic restraints.
 - a. Coordinate design calculations with wind-load calculations required for equipment mounted outdoors. Comply with requirements in other Division 16 Sections for equipment mounted outdoors.
2. Indicate materials and dimensions and identify hardware, including attachment and anchorage devices.
3. Field-fabricated supports.
4. Seismic-Restraint Details:
 - a. Design Analysis: To support selection and arrangement of seismic restraints. Include calculations of combined tensile and shear loads.
 - b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to the restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events. Indicate association with vibration isolation devices.
 - c. Preapproval and Evaluation Documentation: By an agency acceptable to authorities having jurisdiction, showing maximum ratings of restraint items and the basis for approval (tests or calculations).

- C. Coordination Drawings: Show coordination of seismic bracing for electrical components with other systems and equipment in the vicinity, including other supports and seismic restraints.
- D. Welding certificates.
- E. Qualification Data: For testing agency.
- F. Field quality-control test reports.

1.06 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
- B. Comply with seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.
- C. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- D. Seismic-restraint devices shall have horizontal and vertical load testing and analysis and shall bear anchorage preapproval OPA number from OSHPD, preapproval by ICC-ES, or preapproval by another agency acceptable to authorities having jurisdiction, showing maximum seismic-restraint ratings. Ratings based on independent testing are preferred to ratings based on calculations. If preapproved ratings are not available, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) to support seismic-restraint designs must be signed and sealed by a qualified professional engineer.
- E. Comply with NFPA 70.

PART 2 - PRODUCTS

2.01 VIBRATION ISOLATORS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - 1. Ace Mountings Co., Inc.
 - 2. Amber/Booth Company, Inc.
 - 3. California Dynamics Corporation.
 - 4. Isolation Technology, Inc.
 - 5. Kinetics Noise Control.
 - 6. Mason Industries.
 - 7. Vibration Eliminator Co., Inc.
 - 8. Vibration Isolation.
 - 9. Vibration Mountings & Controls, Inc.

- B. Pads: Arrange in single or multiple layers of sufficient stiffness for uniform loading over pad area, molded with a nonslip pattern and galvanized-steel baseplates, and factory cut to sizes that match requirements of supported equipment.
 - 1. Resilient Material: Oil- and water-resistant neoprene.
- C. Spring Isolators: Freestanding, laterally stable, open-spring isolators.
 - 1. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
 - 2. Minimum Additional Travel: 50 percent of the required deflection at rated load.
 - 3. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 - 4. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
 - 5. Baseplates: Factory drilled for bolting to structure and bonded to 1/4-inch- thick, rubber isolator pad attached to baseplate underside. Baseplates shall limit floor load to 500 psig.
 - 6. Top Plate and Adjustment Bolt: Threaded top plate with adjustment bolt and cap screw to fasten and level equipment.
- D. Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic or limit-stop restraint.
 - 1. Housing: Steel with resilient vertical-limit stops to prevent spring extension due to weight being removed; factory-drilled baseplate bonded to 1/4-inch- thick, neoprene or rubber isolator pad attached to baseplate underside; and adjustable equipment mounting and leveling bolt that acts as blocking during installation.
 - 2. Restraint: Seismic or limit-stop as required for equipment and authorities having jurisdiction.
 - 3. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
 - 4. Minimum Additional Travel: 50 percent of the required deflection at rated load.
 - 5. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 - 6. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.

2.02 SEISMIC-RESTRAINT DEVICES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - 1. Amber/Booth Company, Inc.
 - 2. California Dynamics Corporation.
 - 3. Cooper B-Line, Inc.; a division of Cooper Industries.
 - 4. Hilti Inc.
 - 5. Loos & Co.; Seismic Earthquake Division.
 - 6. Mason Industries.
 - 7. TOLCO Incorporated; a brand of NIBCO INC.
 - 8. Unistrut; Tyco International, Ltd.

- B. General Requirements for Restraint Components: Rated strengths, features, and application requirements shall be as defined in reports by an agency acceptable to authorities having jurisdiction.
 - 1. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least four times the maximum seismic forces to which they will be subjected.
- C. Channel Support System: MFMA-3, shop- or field-fabricated support assembly made of slotted steel channels with accessories for attachment to braced component at one end and to building structure at the other end and other matching components and with corrosion-resistant coating; and rated in tension, compression, and torsion forces.
- D. Restraint Cables: ASTM A 603 galvanized-steel cables with end connections made of steel assemblies with thimbles, brackets, swivels, and bolts designed for restraining cable service; and with a minimum of two clamping bolts for cable engagement.
- E. Hanger Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections to hanger rod. Do not weld stiffeners to rods.
- F. Bushings for Floor-Mounted Equipment Anchor: Neoprene bushings designed for rigid equipment mountings, and matched to type and size of anchors and studs.
- G. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings, and matched to type and size of attachment devices.
- H. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.
- I. Mechanical Anchor: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchors with strength required for anchor and as tested according to ASTM E 488. Minimum length of eight times diameter.
- J. Adhesive Anchor: Drilled-in and capsule anchor system containing polyvinyl or urethane methacrylate-based resin and accelerator, or injected polymer or hybrid mortar adhesive. Provide anchor bolts and hardware with zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

2.03 FACTORY FINISHES

- A. Finish: Manufacturer's standard prime-coat finish ready for field painting.
- B. Finish: Manufacturer's standard paint applied to factory-assembled and factory-tested equipment before shipping.

1. Powder coating on springs and housings.
2. All hardware shall be galvanized. Hot-dip galvanize metal components for exterior use.
3. Baked enamel or powder coat for metal components on isolators for interior use.
4. Color-code or otherwise mark vibration isolation and seismic-control devices to indicate capacity range.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas and equipment to receive vibration isolation and seismic-control devices for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Examine roughing-in of reinforcement and cast-in-place anchors to verify actual locations before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 APPLICATIONS

- A. Multiple Raceways or Cables: Secure raceways and cables to trapeze member with clamps approved for application by an agency acceptable to authorities having jurisdiction.
- B. Hanger Rod Stiffeners: Install hanger rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods due to seismic forces.
- C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static and seismic loads within specified loading limits.

3.03 SEISMIC-RESTRAINT DEVICE INSTALLATION

- A. Equipment and Hanger Restraints:
 1. Install restrained isolators on electrical equipment.
 2. Install resilient, bolt-isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch.
 3. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction providing required submittals for component.
- B. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.
- C. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.
- D. Drilled-in Anchors:

1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
4. Adhesive Anchors: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
5. Set anchors to manufacturer's recommended torque, using a torque wrench.
6. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

3.04 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

- A. Install flexible connections in runs of raceways, cables, wireways, cable trays, and busways where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where they terminate with connection to equipment that is anchored to a different structural element from the one supporting them as they approach equipment.

3.05 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.
- B. Perform tests and inspections.
- C. Tests and Inspections:
 1. Provide evidence of recent calibration of test equipment by a testing agency acceptable to authorities having jurisdiction.
 2. Schedule test with Owner, through Architect, before connecting anchorage device to restrained component (unless postconnection testing has been approved), and with at least seven days' advance notice.
 3. Obtain Architect's approval before transmitting test loads to structure. Provide temporary load-spreading members.
 4. Test at least four of each type and size of installed anchors and fasteners selected by Architect.
 5. Test to 90 percent of rated proof load of device.
 6. Measure isolator restraint clearance.
 7. Measure isolator deflection.
 8. Verify snubber minimum clearances.

9. If a device fails test, modify all installations of same type and retest until satisfactory results are achieved.
 - D. Remove and replace malfunctioning units and retest as specified above.
 - E. Prepare test and inspection reports.
- 3.06 ADJUSTING
- A. Adjust isolators after isolated equipment is at operating weight.
 - B. Adjust limit stops on restrained spring isolators to mount equipment at normal operating height. After equipment installation is complete, adjust limit stops so they are out of contact during normal operation.
 - C. Adjust active height of spring isolators.
 - D. Adjust restraints to permit free movement of equipment within normal mode of operation.

END OF SECTION

SECTION 260553

ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 and Section 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Identification for raceway and metal-clad cable.
 - 2. Identification for conductors and communication and control cable.
 - 3. Underground-line warning tape.
 - 4. Warning labels and signs.
 - 5. Instruction signs.
 - 6. Equipment identification labels.
 - 7. Miscellaneous identification products.

1.03 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.
- C. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.

1.04 QUALITY ASSURANCE

- A. Comply with ANSI A13.1 and ANSI C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.145.

1.05 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in the Contract Documents, Shop Drawings, manufacturer's wiring diagrams, and the Operation and

Maintenance Manual, and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.

- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.01 RACEWAY CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Color for Printed Legend:
 - 1. Power Circuits: Black letters on an orange field.
 - 2. Legend: Indicate system or service and voltage, if applicable.
- C. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- D. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- F. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches wide; compounded for outdoor use.

2.02 CONDUCTOR AND COMMUNICATION- AND CONTROL-CABLE IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- B. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

- C. Aluminum Wraparound Marker Labels: Cut from 0.014-inch- thick aluminum sheet, with stamped, embossed, or scribed legend, and fitted with tabs and matching slots for permanently securing around wire or cable jacket or around groups of conductors.
- D. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking nylon tie fastener.
- E. Write-On Tags: Polyester tag, 0.010 inch thick, with corrosion-resistant grommet and polyester or nylon tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.

2.03 UNDERGROUND-LINE WARNING TAPE

- A. Description: Permanent, bright-colored, continuous-printed, polyethylene tape.
 - 1. Not less than 6 inches wide by 4 mils thick.
 - 2. Compounded for permanent direct-burial service.
 - 3. Embedded continuous metallic strip or core.
 - 4. Printed legend shall indicate type of underground line.

2.04 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment, unless otherwise indicated.
- C. Baked-Enamel Warning Signs: Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application. 1/4-inch grommets in corners for mounting. Nominal size, 7 by 10 inches.
- D. Metal-Backed, Butyrate Warning Signs: Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application. 1/4-inch grommets in corners for mounting. Nominal size, 10 by 14 inches.
- E. Warning label and sign shall include, but are not limited to, the following legends:
 - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 - 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

2.05 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. in. and 1/8 inch thick for larger sizes.
 - 1. Engraved legend with black letters on white face.
 - 2. Punched or drilled for mechanical fasteners.
 - 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.06 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.
- B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and ultraviolet-resistant seal for label.
- C. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- D. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- E. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.07 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Cable Ties: Fungus-inert, self-extinguishing, 1-piece, self-locking, Type 6/6 nylon cable ties.
 - 1. Minimum Width: 3/16 inch.
 - 2. Tensile Strength: 50 lb, minimum.
 - 3. Temperature Range: Minus 40 to plus 185 deg F.
 - 4. Color: Black, except where used for color-coding.
- B. Paint: Paint materials and application requirements are specified in Division 9 painting Sections.
 - 1. Exterior Concrete, Stucco, and Masonry (Other Than Concrete Unit Masonry):
 - a. Semigloss Acrylic-Enamel Finish: Two finish coat(s) over a primer.
 - 1) Primer: Exterior concrete and masonry primer.
 - 2) Finish Coats: Exterior semigloss acrylic enamel.
 - 2. Exterior Concrete Unit Masonry:

- a. Semigloss Acrylic-Enamel Finish: Two finish coat(s) over a block filler.
 - 1) Block Filler: Concrete unit masonry block filler.
 - 2) Finish Coats: Exterior semigloss acrylic enamel.
3. Exterior Ferrous Metal:
 - a. Semigloss Alkyd-Enamel Finish: Two finish coat(s) over a primer.
 - 1) Primer: Exterior ferrous-metal primer.
 - 2) Finish Coats: Exterior semigloss alkyd enamel.
4. Exterior Zinc-Coated Metal (except Raceways):
 - a. Semigloss Alkyd-Enamel Finish: Two finish coat(s) over a primer.
 - 1) Primer: Exterior zinc-coated metal primer.
 - 2) Finish Coats: Exterior semigloss alkyd enamel.
5. Interior Concrete and Masonry (Other Than Concrete Unit Masonry):
 - a. Semigloss Alkyd-Enamel Finish: One finish coat(s) over a primer.
 - 1) Primer: Interior concrete and masonry primer.
 - 2) Finish Coats: Interior semigloss alkyd enamel.
6. Interior Concrete Unit Masonry:
 - a. Semigloss Acrylic-Enamel Finish: One finish coat(s) over a block filler.
 - 1) Block Filler: Concrete unit masonry block filler.
 - 2) Finish Coats: Interior semigloss acrylic enamel.
7. Interior Gypsum Board:
 - a. Semigloss Acrylic-Enamel Finish: One finish coat(s) over a primer.
 - 1) Primer: Interior gypsum board primer.
 - 2) Finish Coats: Interior semigloss acrylic enamel.
8. Interior Ferrous Metal:
 - a. Semigloss Acrylic-Enamel Finish: Two finish coat(s) over a primer.
 - 1) Primer: Interior ferrous-metal primer.
 - 2) Finish Coats: Interior semigloss acrylic enamel.

9. Interior Zinc-Coated Metal (except Raceways):
 - a. Semigloss Acrylic-Enamel Finish: One finish coat(s) over a primer.
 - 1) Primer: Interior zinc-coated metal primer.
 - 2) Finish Coats: Interior semigloss acrylic enamel.
- C. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.01 APPLICATION

- A. Raceways and Duct Banks More Than 600 V Concealed within Buildings: 4-inch- wide black stripes on 10-inch centers over orange background that extends full length of raceway or duct and is 12 inches wide. Stencil legend "DANGER CONCEALED HIGH VOLTAGE WIRING" with 3-inch- high black letters on 20-inch centers. Stop stripes at legends. Apply to the following finished surfaces:
 1. Floor surface directly above conduits running beneath and within 12 inches of a floor that is in contact with earth or is framed above unexcavated space.
 2. Wall surfaces directly external to raceways concealed within wall.
 3. Accessible surfaces of concrete envelope around raceways in vertical shafts, exposed in the building, or concealed above suspended ceilings.
- B. Accessible Raceways and Metal-Clad Cables More Than 600 V: Identify with "DANGER-HIGH VOLTAGE" in black letters at least 2 inches high, with snap-around labels. Repeat legend at 10-foot maximum intervals.
- C. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A: Identify with orange snap-around label.
- D. Accessible Raceways and Cables of Auxiliary Systems: Identify the following systems with color-coded, snap-around, color-coding bands:
 1. Fire Alarm System: Red.
 2. Fire-Suppression Supervisory and Control System: Red and yellow.
 3. Combined Fire Alarm and Security System: Red and blue.
 4. Security System: Blue and yellow.
 5. Mechanical and Electrical Supervisory System: Green and blue.
 6. Telecommunication System: Green and yellow.
 7. Control Wiring: Green and red.

- E. Power-Circuit Conductor Identification: For primary and secondary conductors No. 1/0 AWG and larger in vaults, pull and junction boxes, manholes, and handholes use metal tags. Identify source and circuit number of each set of conductors. For single conductor cables, identify phase in addition to the above.
- F. Branch-Circuit Conductor Identification: Where there are conductors for more than three branch circuits in same junction or pull box, use write-on tags. Identify each ungrounded conductor according to source and circuit number.
- G. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source and circuit number.
- H. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, signal, sound, intercommunications, voice, and data connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and Operation and Maintenance Manual.
- I. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- J. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Comply with 29 CFR 1910.145 and apply self-adhesive warning labels. Identify system voltage with black letters on an orange background. Apply to exterior of door, cover, or other access.
 - 1. Equipment with Multiple Power or Control Sources: Apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.
 - 2. Equipment Requiring Workspace Clearance According to NFPA 70: Unless otherwise indicated, apply to door or cover of equipment but not on flush panelboards and similar equipment in finished spaces.
- K. Instruction Signs:
 - 1. Operating Instructions: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

2. Emergency Operating Instructions: Install instruction signs with white legend on a red background with minimum 3/8-inch- high letters for emergency instructions at equipment used for power transfer.
- L. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
1. Labeling Instructions:
 - a. Indoor Equipment: Self-adhesive, engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on 1-1/2-inch- high label; where 2 lines of text are required, use labels 2 inches high.
 - b. Outdoor Equipment: Stenciled legend 4 inches high.
 - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 2. Equipment to Be Labeled:
 - a. Panelboards, electrical cabinets, and enclosures.
 - b. Access doors and panels for concealed electrical items.
 - c. Electrical switchgear and switchboards.
 - d. Transformers.
 - e. Electrical substations.
 - f. Emergency system boxes and enclosures.
 - g. Motor-control centers.
 - h. Disconnect switches.
 - i. Enclosed circuit breakers.
 - j. Motor starters.
 - k. Push-button stations.
 - l. Power transfer equipment.
 - m. Contactors.
 - n. Remote-controlled switches, dimmer modules, and control devices.
 - o. Battery inverter units.
 - p. Battery racks.
 - q. Power-generating units.
 - r. Voice and data cable terminal equipment.
 - s. Master clock and program equipment.
 - t. Intercommunication and call system master and staff stations.
 - u. Television/audio components, racks, and controls.
 - v. Fire-alarm control panel and annunciators.
 - w. Security and intrusion-detection control stations, control panels, terminal cabinets, and racks.
 - x. Monitoring and control equipment.

- y. Uninterruptible power supply equipment.
- z. Terminals, racks, and patch panels for voice and data communication and for signal and control functions.

3.02 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach nonadhesive signs and plastic labels with screws and auxiliary hardware appropriate to the location and substrate.
- F. System Identification Color Banding for Raceways and Cables: Each color band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- G. Color-Coding for Phase and Voltage Level Identification, 600 V and Less: Use the colors listed below for ungrounded service, feeder, and branch-circuit conductors.
 - 1. Color shall be factory applied or, for sizes larger than No. 10 AWG if authorities having jurisdiction permit, field applied.
 - 2. Colors for 208/120-V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 - 3. Colors for 480/277-V Circuits:
 - a. Phase A: Brown.
 - b. Phase B: Orange.
 - c. Phase C: Yellow.
 - 4. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

- H. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- I. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.
- J. Painted Identification: Prepare surface and apply paint according to Division 9 painting Sections.

END OF SECTION

SECTION 260923
LIGHTING CONTROL DEVICES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 and Section 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following lighting control devices:
 - 1. Time switches.
 - 2. Photoelectric switches.
 - 3. Lighting contactors.

1.03 DEFINITIONS

- A. LED: Light-emitting diode.

1.04 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show installation details for occupancy and light-level sensors.
 - 1. Interconnection diagrams showing field-installed wiring.
- C. Operation and Maintenance Data: For each type of product to include in emergency, operation, and maintenance manuals.

1.05 QUALITY ASSURANCE

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

1.06 COORDINATION

- A. Coordinate layout and installation of ceiling-mounted devices with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, smoke detectors, fire-suppression system, and partition assemblies.

PART 2 - PRODUCTS

2.01 TIME SWITCHES

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

1. Area Lighting Research, Inc.; Tyco Electronics.
2. Grasslin Controls Corporation; a GE Industrial Systems Company.
3. Intermatic, Inc.
4. Leviton Mfg. Company Inc.
5. Lightolier Controls; a Genlyte Company.
6. Lithonia Lighting; Acuity Lighting Group, Inc.
7. Paragon Electric Co.; Invensys Climate Controls.
8. Square D; Schneider Electric.
9. TORK.
10. Touch-Plate, Inc.
11. Watt Stopper (The).

B. Electromechanical-Dial Time Switches: Type complying with UL 917.

1. Contact Rating: 30-A inductive or resistive, 240-V ac.
2. Circuitry: Allow connection of a photoelectric relay as substitute for on-off function of a program.
3. Eight-Day Program: Uniquely programmable for each weekday and holidays.
4. Wound-spring reserve carryover mechanism to keep time during power failures, minimum of 16 hours.

2.02 OUTDOOR PHOTOELECTRIC SWITCHES

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

1. Area Lighting Research, Inc.; Tyco Electronics.
2. Grasslin Controls Corporation; a GE Industrial Systems Company.
3. Intermatic, Inc.
4. Lithonia Lighting; Acuity Lighting Group, Inc.
5. Novitas, Inc.
6. Paragon Electric Co.; Invensys Climate Controls.
7. Square D; Schneider Electric.
8. TORK.
9. Touch-Plate, Inc.
10. Watt Stopper (The).

B. Description: Solid state, with SPST dry contacts rated for 1800-VA tungsten or 1000-VA inductive, to operate connected relay, contactor coils, or microprocessor input; complying with UL 773A.

1. Light-Level Monitoring Range: 1.5 to 10 fc, with an adjustment for turn-on and turn-off levels within that range, and a directional lens in front of photocell to prevent fixed light sources from causing turn-off.
 2. Time Delay: 15-second minimum, to prevent false operation.
 3. Surge Protection: Metal-oxide varistor, complying with IEEE C62.41.1, IEEE C62.41.2, and IEEE 62.45 for Category A1 locations.
 4. Mounting: Twist lock complying with IEEE C136.10, with base-and-stem mounting or stem-and-swivel mounting accessories as required to direct sensor to the north sky exposure.
- C. Description: Solid state, with SPST dry contacts rated for 1800 VA to operate connected load, relay, or contactor coils; complying with UL 773.
1. Light-Level Monitoring Range: 1.5 to 10 fc, with an adjustment for turn-on and turn-off levels within that range.
 2. Time Delay: 30-second minimum, to prevent false operation.
 3. Lightning Arrester: Air-gap type.
 4. Mounting: Twist lock complying with IEEE C136.10, with base.

2.03 LIGHTING CONTACTORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Allen-Bradley/Rockwell Automation.
 2. ASCO Power Technologies, LP; a division of Emerson Electric Co.
 3. Eaton Electrical Inc.; Cutler-Hammer Products.
 4. GE Industrial Systems; Total Lighting Control.
 5. Grasslin Controls Corporation; a GE Industrial Systems Company.
 6. Hubbell Lighting.
 7. Lithonia Lighting; Acuity Lighting Group, Inc.
 8. MicroLite Lighting Control Systems.
 9. Square D; Schneider Electric.
 10. TORK.
 11. Touch-Plate, Inc.
 12. Watt Stopper (The).
- B. Description: Electrically operated and mechanically held, combination type with nonfused disconnect, complying with NEMA ICS 2 and UL 508.
1. Current Rating for Switching: Listing or rating consistent with type of load served, including tungsten filament, inductive, and high-inrush ballast (ballast with 15 percent or less total harmonic distortion of normal load current).
 2. Fault Current Withstand Rating: Equal to or exceeding the available fault current at the point of installation.
 3. Enclosure: Comply with NEMA 250.

4. Provide with control and pilot devices as indicated on Drawings, matching the NEMA type specified for the enclosure.

2.04 CONDUCTORS AND CABLES

- A. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG. Comply with requirements in Division 16 Section "Conductors and Cables."
- B. Classes 2 and 3 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 18 AWG. Comply with requirements in Division 16 Section "Conductors and Cables."
- C. Class 1 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 14 AWG. Comply with requirements in Division 16 Section "Conductors and Cables."

PART 3 - EXECUTION

3.01 CONTACTOR INSTALLATION

- A. Mount electrically held lighting contactors with elastomeric isolator pads, to eliminate structure-borne vibration, unless contactors are installed in an enclosure with factory-installed vibration isolators.

3.02 WIRING INSTALLATION

- A. Wiring Method: Comply with Division 16 Section "Conductors and Cables." Minimum conduit size shall be 1/2 inch.
- B. Wiring within Enclosures: Comply with NECA 1. Separate power-limited and nonpower-limited conductors according to conductor manufacturer's written instructions.
- C. Size conductors according to lighting control device manufacturer's written instructions, unless otherwise indicated.
- D. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.

3.03 IDENTIFICATION

- A. Identify components and power and control wiring according to Division 16 Section "Electrical Identification."
 1. Identify controlled circuits in lighting contactors.
 2. Identify circuits or luminaries controlled by photoelectric and occupancy sensors at each sensor.
- B. Label time switches and contactors with a unique designation.

3.04 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
 - 1. After installing time switches and sensors, and after electrical circuitry has been energized, adjust and test for compliance with requirements.
 - 2. Operational Test: Verify operation of each lighting control device, and adjust time delays.
- B. Lighting control devices that fail tests and inspections are defective work.

3.05 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting sensors to suit occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

3.06 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain lighting control devices. Refer to Division 1 Section "Demonstration and Training."

END OF SECTION

SECTION 262726
WIRING DEVICES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 and 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Receptacles, receptacles with integral GFCI, and associated device plates.
 - 2. Snap switches.

1.03 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- D. UTP: Unshielded twisted pair.

1.04 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Field quality-control test reports.
- D. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing label warnings and instruction manuals that include labeling conditions.

1.05 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of wiring device and associated wall plate through one source from a single manufacturer. Insofar as they are available, obtain all wiring devices and associated wall plates from a single manufacturer and one source.

- 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 NFPA 70.

1.06 COORDINATION

- A. Receptacles for Owner-Furnished Equipment: Match plug configurations.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
 - 1. Cooper Wiring Devices; a division of Cooper Industries, Inc. (Cooper).
 - 2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
 - 3. Leviton Mfg. Company Inc. (Leviton).
 - 4. Pass & Seymour/Legrand; Wiring Devices & Accessories (Pass & Seymour).

2.02 STRAIGHT BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; 5351 (single), 5352 (duplex).
 - b. Hubbell; HBL5351 (single), CR5352 (duplex).
 - c. Leviton; 5891 (single), 5352 (duplex).
 - d. Pass & Seymour; 5381 (single), 5352 (duplex).

2.03 GFCI RECEPTACLES

- A. General Description: Straight blade, feed-through type. Comply with NEMA WD 1, NEMA WD 6, UL 498, and UL 943, Class A, and include indicator light that is lighted when device is tripped.
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; GF20.
 - b. Pass & Seymour; 2084.

2.04 SNAP SWITCHES

- A. Comply with NEMA WD 1 and UL 20.
- B. Switches, 120/277 V, 20 A:
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; 2221 (single pole), 2222 (two pole), 2223 (three way), 2224 (four way).
 - b. Hubbell; CS1221 (single pole), CS1222 (two pole), CS1223 (three way), CS1224 (four way).
 - c. Leviton; 1221-2 (single pole), 1222-2 (two pole), 1223-2 (three way), 1224-2 (four way).
 - d. Pass & Seymour; 20AC1 (single pole), 20AC2 (two pole), 20AC3 (three way), 20AC4 (four way).
- C. Pilot Light Switches, 20 A:
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; 2221PL for 120 V and 277 V.
 - b. Hubbell; HPL1221PL for 120 V and 277 V.
 - c. Leviton; 1221-PLR for 120 V, 1221-7PLR for 277 V.
 - d. Pass & Seymour; PS20AC1-PLR for 120 V.
 - 2. Description: Single pole, with neon-lighted handle, illuminated when switch is "ON."

2.05 WALL PLATES

- A. Single and combination types to match corresponding wiring devices.
 - 1. Material for Damp Locations: Thermoplastic with spring-loaded lift cover, and listed and labeled for use in "wet locations."
- B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with type 3R weather-resistant, die-cast aluminum with lockable cover.

2.06 FINISHES

- A. Color: Wiring device catalog numbers in Section Text do not designate device color.
 - 1. Wiring Devices Connected to Normal Power System: Ivory , unless otherwise indicated or required by NFPA 70 or device listing.
 - 2. Wiring Devices Connected to Emergency Power System: Red.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Comply with NECA 1, including the mounting heights listed in that standard, unless otherwise noted.
- B. Coordination with Other Trades:
 - 1. Take steps to insure that devices and their boxes are protected. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of the boxes.
 - 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 - 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 - 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
 - 1. Do not strip insulation from conductors until just before they are spliced or terminated on devices.
 - 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
 - 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
 - 4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtailling existing conductors is permitted provided the outlet box is large enough.
- D. Device Installation:
 - 1. Replace all devices that have been in temporary use during construction or that show signs that they were installed before building finishing operations were complete.
 - 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
 - 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
 - 4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
 - 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, 2/3 to 3/4 of the way around terminal screw.
 - 6. Use a torque screwdriver when a torque is recommended or required by the manufacturer.
 - 7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
 - 8. Tighten unused terminal screws on the device.
 - 9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device mounting screws in yokes, allowing metal-to-metal contact.

- E. Receptacle Orientation:
 - 1. Install ground pin of vertically mounted receptacles down, and on horizontally mounted receptacles to the right.
- F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.
- H. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

3.02 IDENTIFICATION

- A. Comply with Division 16 Section "Electrical Identification."
 - 1. Receptacles: Identify panelboard and circuit number from which served. Use hot, stamped or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.03 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
 - 1. In healthcare facilities, prepare reports that comply with recommendations in NFPA 99.
 - 2. Test Instruments: Use instruments that comply with UL 1436.
 - 3. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated LED indicators of measurement.
- B. Tests for Convenience Receptacles:
 - 1. Line Voltage: Acceptable range is 105 to 132 V.
 - 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is not acceptable.
 - 3. Ground Impedance: Values of up to 2 ohms are acceptable.
 - 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
 - 5. Using the test plug, verify that the device and its outlet box are securely mounted.
 - 6. The tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

END OF SECTION

SECTION 262813
FUSES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 and Section 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Cartridge fuses rated 600 V and less for use in switches.
 - 2. Spare-fuse cabinets.

1.03 SUBMITTALS

- A. Product Data: Include the following for each fuse type indicated:
 - 1. Dimensions and manufacturer's technical data on features, performance, electrical characteristics, and ratings.
 - 2. Let-through current curves for fuses with current-limiting characteristics.
 - 3. Time-current curves, coordination charts and tables, and related data.
 - 4. Fuse size for elevator feeders and elevator disconnect switches.
- B. Ambient Temperature Adjustment Information: If ratings of fuses have been adjusted to accommodate ambient temperatures, provide list of fuses with adjusted ratings.
 - 1. For each fuse having adjusted ratings, include location of fuse, original fuse rating, local ambient temperature, and adjusted fuse rating.
 - 2. Provide manufacturer's technical data on which ambient temperature adjustment calculations are based.
- C. Operation and Maintenance Data: For fuses to include in emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Division 1 Section " Project Closeout," include the following:
 - a. Let-through current curves for fuses with current-limiting characteristics.
 - b. Time-current curves, coordination charts and tables, and related data.

- c. Ambient temperature adjustment information.

1.04 QUALITY ASSURANCE

- A. Source Limitations: Obtain fuses from a single manufacturer.
- 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 FU 1.
- D. Comply with NFPA 70.

1.05 PROJECT CONDITIONS

- A. Where ambient temperature to which fuses are directly exposed is less than 40 deg F or more than 100 deg F, apply manufacturer's ambient temperature adjustment factors to fuse ratings.

1.06 COORDINATION

- A. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size.

1.07 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Fuses: Quantity equal to 10 percent of each fuse type and size, but no fewer than 2 of each type and size.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper Bussman, Inc.
 - 2. Eagle Electric Mfg. Co., Inc.; Cooper Industries, Inc.
 - 3. Ferraz Shawmut, Inc.
 - 4. Tracor, Inc.; Littelfuse, Inc. Subsidiary.

2.02 CARTRIDGE FUSES

- A. Characteristics: NEMA FU 1, nonrenewable cartridge fuse; class and current rating indicated; voltage rating consistent with circuit voltage.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine utilization equipment nameplates and installation instructions. Install fuses of sizes and with characteristics appropriate for each piece of equipment.
- B. Evaluate ambient temperatures to determine if fuse rating adjustment factors must be applied to fuse ratings.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 FUSE APPLICATIONS

- A. Service Entrance: Class L, fast acting.
- B. Feeders: Class L, fast acting L, time delay RK1, fast acting RK1, time delay.
- C. Motor Branch Circuits: Class RK5, time delay.
- D. Other Branch Circuits: Class RK5, time delay.

3.03 INSTALLATION

- A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.
- B. Install spare-fuse cabinet(s).

3.04 IDENTIFICATION

- A. Install labels indicating fuse replacement information on inside door of each fused switch.

END OF SECTION

SECTION 262816
ENCLOSED SWITCHES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 and Section 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Fusible switches.
 - 2. Nonfusible switches.
 - 3. Enclosures.

1.03 DEFINITIONS

- A. NC: Normally closed.
- B. NO: Normally open.
- C. SPDT: Single pole, double throw.

1.04 PERFORMANCE REQUIREMENTS

- 1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."

1.05 SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
 - 1. Enclosure types and details for types other than NEMA 250, Type 1.
 - 2. Current and voltage ratings.
 - 3. Short-circuit current ratings (interrupting and withstand, as appropriate).
 - 4. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.

- B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Wiring Diagrams: For power, signal, and control wiring.
- C. Qualification Data: For qualified testing agency.
- D. Seismic Qualification Certificates: For enclosed switches and circuit breakers, accessories, and components, from manufacturer.
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- E. Field quality-control reports.
 - 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. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1 Section "Project Closeout," include the following:
 - 1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.

1.06 QUALITY ASSURANCE

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

1.07 PROJECT CONDITIONS

- A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 - 1. Ambient Temperature: Not less than minus 22 deg F and not exceeding 104 deg F.
 - 2. Altitude: Not exceeding 6600 feet.
- B. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
 - 1. Notify Owner no fewer than seven days in advance of proposed interruption of electric service.
 - 2. Indicate method of providing temporary electric service.
 - 3. Do not proceed with interruption of electric service without Owner's written permission.
 - 4. Comply with NFPA 70E.

1.08 COORDINATION

- A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels

1.09 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
 - 2. Fuse Pullers: Two for each size and type.

PART 2 - PRODUCTS

2.01 FUSIBLE SWITCHES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 - 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 - 3. Siemens Energy & Automation, Inc.
 - 4. Square D; a brand of Schneider Electric.

- B. Type GD, General Duty, Single Throw, 240-V ac, 800 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with cartridge fuse interiors to accommodate indicated fuses, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- C. Type HD, Heavy Duty, Single Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- D. Type HD, Heavy Duty, Six Pole, Single Throw, 600-V ac, 200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- E. Type HD, Heavy Duty, Double Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- F. Accessories:
 - 1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 - 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
 - 3. Isolated Ground Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
 - 4. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
 - 5. Auxiliary Contact Kit: One NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
 - 6. Hookstick Handle: Allows use of a hookstick to operate the handle.
 - 7. Lugs: Mechanical type, suitable for number, size, and conductor material.
 - 8. Service-Rated Switches: Labeled for use as service equipment.
 - 9. Accessory Control Power Voltage: Remote mounted and powered; 24-V ac.

2.02 NONFUSIBLE SWITCHES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 - 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 - 3. Siemens Energy & Automation, Inc.
 - 4. Square D; a brand of Schneider Electric.
- B. Type GD, General Duty, Single Throw, 600 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.

- C. Type HD, Heavy Duty, Single Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- D. Type HD, Heavy Duty, Six Pole, Single Throw, 600-V ac, 200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- E. Type HD, Heavy Duty, Double Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- F. Accessories:
 - 1. Equipment Ground Kit: Internally mounted and labeled for copper ground conductors.
 - 2. Auxiliary Contact Kit: One NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
 - 3. Hookstick Handle: Allows use of a hookstick to operate the handle.
 - 4. Lugs: Mechanical type, suitable for number, size, and conductor material.
 - 5. Accessory Control Power Voltage: Remote mounted and powered; 24-V ac.

2.03 ENCLOSURES

- A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
 - 1. Outdoor Locations: NEMA 250, Type 4X.
 - 2. Kitchen Wash-Down Areas: NEMA 250, Type 4X.
 - 3. Other Wet or Damp, Indoor Locations: NEMA 250, Type 4X.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.

- B. Comply with mounting and anchoring requirements specified in Division 16 Section "Vibration and Seismic Controls for Electrical Systems."
- C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- D. Install fuses in fusible devices.
- E. Comply with NECA 1.

3.03 IDENTIFICATION

- A. Comply with requirements in Division 16 Section "Electrical Identification."
 - 1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
 - 2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.04 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Perform tests and inspections.
- C. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each enclosed switch and circuit breaker, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- D. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
 - 3. Perform the following infrared scan tests and inspections and prepare reports:
 - a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each enclosed switch and circuit breaker. Remove front panels so joints and connections are accessible to portable scanner.
 - b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each enclosed switch and circuit breaker 11 months after date of Substantial Completion.
 - c. Instruments and Equipment: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

4. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.
- F. Prepare test and inspection reports, including a certified report that identifies enclosed switches and circuit breakers and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.05 ADJUSTING

- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

END OF SECTION

SECTION 263213
PACKAGED ENGINE GENERATORS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 and Section 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes packaged engine-generator sets for emergency power supply with the following features:
 - 1. Natural Gas engine.
 - 2. Unit-mounted cooling system.
 - 3. Unit-mounted control and monitoring.
 - 4. Performance requirements for sensitive loads.
 - 5. Load banks.
 - 6. Outdoor enclosure.
- B. Related Sections include the following:
 - 1. Division 26 36 00 Section "Transfer Switches" for transfer switches including sensors and relays to initiate automatic-starting and -stopping signals for engine-generator sets.

1.03 DEFINITIONS

- A. Operational Bandwidth: The total variation from the lowest to highest value of a parameter over the range of conditions indicated, expressed as a percentage of the nominal value of the parameter.

1.04 SUBMITTALS

- A. Product Data: For each type of packaged engine generator indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. In addition, include the following:
 - 1. Thermal damage curve for generator.
 - 2. Time-current characteristic curves for generator protective device.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

1. Dimensioned outline plan and elevation drawings of engine-generator set and other components specified.
 2. Design Calculations: Signed and sealed by a qualified professional engineer. Calculate requirements for selecting vibration isolators and seismic restraints and for designing vibration isolation bases.
 3. Vibration Isolation Base Details: Signed and sealed by a qualified professional engineer. Detail fabrication, including anchorages and attachments to structure and to supported equipment. Include base weights.
 4. Wiring Diagrams: Power, signal, and control wiring.
- C. Manufacturer Seismic Qualification Certification: Submit certification that engine-generator set, batteries, battery racks, accessories, and components will withstand seismic forces defined in Division 16 Section "Vibration and Seismic Controls for Electrical Systems." Include the following:
1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."
 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- D. Qualification Data: For manufacturer and testing agency.
- E. Source quality-control test reports.
1. Certified summary of prototype-unit test report.
 2. Certified Test Reports: For components and accessories that are equivalent, but not identical, to those tested on prototype unit.
 3. Certified Summary of Performance Tests: Certify compliance with specified requirement to meet performance criteria for sensitive loads.
 4. Report of factory test on units to be shipped for this Project, showing evidence of compliance with specified requirements.
 5. Report of sound generation.
 6. Report of exhaust emissions showing compliance with applicable regulations.
 7. Certified Torsional Vibration Compatibility: Comply with NFPA 110.
- F. Field quality-control test reports.

- G. Operation and Maintenance Data: For packaged engine generators to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1 Section "Project Closeout," include the following:
 - 1. List of tools and replacement items recommended to be stored at Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.

H. Warranty: Special warranty specified in this Section.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
 - 1. Maintenance Proximity: Not more than four hours' normal travel time from Installer's place of business to Project site.
 - 2. Engineering Responsibility: Preparation of data for vibration isolators and seismic restraints of engine skid mounts, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Manufacturer Qualifications: A qualified manufacturer. Maintain, within 200 miles of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.
- C. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL), and that is acceptable to authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- D. Source Limitations: Obtain packaged generator sets and auxiliary components through one source from a single manufacturer.
- E. 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.
- F. Comply with ASME B15.1.
- G. Comply with NFPA 37.
- H. Comply with NFPA 70.
- I. Comply with NFPA 110 requirements for Level 2 emergency power supply system.

- J. Comply with UL 2200.
- K. Engine Exhaust Emissions: Comply with applicable state and local government requirements.
- L. Noise Emission: Comply with applicable state and local government requirements for maximum noise level at adjacent property boundaries due to sound emitted by generator set including engine, engine exhaust, engine cooling-air intake and discharge, and other components of installation.

1.06 PROJECT CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:
 - 1. Notify Owner no fewer than 7 days in advance of proposed interruption of electrical service.
 - 2. Do not proceed with interruption of electrical service without Owner's written permission.
- B. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 - 1. Ambient Temperature: 5 to 40 deg C.
 - 2. Relative Humidity: 0 to 95 percent.
 - 3. Altitude: Sea level to 1000 feet.

1.07 COORDINATION

- A. Coordinate size and location of concrete bases for package engine generators. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 3.

1.08 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: 5 years from date of Substantial Completion.

1.09 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, provide 12 months' full maintenance by skilled employees of manufacturer's designated service organization. Include quarterly exercising to check for proper starting, load transfer, and running under load. Include routine preventive maintenance as recommended by manufacturer and adjusting as required for proper operation. Provide parts and supplies same as those used in the manufacture and installation of original equipment.

1.10 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Fuses: One for every 10 of each type and rating, but no fewer than one of each.
 - 2. Indicator Lamps: Two for every six of each type used, but no fewer than two of each.
 - 3. Filters: One set each of lubricating oil, fuel, and combustion-air filters.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - 1. Caterpillar; Engine Div.
 - 2. Generac Power Systems, Inc.
 - 3. Kohler Co.; Generator Division.
 - 4. Magnetek, Inc.
 - 5. Onan/Cummins Power Generation; Industrial Business Group.
 - 6. Spectrum Detroit Diesel.

2.02 ENGINE-GENERATOR SET

- A. Factory-assembled and -tested, engine-generator set.
- B. Mounting Frame: Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.
 - 1. Rigging Diagram: Inscribed on metal plate permanently attached to mounting frame to indicate location and lifting capacity of each lifting attachment and generator-set center of gravity.

C. Capacities and Characteristics:

1. Power Output Ratings: Nominal ratings as indicated.
2. Output Connections: Three-phase, four wire.
3. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of component.

D. Generator-Set Performance:

1. Steady-State Voltage Operational Bandwidth: 3 percent of rated output voltage from no load to full load.
2. Transient Voltage Performance: Not more than 20 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within three seconds.
3. Steady-State Frequency Operational Bandwidth: 0.5 percent of rated frequency from no load to full load.
4. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
5. Transient Frequency Performance: Less than 5 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within five seconds.
6. Output Waveform: At no load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for single harmonics. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
7. Sustained Short-Circuit Current: For a 3-phase, bolted short circuit at system output terminals, system shall supply a minimum of 250 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to generator system components.
8. Start Time: Comply with NFPA 110, Type 10, system requirements.

E. Generator-Set Performance for Sensitive Loads:

1. Oversizing generator compared with the rated power output of the engine is permissible to meet specified performance.
 - a. Nameplate Data for Oversized Generator: Show ratings required by the Contract Documents rather than ratings that would normally be applied to generator size installed.
2. Steady-State Voltage Operational Bandwidth: 1 percent of rated output voltage from no load to full load.
3. Transient Voltage Performance: Not more than 10 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within 0.5 second.
4. Steady-State Frequency Operational Bandwidth: Plus or minus 0.25 percent of rated frequency from no load to full load.

5. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
6. Transient Frequency Performance: Less than 2-Hz variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within three seconds.
7. Output Waveform: At no load, harmonic content measured line to neutral shall not exceed 2 percent total with no slot ripple. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
8. Sustained Short-Circuit Current: For a 3-phase, bolted short circuit at system output terminals, system shall supply a minimum of 300 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to winding insulation or other generator system components.
9. Excitation System: Performance shall be unaffected by voltage distortion caused by nonlinear load.
 - a. Provide permanent magnet excitation for power source to voltage regulator.
10. Start Time: Comply with NFPA 110, Type 10, system requirements.

2.03 ENGINE

- A. Fuel: Natural gas.
- B. Rated Engine Speed: 1800 rpm.
- C. Maximum Piston Speed for Four-Cycle Engines: 2250 fpm.
- D. Lubrication System: The following items are mounted on engine or skid:
 1. Filter and Strainer: Rated to remove 90 percent of particles 5 micrometers and smaller while passing full flow.
 2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.
 3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- E. Engine Fuel System:
 1. Natural Gas System:
 - a. Carburetor.
 - b. Secondary Gas Regulators:
 - c. Fuel-Shutoff Solenoid Valves:
 - d. Flexible Fuel Connectors:
- F. Governor: Mechanical.

- G. Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine-generator-set mounting frame and integral engine-driven coolant pump.
1. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
 2. Size of Radiator: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
 3. Expansion Tank: Constructed of welded steel plate and rated to withstand maximum closed-loop coolant system pressure for engine used. Equip with gage glass and petcock.
 4. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
 5. Coolant Hose: Flexible assembly with inside surface of nonporous rubber and outer covering of aging-, ultraviolet-, and abrasion-resistant fabric.
 - a. Rating: 50-psig maximum working pressure with coolant at 180 deg F, and noncollapsible under vacuum.
 - b. End Fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.
- H. Muffler/Silencer: Industrial type, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements.
1. Minimum sound attenuation of 12 dB at 500 Hz.
 2. Sound level measured at a distance of 25 feet from exhaust discharge after installation is complete shall be 87 dBA or less.
- I. Air-Intake Filter: Standard-duty, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.
- J. Starting System: 12-V electric, with negative ground.
1. Components: Sized so they will not be damaged during a full engine-cranking cycle with ambient temperature at maximum.
 2. Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.
 3. Cranking Cycle: As required by NFPA 110 for system level specified.
 4. Battery: Adequate capacity within ambient temperature range to provide specified cranking cycle at least three times without recharging.
 5. Battery Cable: Size as recommended by engine manufacturer for cable length indicated. Include required interconnecting conductors and connection accessories.
 6. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation and 35-A minimum continuous rating.

7. Battery Charger: Current-limiting, automatic-equalizing and float-charging type. Unit shall comply with UL 1236 and include the following features:
 - a. Operation: Equalizing-charging rate of 10 A shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.
 - b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 40 deg C to plus 60 deg C to prevent overcharging at high temperatures and undercharging at low temperatures.
 - c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.
 - d. Ammeter and Voltmeter: Flush mounted in door. Meters shall indicate charging rates.

2.04 CONTROL AND MONITORING

- A. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of generator set. When mode-selector switch is switched to the on position, generator set starts. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of a remote emergency-stop switch also shuts down generator set.
- B. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common control and monitoring panel mounted on the generator set. Mounting method shall isolate the control panel from generator-set vibration.
- C. Indicating and Protective Devices and Controls: As required by NFPA 110 for Level 2 system, and the following:
 1. AC voltmeter.
 2. AC ammeter.
 3. AC frequency meter.
 4. DC voltmeter (alternator battery charging).
 5. Engine-coolant temperature gage.
 6. Engine lubricating-oil pressure gage.
 7. Running-time meter.
 8. Ammeter-voltmeter, phase-selector switch(es).
 9. Generator-voltage adjusting rheostat.
 10. Generator overload.
- D. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated.

- E. Connection to Data Link: A separate terminal block, factory wired to Form C dry contacts, for each alarm and status indication is reserved for connections for data-link transmission of indications to remote data terminals.
- F. Common Remote Audible Alarm: Signal the occurrence of any events listed below without differentiating between event types. Connect so that after an alarm is silenced, clearing of initiating condition will reactivate alarm until silencing switch is reset.
 - 1. Engine high-temperature shutdown.
 - 2. Lube-oil, low-pressure shutdown.
 - 3. Overspeed shutdown.
 - 4. Remote emergency-stop shutdown.
 - 5. Engine high-temperature prealarm.
 - 6. Lube-oil, low-pressure prealarm.
 - 7. Fuel tank, low-fuel level.
 - 8. Low coolant level.
- G. Remote Emergency-Stop Switch: Flush; wall mounted, unless otherwise indicated; and labeled. Push button shall be protected from accidental operation.

2.05 GENERATOR OVERCURRENT AND FAULT PROTECTION

- A. Generator Circuit Breaker: Molded-case, thermal-magnetic type; 100 percent rated; complying with NEMA AB 1 and UL 489.
 - 1. Tripping Characteristic: Designed specifically for generator protection.
 - 2. Trip Rating: Matched to generator rating.
 - 3. Shunt Trip: Connected to trip breaker when generator set is shut down by other protective devices.
 - 4. Mounting: Adjacent to or integrated with control and monitoring panel.
- B. Generator Protector: Microprocessor-based unit shall continuously monitor current level in each phase of generator output, integrate generator heating effect over time, and predict when thermal damage of alternator will occur. When signaled by generator protector or other generator-set protective devices, a shunt-trip device in the generator disconnect switch shall open the switch to disconnect the generator from load circuits. Protector shall perform the following functions:
 - 1. Initiates a generator overload alarm when generator has operated at an overload equivalent to 110 percent of full-rated load for 60 seconds. Indication for this alarm is integrated with other generator-set malfunction alarms.
 - 2. Under single or three-phase fault conditions, regulates generator to 300 percent of rated full-load current for up to 10 seconds.
 - 3. As overcurrent heating effect on the generator approaches the thermal damage point of the unit, protector switches the excitation system off, opens the generator disconnect device, and shuts down the generator set.
 - 4. Senses clearing of a fault by other overcurrent devices and controls recovery of rated voltage to avoid overshoot.

2.06 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

- A. Comply with NEMA MG 1.
- B. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.
- C. Electrical Insulation: Class H or Class F.
- D. Stator-Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required.
- E. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.
- F. Enclosure: Drip-proof.
- G. Instrument Transformers: Mounted within generator enclosure.
- H. Voltage Regulator: Solid-state type, separate from exciter, providing performance as specified.
 - 1. Adjusting rheostat on control and monitoring panel shall provide plus or minus 5 percent adjustment of output-voltage operating band.
- I. Strip Heater: Thermostatically controlled unit arranged to maintain stator windings above dew point.

2.07 OUTDOOR GENERATOR-SET ENCLOSURE

- A. Description: Vandal-resistant, weatherproof steel housing, wind resistant up to 100 mph. Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Panels shall be removable by one person without tools. Instruments and control shall be mounted within enclosure.
- B. Engine Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for 2 hours with ambient temperature at top of range specified in system service conditions.
 - 1. Louvers: Fixed-engine, cooling-air inlet and discharge. Storm-proof and drainable louvers prevent entry of rain and snow.
 - 2. Automatic Dampers: At engine cooling-air inlet and discharge. Dampers shall be closed to reduce enclosure heat loss in cold weather when unit is not operating.
- C. Interior Lights with Switch: Factory-wired, vaporproof-type fixtures within housing; arranged to illuminate controls and accessible interior. Arrange for external electrical connection.
 - 1. AC lighting system and connection point for operation when remote source is available.

2. DC lighting system for operation when remote source and generator are both unavailable.

D. Convenience Outlets: Factory wired, GFCI. Arrange for external electrical connection.

2.08 VIBRATION ISOLATION DEVICES

A. Elastomeric Isolator Pads: Oil- and water-resistant elastomer or natural rubber, arranged in single or multiple layers, molded with a nonslip pattern and galvanized-steel baseplates of sufficient stiffness for uniform loading over pad area, and factory cut to sizes that match requirements of supported equipment.

1. Material: Standard neoprene.
2. Durometer Rating: 30.
3. Number of Layers: Two.

B. Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic restraint.

1. Housing: Steel with resilient vertical-limit stops to prevent spring extension due to wind loads or if weight is removed; factory-drilled baseplate bonded to 1/4-inch- thick, elastomeric isolator pad attached to baseplate underside; and adjustable equipment mounting and leveling bolt that acts as blocking during installation.
2. Outside Spring Diameter: Not less than 80 percent of compressed height of the spring at rated load.
3. Minimum Additional Travel: 50 percent of required deflection at rated load.
4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.

2.09 FINISHES

A. Indoor and Outdoor Enclosures and Components: Manufacturer's standard finish over corrosion-resistant pretreatment and compatible primer.

2.10 SOURCE QUALITY CONTROL

A. Prototype Testing: Factory test engine-generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.

B. Project-Specific Equipment Tests: Before shipment, factory test engine-generator set and other system components and accessories manufactured specifically for this Project. Perform tests at rated load and power factor. Include the following tests:

1. Test components and accessories furnished with installed unit that are not identical to those on tested prototype to demonstrate compatibility and reliability.
2. Full load run.
3. Maximum power.
4. Voltage regulation.

5. Transient and steady-state governing.
6. Single-step load pickup.
7. Safety shutdown.
8. Report factory test results within 10 days of completion of test.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas, equipment bases, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting packaged engine-generator performance.
- B. Examine roughing-in of piping systems and electrical connections. Verify actual locations of connections before packaged engine-generator installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Comply with packaged engine-generator manufacturers' written installation and alignment instructions and with NFPA 110.
- B. Install packaged engine generator to provide access, without removing connections or accessories, for periodic maintenance.
- C. Install packaged engine generator with restrained spring isolators having a minimum deflection of 1 inch on 4-inch- high concrete base. Secure sets to anchor bolts installed in concrete bases. Concrete base construction is specified in Division 16 Section "Vibration and Seismic Controls for Electrical Systems."
- D. Electrical Wiring: Install electrical devices furnished by equipment manufacturers but not specified to be factory mounted.

3.03 CONNECTIONS

- A. Piping installation requirements are specified in Division 15 Sections. Drawings indicate general arrangement of piping and specialties.
- B. Connect fuel, piping adjacent to packaged engine generator to allow service and maintenance.
- C. Connect fuel piping to engines with a gate valve and union and flexible connector.
 1. Natural-gas piping, valves, and specialties for gas distribution outside the building are specified in Division 15 Section "Fuel Gas Piping."

2. Natural-gas piping, valves, and specialties for gas piping inside the building are specified in Division 15 Section "Fuel Gas Piping."

D. Ground equipment according to Division 16 Section "Grounding and Bonding."

E. Connect wiring according to Division 16 Section "Conductors and Cables."

3.04 IDENTIFICATION

- A. Identify system components according to Division 15 Section "Mechanical General" and Division 16 Section "Electrical Identification."

3.05 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.

B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.

C. Perform tests and inspections and prepare test reports.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

D. Tests and Inspections:

1. Perform tests recommended by manufacturer and each electrical test and visual and mechanical inspection for "AC Generators and for Emergency Systems" specified in NETA Acceptance Testing Specification. Certify compliance with test parameters.
2. NFPA 110 Acceptance Tests: Perform tests required by NFPA 110 that are additional to those specified here including, but not limited to, single-step full-load pickup test.
3. Battery Tests: Equalize charging of battery cells according to manufacturer's written instructions. Record individual cell voltages.
 - a. Measure charging voltage and voltages between available battery terminals for full-charging and float-charging conditions. Check electrolyte level and specific gravity under both conditions.
 - b. Test for contact integrity of all connectors. Perform an integrity load test and a capacity load test for the battery.
 - c. Verify acceptance of charge for each element of the battery after discharge.
 - d. Verify that measurements are within manufacturer's specifications.
4. Battery-Charger Tests: Verify specified rates of charge for both equalizing and float-charging conditions.

5. System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine-generator system before and during system operation. Check for air, exhaust, and fluid leaks.
 6. Exhaust Emissions Test: Comply with applicable government test criteria.
 7. Voltage and Frequency Transient Stability Tests: Use recording oscilloscope to measure voltage and frequency transients for 50 and 100 percent step-load increases and decreases, and verify that performance is as specified.
 8. Harmonic-Content Tests: Measure harmonic content of output voltage under 25 percent and at 100 percent of rated linear load. Verify that harmonic content is within specified limits.
 9. Noise Level Tests: Measure A-weighted level of noise emanating from generator-set installation, including engine exhaust and cooling-air intake and discharge, at four locations on the property line, and compare measured levels with required values.
- E. Coordinate tests with tests for transfer switches and run them concurrently.
- F. Test instruments shall have been calibrated within the last 12 months, traceable to standards of NIST, and adequate for making positive observation of test results. Make calibration records available for examination on request.
- G. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
- H. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
- I. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- J. Remove and replace malfunctioning units and retest as specified above.
- K. Retest: Correct deficiencies identified by tests and observations and retest until specified requirements are met.
- L. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- M. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each power wiring termination and each bus connection. Remove all access panels so terminations and connections are accessible to portable scanner.
1. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan 11 months after date of Substantial Completion.
 2. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

3. Record of Infrared Scanning: Prepare a certified report that identifies terminations and connections checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.06 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators. Refer to Division 1 Section "Demonstration and Training."

END OF SECTION

SECTION 263600
TRANSFER SWITCHES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 and Section 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes transfer switches rated 600 V and less, including the following:
 - 1. Automatic transfer switches.

1.03 SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, weights, operating characteristics, furnished specialties, and accessories.
- B. Shop Drawings: Dimensioned plans, elevations, sections, and details showing minimum clearances, conductor entry provisions, gutter space, installed features and devices, and material lists for each switch specified.
- C. Manufacturer Seismic Qualification Certification: Submit certification that transfer switches accessories, and components will withstand seismic forces defined in Division 16 Section "Vibration and Seismic Controls for Electrical Systems." Include the following:
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."
 - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- D. Qualification Data: For manufacturer and testing agency.
- E. Field quality-control test reports.

- F. Operation and Maintenance Data: For each type of product to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1 Section "Project Closeout," include the following:
 - 1. Features and operating sequences, both automatic and manual.
 - 2. List of all factory settings of relays; provide relay-setting and calibration instructions, including software, where applicable.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Maintain a service center capable of providing training, parts, and emergency maintenance repairs within a response period of less than eight hours from time of notification.
- B. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- C. Source Limitations: Obtain automatic transfer switches through one source from a single manufacturer.
- D. 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.
- E. Comply with NEMA ICS 1.
- F. Comply with NFPA 70.
- G. Comply with NFPA 110.
- H. Comply with UL 1008 unless requirements of these Specifications are stricter.

1.05 PROJECT CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service:
 - 1. Notify Owner no fewer than 7 days in advance of proposed interruption of electrical service.
 - 2. Do not proceed with interruption of electrical service without Owner's written permission.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Contactor Transfer Switches:
 - a. AC Data Systems, Inc.
 - b. Caterpillar; Engine Div.
 - c. Emerson; ASCO Power Technologies, LP.
 - d. Generac Power Systems, Inc.
 - e. GE Zenith Controls.
 - f. Kohler Power Systems; Generator Division.
 - g. Onan/Cummins Power Generation; Industrial Business Group.
 - h. Russelectric, Inc.
 - i. Spectrum Detroit Diesel.

2.02 GENERAL TRANSFER-SWITCH PRODUCT REQUIREMENTS

- A. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer, including tungsten filament lamp loads not exceeding 30 percent of switch ampere rating, unless otherwise indicated.
- B. Tested Fault-Current Closing and Withstand Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.
1. Where transfer switch includes internal fault-current protection, rating of switch and trip unit combination shall exceed indicated fault-current value at installation location.
- C. Solid-State Controls: Repetitive accuracy of all settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.
- D. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.41. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.
- E. Electrical Operation: Accomplish by a nonfused, momentarily energized solenoid or electric-motor-operated mechanism, mechanically and electrically interlocked in both directions.
- F. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.

1. Limitation: Switches using molded-case switches or circuit breakers or insulated-case circuit-breaker components are not acceptable.
 2. Switch Action: Double throw; mechanically held in both directions.
 3. Contacts: Silver composition or silver alloy for load-current switching. Conventional automatic transfer-switch units, rated 225 A and higher, shall have separate arcing contacts.
- G. Neutral Terminal: Solid and fully rated, unless otherwise indicated.
- H. Heater: Equip switches exposed to outdoor temperatures and humidity, and other units indicated, with an internal heater. Provide thermostat within enclosure to control heater.
- I. Annunciation, Control, and Programming Interface Components: Devices at transfer switches for communicating with remote programming devices, annunciators, or annunciator and control panels shall have communication capability matched with remote device.
- J. Factory Wiring: Train and bundle factory wiring and label, consistent with Shop Drawings, either by color-code or by numbered or lettered wire and cable tape markers at terminations. Color-coding and wire and cable tape markers are specified in Division 16 Section "Electrical Identification."
1. Designated Terminals: Pressure type, suitable for types and sizes of field wiring indicated.
 2. Power-Terminal Arrangement and Field-Wiring Space: Suitable for top, side, or bottom entrance of feeder conductors as indicated.
 3. Control Wiring: Equipped with lugs suitable for connection to terminal strips.
- K. Enclosures: General-purpose NEMA 250, Type 1, complying with NEMA ICS 6 and UL 508, unless otherwise indicated.

2.03 AUTOMATIC TRANSFER SWITCHES

- A. Comply with Level 1 equipment according to NFPA 110.
- B. Switching Arrangement: Double-throw type, incapable of pauses or intermediate position stops during normal functioning, unless otherwise indicated.
- C. Manual Switch Operation: Under load, with door closed and with either or both sources energized. Transfer time is same as for electrical operation. Control circuit automatically disconnects from electrical operator during manual operation.
- D. Signal-Before-Transfer Contacts: A set of normally open/normally closed dry contacts operates in advance of retransfer to normal source. Interval is adjustable from 1 to 30 seconds.
- E. Digital Communication Interface: Matched to capability of remote annunciator or annunciator and control panel.

- F. Automatic Closed-Transition Transfer Switches: Include the following functions and characteristics:
1. Fully automatic make-before-break operation.
 2. Load transfer without interruption, through momentary interconnection of both power sources not exceeding 100 ms.
 3. Initiation of No-Interruption Transfer: Controlled by in-phase monitor and sensors confirming both sources are present and acceptable.
 - a. Initiation occurs without active control of generator.
 - b. Controls ensure that closed-transition load transfer closure occurs only when the 2 sources are within plus or minus 5 electrical degrees maximum, and plus or minus 5 percent maximum voltage difference.
 4. Failure of power source serving load initiates automatic break-before-make transfer.
- G. Automatic Transfer-Switch Features:
1. Undervoltage Sensing for Each Phase of Normal Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage is adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.
 2. Adjustable Time Delay: For override of normal-source voltage sensing to delay transfer and engine start signals. Adjustable from zero to six seconds, and factory set for one second.
 3. Voltage/Frequency Lockout Relay: Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Factory set for pickup at 90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.
 4. Time Delay for Retransfer to Normal Source: Adjustable from 0 to 30 minutes, and factory set for 10 minutes to automatically defeat delay on loss of voltage or sustained undervoltage of emergency source, provided normal supply has been restored.
 5. Test Switch: Simulate normal-source failure.
 6. Switch-Position Pilot Lights: Indicate source to which load is connected.
 7. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits.
 - a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
 - b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."
 8. Unassigned Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.
 9. Transfer Override Switch: Overrides automatic retransfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.

10. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.
11. Engine Shutdown Contacts: Instantaneous; shall initiate shutdown sequence at remote engine-generator controls after retransfer of load to normal source.
12. Engine-Generator Exerciser: Solid-state, programmable-time switch starts engine generator and transfers load to it from normal source for a preset time, then retransfers and shuts down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods are adjustable from 10 to 30 minutes. Factory settings are for 7-day exercise cycle, 20-minute running period, and 5-minute cool-down period. Exerciser features include the following:
 - a. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.
 - b. Push-button programming control with digital display of settings.
 - c. Integral battery operation of time switch when normal control power is not available.

2.04 SOURCE QUALITY CONTROL

- A. Factory test and inspect components, assembled switches, and associated equipment. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Design each fastener and support to carry load indicated by seismic requirements and according to seismic-restraint details. See Division 16 Section "Vibration and Seismic Controls for Electrical Systems."
- B. Identify components according to Division 16 Section "Electrical Identification."
- C. Set field-adjustable intervals and delays, relays, and engine exerciser clock.

3.02 CONNECTIONS

- A. Wiring to Remote Components: Match type and number of cables and conductors to control and communication requirements of transfer switches as recommended by manufacturer. Increase raceway sizes at no additional cost to Owner if necessary to accommodate required wiring.
- B. Ground equipment according to Division 16 Section "Grounding and Bonding."

- C. Connect wiring according to Division 16 Section "Conductors and Cables."

3.03 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified independent testing and inspecting agency to perform tests and inspections and prepare test reports.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
- C. Testing Agency's Tests and Inspections:
 - 1. After installing equipment and after electrical circuitry has been energized, test for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 3. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Include external annunciation and control circuits. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.
 - a. Check for electrical continuity of circuits and for short circuits.
 - b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.
 - c. Verify that manual transfer warnings are properly placed.
 - d. Perform manual transfer operation.
 - 4. After energizing circuits, demonstrate interlocking sequence and operational function for each switch at least three times.
 - a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.
 - b. Simulate loss of phase-to-ground voltage for each phase of normal source.
 - c. Verify time-delay settings.
 - d. Verify pickup and dropout voltages by data readout or inspection of control settings.
 - e. Test bypass/isolation unit functional modes and related automatic transfer-switch operations.
 - f. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.
- D. Coordinate tests with tests of generator and run them concurrently.

- E. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation and contact resistances and time delays. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- F. Remove and replace malfunctioning units and retest as specified above.
- G. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each switch. Remove all access panels so joints and connections are accessible to portable scanner.
 - 1. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each switch 11 months after date of Substantial Completion.
 - 2. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - 3. Record of Infrared Scanning: Prepare a certified report that identifies switches checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.04 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transfer switches and related equipment as specified below. Refer to Division 1 Section "Demonstration and Training."
- B. Coordinate this training with that for generator equipment.

END OF SECTION

SECTION 264313
TRANSIENT-VOLTAGE SUPPRESSION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section includes field-mounted TVSS for low-voltage (120 to 600 V) power distribution and control equipment.
- B. Related Sections:

1.03 DEFINITIONS

- A. ATS: Acceptance Testing Specifications.
- B. SVR: Suppressed voltage rating.
- C. TVSS: Transient voltage surge suppressor(s), both singular and plural; also, transient voltage surge suppression.

1.04 SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, operating weights, electrical characteristics, furnished specialties, and accessories.
- B. Qualification Data: For qualified testing agency.
- C. Product Certificates: For TVSS devices, from manufacturer.
- D. Field quality-control reports.
- E. Operation and Maintenance Data: For TVSS devices to include in emergency, operation, and maintenance manuals.
- F. Warranties: Sample of special warranties.

1.05 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
 - 1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a testing agency, and marked for intended location and application.
- C. Comply with IEEE C62.41.2 and test devices according to IEEE C62.45.
- D. Comply with NEMA LS 1.
- E. Comply with UL 1283 and UL 1449.
- F. Comply with NFPA 70.

1.06 PROJECT CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:
 - 1. Notify Fulton County User Representative no fewer than two days in advance of proposed electrical service interruptions.
 - 2. Do not proceed with interruption of electrical service without User Representatives' written permission.
- B. Service Conditions: Rate TVSS devices for continuous operation under the following conditions unless otherwise indicated:
 - 1. Maximum Continuous Operating Voltage: Not less than 115 percent of nominal system operating voltage.
 - 2. Operating Temperature: 30 to 120 deg F.
 - 3. Humidity: 0 to 85 percent, noncondensing.
 - 4. Altitude: Less than 20,000 feet above sea level.

1.07 COORDINATION

- A. Coordinate location of field-mounted TVSS devices to allow adequate clearances for maintenance.

1.08 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of surge suppressors that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.
- B. Special Warranty for Cord-Connected, Plug-in Surge Suppressors: Manufacturer's standard form in which manufacturer agrees to repair or replace electronic equipment connected to circuits protected by surge suppressors.

1.09 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Replaceable Protection Modules: One of each size and type installed.

PART 2 - PRODUCTS

2.01 SERVICE ENTRANCE SUPPRESSORS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. ABB USA.
 - 2. AC Data Solutions.
 - 3. Advanced Protection Technologies Inc. (APT).
 - 4. Atlantic Scientific.
 - 5. Current Technology Inc.; Danaher Power Solutions.
 - 6. Danaher Power Solutions; United Power Products.
 - 7. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 - 8. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 - 9. Intermatic, Inc.
 - 10. LEA International.
 - 11. Leviton Mfg. Company Inc.
 - 12. Liebert Corporation; a division of Emerson Network Power.
 - 13. Northern Technologies, Inc.; a division of Emerson Network Power.
 - 14. Siemens Energy & Automation, Inc.
 - 15. Square D; a brand of Schneider Electric.
 - 16. Surge Suppression Incorporated.
- B. Surge Protection Devices:
 - 1. Non-modular.
 - 2. LED indicator lights for power and protection status.
 - 3. Audible alarm, with silencing switch, to indicate when protection has failed.
 - 4. Form-C contacts rated at 5 A and 250-V ac, one normally open and one normally closed, for remote monitoring of protection status. Contacts shall reverse on failure of any surge diversion module or on opening of any current-limiting device. Coordinate with building power monitoring and control system.
- C. Peak Single-Impulse Surge Current Rating: 240 kA per mode/480 kA per phase.
- D. Minimum single impulse current ratings, using 8-by-20-mic.sec waveform described in IEEE C62.41.2
 - 1. Line to Neutral: 70,000A.
 - 2. Line to Ground: 70,000A.
 - 3. Neutral to Ground: 50,000A.

- E. Protection modes and UL 1449 SVR for grounded wye circuits with 208Y/120 V, 3-phase, 4-wire circuits shall be as follows:
 - 1. Line to Neutral: 400 V for 208Y/120 V.
 - 2. Line to Ground: 400 V for 208Y/120 V.
 - 3. Neutral to Ground: 400 V for 208Y/120 V.

2.02 PANELBOARD SUPPRESSORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. ABB USA.
 - 2. AC Data Solutions.
 - 3. Advanced Protection Technologies Inc. (APT).
 - 4. Atlantic Scientific.
 - 5. Current Technology Inc.; Danaher Power Solutions.
 - 6. Danaher Power Solutions; United Power Products.
 - 7. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 - 8. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 - 9. Intermatic, Inc.
 - 10. LEA International.
 - 11. Leviton Mfg. Company Inc.
 - 12. Liebert Corporation; a division of Emerson Network Power.
 - 13. Northern Technologies, Inc.; a division of Emerson Network Power.
 - 14. Siemens Energy & Automation, Inc.
 - 15. Square D; a brand of Schneider Electric.
 - 16. Surge Suppression Incorporated.
- B. Surge Protection Devices:
 - 1. Non-modular.
 - 2. LED indicator lights for power and protection status.
 - 3. Audible alarm, with silencing switch, to indicate when protection has failed.
 - 4. Form-C contacts rated at 5 A and 250-V ac, one normally open and one normally closed, for remote monitoring of protection status. Contacts shall reverse on failure of any surge diversion module or on opening of any current-limiting device. Coordinate with building power monitoring and control system.
- C. Surge Protection Devices:
 - 1. Comply with UL 1449.
 - 2. Modular design (with field-replaceable modules)
 - 3. Short-circuit current rating complying with UL 1449, and matching or exceeding the panelboard short-circuit rating and redundant suppression circuits; with individually fused metal-oxide varistors.
 - 4. Fabrication using bolted compression lugs for internal wiring.
 - 5. Redundant suppression circuits.
 - 6. Redundant replaceable modules.

7. Arrangement with wire connections to phase buses, neutral bus, and ground bus.
 8. LED indicator lights for power and protection status.
 9. Audible alarm, with silencing switch, to indicate when protection has failed.
 10. Form-C contacts rated at 5 A and 250-V ac, one normally open and one normally closed, for remote monitoring of protection status. Contacts shall reverse on failure of any surge diversion module or on opening of any current-limiting device. Coordinate with building power monitoring and control system.
 11. Six-digit transient-event counter set to totalize transient surges.
- D. Peak Single-Impulse Surge Current Rating: 120 kA per mode/240 kA per phase.
- E. Minimum single impulse current ratings, using 8-by-20-mic.sec waveform described in IEEE C62.41.2:
1. Line to Neutral: 70,000A.
 2. Line to Ground: 70,000A.
 3. Neutral to Ground: 50,000A.
- F. Protection modes and UL 1449 SVR for grounded wye circuits with 208Y/120V 3-phase, 4-wire circuits shall be as follows:
1. Line to Neutral: 400 V for 208Y/120 V.
 2. Line to Ground: 400 V for 208Y/120 V.
 3. Neutral to Ground: 400 V for 208Y/120 V.

2.03 ENCLOSURES

- A. Outdoor Enclosures: NEMA 250 Type 4X.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install TVSS devices at service entrance on load side, with ground lead bonded to service entrance ground.
- B. Install TVSS devices for panelboards and auxiliary panels with conductors or buses between suppressor and points of attachment as short and straight as possible. Do not exceed manufacturer's recommended lead length. Do not bond neutral and ground.
1. Provide multiple, 30 A circuit breaker as a dedicated disconnecting means for TVSS unless otherwise indicated.

3.02 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

- B. Perform tests and inspections.
- C. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA ATS, "Surge Arresters, Low-Voltage Surge Protection Devices" Section. Certify compliance with test parameters.
 - 2. After installing TVSS devices but before electrical circuitry has been energized, test for compliance with requirements.
 - 3. Complete startup checks according to manufacturer's written instructions.
- D. TVSS device will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

3.03 STARTUP SERVICE

- A. Do not energize or connect service entrance equipment to their sources until TVSS devices are installed and connected.
- B. Do not perform insulation resistance tests of the distribution wiring equipment with the TVSS installed. Disconnect before conducting insulation resistance tests, and reconnect immediately after the testing is over.

3.04 DEMONSTRATION

- A. Train Owner's maintenance personnel to maintain TVSS devices.

END OF SECTION 264313

SECTION 265600
EXTERIOR LIGHTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 and Section 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL Specification Sections, apply to this Section.SUMMARY
- B. This Section includes the following:
 - 1. Exterior luminaires with lamps and ballasts.
 - 2. Luminaire-mounted photoelectric relays.
 - 3. Poles and accessories

1.02 DEFINITIONS

- A. CRI: Color-rendering index.
- B. HID: High-intensity discharge.
- C. Luminaire: Complete lighting fixture, including ballast housing if provided.

1.03 SUBMITTALS

- A. Product Data: For each luminaire, pole, and support component, arranged in order of lighting unit designation. Include data on features, accessories, finishes, and the following:
 - 1. Physical description of luminaire, including materials, dimensions, effective projected area, and verification of indicated parameters.
 - 2. Details of attaching luminaires and accessories.
 - 3. Details of installation and construction.
 - 4. Luminaire materials.
 - 5. Photometric data based on laboratory tests of each luminaire type, complete with indicated lamps, ballasts, and accessories.
 - a. For indicated luminaires, photometric data shall be certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
 - b. Photometric data shall be certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.

6. Ballasts, including energy-efficiency data.
7. Lamps, including life, output, and energy-efficiency data.
8. Means of attaching luminaires to supports, and indication that attachment is suitable for components involved.
9. Photoelectric relays.

B. Qualification Data: For agencies providing photometric data for lighting fixtures.

C. Field quality-control test reports.

D. Pole and Support Component Certificates: Signed by manufacturers of poles, certifying that products are designed for indicated load requirements in AASHTO LTS-4 and that load imposed by luminaire has been included in design.

E. Operation and Maintenance Data: For luminaires and poles to include in emergency, operation, and maintenance manuals.

F. Warranty: Special warranty specified in this Section.

1.04 QUALITY ASSURANCE

A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.

B. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7.

C. 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.

D. Comply with IEEE C2, "National Electrical Safety Code."

E. Comply with NFPA 70.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Package aluminum poles for shipping according to ASTM B 660.

B. Store poles on decay-resistant-treated skids at least 12 inches above grade and vegetation. Support poles to prevent distortion and arrange to provide free air circulation.

- C. Retain factory-applied pole wrappings on metal poles until right before pole installation. For poles with nonmetallic finishes, handle with web fabric straps.

1.06 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace products that fail in materials or workmanship; that corrode; or that fade, stain, perforate, erode, or chalk due to effects of weather or solar radiation within specified warranty period. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, or unauthorized repairs or alterations from special warranty coverage.
 - 1. Warranty Period for Luminaires: Five years from date of Substantial Completion.
 - 2. Warranty Period for Metal Corrosion: Five years from date of Substantial Completion.
 - 3. Warranty Period for Color Retention: Five years from date of Substantial Completion.
 - 4. Warranty Period for Lamps: Replace lamps and fuses that fail within 12 months from date of Substantial Completion; furnish replacement lamps and fuses that fail within the second 12 months from date of Substantial Completion.

1.07 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Lamps: 10 for every 100 of each type and rating installed. Furnish at least one of each type.
 - 2. Glass and Plastic Lenses, Covers, and Other Optical Parts: 10 for every 100 of each type and rating installed. Furnish at least one of each type.
 - 3. Ballasts: 10 for every 100 of each type and rating installed. Furnish at least one of each type.
 - 4. Globes and Guards: 10 for every 20 of each type and rating installed. Furnish at least one of each type.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. In Exterior Lighting Device Schedule where titles below are column or row headings that introduce lists, the following requirements apply to product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.02 LUMINAIRES, GENERAL REQUIREMENTS

- A. Luminaires shall comply with UL 1598 and be listed and labeled for installation in wet locations by an NRTL acceptable to authorities having jurisdiction.

- B. Comply with IESNA RP-8 for parameters of lateral light distribution patterns indicated for luminaires.
- C. Metal Parts: Free of burrs and sharp corners and edges.
- D. Sheet Metal Components: Corrosion-resistant aluminum, unless otherwise indicated. Form and support to prevent warping and sagging.
- E. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.
- F. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses. Designed to disconnect ballast when door opens.
- G. Exposed Hardware Material: Stainless steel.
- H. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
- I. Light Shields: Metal baffles, factory installed and field adjustable, arranged to block light distribution to indicated portion of normally illuminated area or field.
- J. Reflecting surfaces shall have minimum reflectance as follows, unless otherwise indicated:
 - 1. White Surfaces: 85 percent.
 - 2. Specular Surfaces: 83 percent.
 - 3. Diffusing Specular Surfaces: 75 percent.
- K. Lenses and Refractors Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.
- L. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.

2.03 BALLASTS FOR HID LAMPS

- A. Comply with ANSI C82.4 and UL 1029 and capable of open-circuit operation without reduction of average lamp life. Include the following features, unless otherwise indicated:
 - 1. Ballast Circuit: Constant-wattage autotransformer or regulating high-power-factor type.
 - 2. Minimum Starting Temperature: Minus 22 deg F.
 - 3. Normal Ambient Operating Temperature: 104 deg F.

2.04 HID LAMPS

- A. Metal-Halide Lamps: ANSI C78.1372, with a minimum CRI 65, and color temperature 4000 K.

2.05 FLUORESCENT BALLASTS AND LAMPS

- A. Low-Temperature Ballast Capability: Rated by its manufacturer for reliable starting and operation of indicated lamp(s) at temperatures 0 deg F and higher.
- B. Ballast Characteristics:
 - 1. Power Factor: 90 percent, minimum.
 - 2. Sound Rating: A.
 - 3. Total Harmonic Distortion Rating: Less than 10 percent.
 - 4. Electromagnetic Ballasts: Comply with ANSI C82.1, energy-saving, high power factor, Class P, automatic-reset thermal protection.
 - 5. Case Temperature for Compact Lamp Ballasts: 65 deg C, maximum.
 - 6. Transient-Voltage Protection: Comply with IEEE C62.41 Category A or better.
- C. Low-Temperature Lamp Capability: Rated for reliable starting and operation with ballast provided at temperatures 0 deg F and higher.
- D. Fluorescent Lamps: Low-mercury type. Comply with the EPA's toxicity characteristic leaching procedure test; shall yield less than 0.2 mg of mercury per liter when tested according to NEMA LL 1.

PART 3 - EXECUTION

3.01 LUMINAIRE INSTALLATION

- A. Install lamps in each luminaire.
- B. Fasten luminaire to indicated structural supports.
 - 1. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.
- C. Adjust luminaires that require field adjustment or aiming.

3.02 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.

- B. Steel Conduits: Comply with Division 16 Section "Raceways and Boxes." In concrete foundations, wrap conduit with 0.010-inch- thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

3.03 FIELD QUALITY CONTROL

- A. Inspect each installed fixture for damage. Replace damaged fixtures and components.
- B. Illumination Observations: Verify normal operation of lighting units after installing luminaires and energizing circuits with normal power source.
- C. Illumination Tests:
 - 1. Measure light intensities at night. Use photometers with calibration referenced to NIST standards. Comply with the following IESNA testing guide(s):
 - a. IESNA LM-5, "Photometric Measurements of Area and Sports Lighting."
 - b. IESNA LM-50, "Photometric Measurements of Roadway Lighting Installations."
 - c. IESNA LM-52, "Photometric Measurements of Roadway Sign Installations."
 - d. IESNA LM-64, "Photometric Measurements of Parking Areas."
 - e. IESNA LM-72, "Directional Positioning of Photometric Data."
- D. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

END OF SECTION

SECTION 31 22 00
GRADING

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes grading required for concrete slab subgrade construction.

1.02 REFERENCES

- A. ASTM International:

1. ASTM D 448, Standard Classification for Sizes of Aggregate for Road and Bridge Construction
2. ASTM D 698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort
3. ASTM D 2937, Standard Test Method for Density of Soil in Place by the Drive-Cylinder Method
4. ASTM D 4959, Standard Test Method for Determination of Water (Moisture) Content of Soil by Direct Heating
5. ASTM D 6938, Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

1.03 SUBMITTALS

- A. Submit the following for review prior to commencement of the work of this Section:

1. Certifications by material supplier for proposed crushed stone base showing conformance with the Specifications.

- B. Submit the following during work progress:

1. Written reports of all specified tests showing conformance of the materials and constructed work with the Specifications. Submit test results within five days after samples are obtained.

1.04 QUALITY ASSURANCE / QUALITY CONTROL

- A. Contractor shall retain the services of an approved independent Quality Control firm to determine conformance of earthwork materials and constructed work with the Specifications.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Imported fill material shall be adequately protected to preserve the fitness and quality of the materials.

1.06 PROJECT CONDITIONS

- A. Work shall be performed in a manner that does not damage or disturb existing pavement, utilities, structures, or other site facilities not indicated to be removed.

PART 2 PRODUCTS

2.01 SOURCE QUALITY CONTROL

- A. Proposed materials and source of supply shall be approved by the Engineer as specified prior to delivery and use in the construction.

2.02 AGGREGATE BASE

- A. Aggregate base to be placed under concrete slab shall consist of crushed stone or gravel conforming to the requirements of Section 800 of the GDOT Standard Specifications. Gradation shall conform to size number 10 coarse aggregate (as defined in ASTM D 448) and summarized in the following table:

<u>Sieve Size</u>	<u>Percent Passing, by Weight</u>
3/8 inch	100
No. 4	85 - 100
No. 100	10 - 30

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Testing of Compacted Subgrade and Aggregate Base:
 - 1. In-Place Density (using ASTM D 6938 or ASTM D 2937), and Moisture Content (using ASTM D 6938 or ASTM D 4959): Minimum of one test for each layer within the limits of construction, or as otherwise determined by the Owner and Engineer.

3.01 SUBGRADE EXCAVATION

- A. The Contractor's surveyor shall lay out the limits and elevations for site grading.
- B. Excavate and uniformly grade existing aggregate and subgrade soils to the elevations and limits required for placement of aggregate base and construction of concrete slab as indicated on the Drawings.

Grading

- C. If suitable, scarify and recompact the existing exposed subgrade soils within the limits of concrete slab to a depth of six inches prior to placement of aggregate base. Compact the subgrade to a minimum of 95 percent of the material's maximum dry density, as determined by ASTM D 698.
- D. Check bearing capacity of the existing exposed subgrade by making visual observations. Soft or highly plastic soils shall be stabilized using undercutting or other suitable methods as determined by the Owner and Engineer.
- E. Excavated material shall be placed on-site or disposed off-site where approved by the Owner.

3.02 PLACEMENT OF AGGREGATE BASE

- A. Place aggregate base over approved graded surface, and uniformly spread in one lift to the thickness indicated on the Drawings. Compact to a minimum of 95 percent of the material's maximum dry density, as determined by ASTM D 698. Uniformly grade the top of the aggregate base to the elevations required for construction of the concrete slab.

3.03 GRADING TOLERANCE

- A. Finished surface within limits of concrete shall not vary more than one inch above or below the required elevations.

3.04 MAINTENANCE AND PROTECTION

- A. Protect finished surface from traffic and erosion and keep free from accumulation of debris.
- B. Damage to finished surfaces during the course of construction, such as rutting under the loads imposed by earth-moving or hauling equipment, or damage due to erosion from rainfall events, shall be fully repaired prior to placement of any overlying materials.
- C. Repair of damaged areas shall include scarifying, regrading, and compacting to the required density.

END OF SECTION

SECTION 31 23 33
TRENCHING AND BACKFILLING

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes trenching, backfilling, and compaction for the installation of buried utilities.
- B. Related Sections:
 - 1. Section 33 11 16 – Site Water Utility Distribution Piping

1.02 REFERENCES

- A. ASTM International:
 - 1. ASTM D 698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort
 - 2. ASTM D 1556, Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method
 - 3. ASTM D 2216, Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
 - 4. ASTM D 2487, Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
 - 5. ASTM D 2937, Standard Test Method for Density of Soil in Place by the Drive-Cylinder Method
 - 6. ASTM D 6938, Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

1.03 SUBMITTALS

- A. Submit the following for review prior to commencement of the work of this Section:
 - 1. Certifications by material suppliers for proposed borrow materials (if furnished) showing conformance with the Specifications.
 - 2. Reports of all specified source quality control and field quality control testing.

1.04 QUALITY ASSURANCE / QUALITY CONTROL

- A. Contractor shall retain the services of an approved independent Quality Control firm to determine conformance of earthwork materials and constructed work with the Specifications.

1.05 PROJECT CONDITIONS

- A. The Contractor is solely responsible for excavation slope stability. Excavation work shall be in compliance with applicable local, state and federal regulations (including OSHA).
- B. Work shall be performed in a manner that does not damage or disturb existing pavement, utilities, structures, or other site facilities not indicated to be removed.

PART 2 PRODUCTS

2.01 SOURCE QUALITY CONTROL

- A. Proposed materials and source of supply shall be approved by the Owner or Engineer as specified prior to delivery and use in the construction. The Owner or Engineer will also determine:
 - 1. The suitability of excavated trench bottoms for pipe bedding.

2.02 PIPE BEDDING AND INITIAL TRENCH BACKFILL

- A. Pipe Bedding and Initial Trench Backfill shall be obtained from pipe trench excavation or from approved off-site borrow source and shall consist of: gravels with fines (GM, GC); sands with fines (SP-SM, SP-SC, SM, SC); or blends of these materials, as defined by the Unified Soil Classification System (USCS). The material shall also conform to the following material specifications:
 - 1. Maximum particle size shall be 1/4 inch.
 - 2. Substantially free of roots, trash and other material which may be compressible or which cannot be compacted properly.
- B. Testing of Pipe Bedding and Initial Trench Backfill:
 - 1. Soil Classification (ASTM D 2487): Minimum of one test for each visible change in material.

2.03 FINAL TRENCH BACKFILL

- A. Final Trench Backfill shall consist of soil obtained from trench excavation, provided that it is substantially free of roots, trash and other material which may be compressible or which cannot be compacted properly.

B. Testing of Final Trench Backfill Material:

1. Moisture-Density Curve (ASTM D 698): Minimum of one test for each visible change in material.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

A. The following tests shall be performed during placement and compaction of Final Trench Backfill in areas subject to vehicular traffic:

1. In-Place Density (using ASTM D 1556, ASTM D 2937, or ASTM D 6938): Minimum of one test for every lift of Final Trench Backfill at each road crossing.
2. Moisture Content (using ASTM D 2216 or ASTM D 6938): Minimum of one test for every lift of Final Trench Backfill placed at each road crossing.

3.02 PREPARATION

- A. Establish required alignment and elevations for trench excavation.
- B. Clear existing vegetation as required for pipe installation to the limits approved by the Owner and Engineer.
- C. Implement, operate and maintain dewatering system as required to control groundwater and surface water.

3.03 EXCAVATION

- A. Excavate trench for pipe installation where indicated on the Drawings and as specified in the following paragraphs.
- B. The depth of trench excavation shall be as necessary to provide the required invert elevations and stable foundation for the pipe. Excavate trenches to the width necessary for proper installation of the piping.
- C. Sloping, shoring or bracing shall be used as necessary to prevent failure of the trench banks. All trench protection shall conform to applicable laws and regulations, including OSHA regulations regarding trench excavation.
- D. For pipe installation across existing pavement, cut edge of pavement in a uniform straight alignment on each side of excavation at a distance of approximately 12 inches outside top of excavation. Maintain pavement cuts in good order until pipe installation and pavement patching operations are completed.
- E. Pipe Foundation Stabilization:

1. If existing material below the pipe invert elevation is unsuitable (such as excessively soft soils) for properly laying pipe, stabilize the subgrade using methods approved by the Owner or Engineer. Stabilization shall include: undercutting and replacement with suitable material (as defined below); or in-situ stabilization of subgrade.
 2. For undercutting, excavate and remove the unsuitable material to the required depth below the pipe invert as approved by the Owner or Engineer. Replace the removed unsuitable material with Pipe Bedding, which shall be placed and compacted in lifts no greater than six inches thickness.
- F. Removal of materials beyond the indicated subgrade elevations, without authorization by the Owner or Engineer, shall be classified as unauthorized excavation and shall be backfilled and compacted at no additional cost to the Project.
- G. Where suitable subgrade conditions are encountered, as approved by the Owner or Engineer, shape the existing exposed materials as required to provide a firm and uniform bearing for piping. Thoroughly compact using manually-guided compaction equipment.

3.04 PIPE INSTALLATION

- A. Install piping as shown on the Drawings and as specified in Section 33 11 16.

3.05 BACKFILLING AND COMPACTING

- A. Place and compact Initial Trench Backfill under, around and over pipe up to approximately 12 inches above the top of the pipe. Contractor shall take necessary measures to prevent the pipe from being displaced upwards during compaction of fill in this area.
- B. Initial Trench Backfill shall be placed on both sides of pipes at the same time and to approximately the same elevation. Each lift shall be thoroughly compacted using manually-guided compaction equipment.
- C. Do not place Final Trench Backfill until the piping, as installed, conforms to the specifications.
- D. Place and compact Final Trench Backfill for pipe installations as follows:
1. Place backfill in lifts not greater than six-inch loose thickness and compact as specified in the following paragraphs.
 2. Other than areas described in the following paragraph 3, compact trench backfill to at least 95 percent of the material's maximum dry density as determined by ASTM D 698.
 3. For piping under roadways, backfill placed within the top 12 inches of the pavement subgrade shall be compacted to a minimum of 98 percent of the material's maximum dry density as determined by ASTM D 698.

- E. Place Final Trench Backfill up to the required subgrade elevation for roadway construction or finish grade (as applicable).
- F. Placement and compaction of trench backfill shall be performed in a manner that does not damage the pipes. Pipes that are damaged shall be replaced.
- G. Construction traffic shall not be allowed to cross installed pipes prior to placement and compaction of the full depth of cover.
- H. Materials not meeting density specification requirement shall be scarified, recompact and retested.

3.06 DISPOSAL OF MATERIAL

- A. Excess and unsuitable materials shall be placed on-site where approved by the Owner or Engineer.

END OF SECTION

SECTION 33 11 16
SITE WATER UTILITY DISTRIBUTION PIPING

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes installation of pipe, fittings, valves, and accessories for the new yard hydrant.
- B. Related Sections:
 - 1. Section 03 30 00 - Cast-in-Place Concrete
 - 2. Section 31 23 33 - Trenching and Backfilling

1.02 REFERENCES

- A. American Society of Mechanical Engineers (ASME):
 - 1. ASME B16.26 – 2006, Cast Copper Alloy Fittings for Flared Copper Tubes
- B. ASTM International:
 - 1. ASTM B 88, Standard Specification for Seamless Copper Water Tube
- C. Local Standards:
 - 1. “Standards and Specifications for Water Main Construction”, Department of Public Works Technical Services Group, Fulton County, Georgia, June 2006.

1.03 SUBMITTALS

- A. Submit the following for review prior to commencement of the work of this Section:
 - 1. Manufacturer's documentation (including product data sheets and certified test reports and shop drawings).
- B. Submit the following at project completion:
 - 1. Record drawing showing installed water service line as specified in subsection 3.10.

1.04 QUALITY ASSURANCE

- A. Manufacturers shall have manufacturing and quality control facilities capable of producing and assuring the quality of the pipe, fittings and accessories specified.

- B. Materials and installation for all piping and appurtenances shall conform to the requirements of Fulton County. Contractor is responsible for coordinating with Fulton County for all required notifications, inspections and approvals.
- C. In the event that Contractor encounters a conflict between these Specifications and applicable regulations and standards, the Owner or Engineer shall be informed, and the discrepancy shall be resolved before water line work continues.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Pipe, fittings, and other specified materials and accessories shall be marked with manufacturer's identification symbol, size, date of manufacture, pressure rating, reference standard, and applicable product specification identification number.
- B. Conform to manufacturers' recommendations for handling and storage of products. Exercise care to prevent damage to products. The interior of all pipe, fittings and appurtenances shall be kept free from dirt and other foreign matter at all times.
- C. All materials shall be inspected upon delivery to the Site. Damaged or defective materials shall be rejected and shall be replaced with new materials at no additional cost to the Project.

PART 2 PRODUCTS

2.01 COPPER TUBING AND FITTINGS

- A. Buried copper water supply lines shall be copper tubing conforming to ASTM B 88, Type K, annealed. Fittings shall be brass with flare connection inlets and outlets, ASME B16.26. Where required, adapters shall be brass. Unions shall be cast bronze. Joints shall be flare type. All fittings shall be of bronze construction with flare type connections.

2.02 VALVES AND ACCESSORIES

- A. Ball valves shall be full port bronze, heavy duty type. Valve ends shall be threaded. Valves shall have a minimum 200 psi working pressure for water. Valves shall have stainless steel nut and handle. Furnish valve same size as service line to which valve is installed.
- B. All valves shall be equipped with valve boxes. The valve boxes shall be cast iron two-piece screw type with drop covers. The valve boxes shall be adjustable to 6-inches up or down from the nominal required cover over the pipe. Valve boxes shall be of sufficient length that bottom flange of the lower belled portion of the box is below the valve operating nut. Covers shall have "WATER VALVE" or "WATER" cast into them.

2.03 SERVICE LINE CONNECTION

As shown on the drawing.

2.04 DETECTION TAPE

- A. Detection tape shall be composed of a solid aluminum foil encased in a protective plastic jacket. Tapes shall be color coded in accordance with APWA color codes with the following legends: Water Systems, Safety Precaution Blue, "Caution Water Line Buried Below". Colors may be solid or striped. Tape shall be permanently printed with no surface printing allowed. Tape width shall be a minimum of 2-inches when buried less than 10-inches below the surface. Tape width shall be a minimum of 3-inches when buried greater than 10-inches and less than 20-inches. Detection tape shall be equal to Lineguard Type III Detectable or Allen Systems Detectatape.

2.05 YARD HYDRANT

- A. Yard hydrant shall be Zurn Model Z1396 or approved equal, non-freeze, coated cast iron head and lift handle with locking capability, bronze interior parts, galvanized steel casing, bronze valve housing, 3/4-inch female IP inlet connection, drain port and 3/4-inch hose connection.
- B. Depth of bury as required for water supply piping. Furnish required fittings for connection to water service line.

2.06 CONCRETE

- A. Concrete for yard hydrant protective base shall conform to the requirements of Section 03 30 00.

PART 3 EXECUTION

3.01 PROTECTION OF EXISTING UTILITIES

- A. Comply with the requirements of Fulton County for location and protection of underground utilities.
- B. All utilities shall be protected from damage during construction, unless otherwise indicated to be removed or abandoned. If damaged, the utilities shall be repaired as required by Fulton County at the Contractor's expense.

3.02 PREPARATION

- A. Excavate trenches and prepare bedding for pipe installation as specified in Section 31 23 33.
- B. Examine excavated areas for adherence to specified alignment and elevation. Install pipe, fittings and appurtenances only when acceptable conditions exist.

3.03 CONNECTION TO EXISTING PIPING

- A. Contractor shall be responsible for notifying and coordinating with the Owner and other required parties for service line connection to existing water line. Connections shall be made in the presence of authorized representatives of the Owner or other required parties.
- B. All services connected to water main shall be through a 1-inch direct tap. The water main shall be tapped with a tapping machine specifically designed for that purpose. The tap shall be a direct tap into the water main through a 1-inch brass corporation cock. All taps shall be supervised by Fulton County. All taps shall be made on the water main at a position so as not to be the top side of the pipe nor the bottom of the pipe.
- C. Make connection where indicated on the Drawings or where otherwise approved by the Owner or Engineer. Contractor shall provide all materials and labor required for the connections.

3.04 PIPE INSTALLATION - GENERAL

- A. Water lines shall be installed where indicated on the Drawings. The minimum depth of cover shall conform to Fulton County standards.
- B. Inspect pipe and fittings for defects before placement into trench. Do not install damaged or defective pipe.
- C. Installation of all piping shall be subject to the review of the Owner and Engineer.
- D. Install the required type of pipe for water service as shown on the Drawings. Install all piping at the indicated alignment unless otherwise approved by the Owner and Engineer.
- E. Precautions shall be taken to protect the interiors of pipes and fittings against contamination. Keep inside of pipes and fittings free of dirt and debris. Pipe shall be swabbed clean before it is laid, and any pipe which cannot be cleaned with a swab shall be removed and cleaned with a suitable apparatus.
- F. Whenever pipe laying is not actively in progress, the open ends of the piping shall be closed by a temporary plug or cap to prevent soil, and other foreign matter from entering the piping.
- G. Field cutting of piping, where required, shall be made using tools and methods in

accordance with the manufacturer's recommendations.

- H. Where water piping is to be laid across or near the alignment of other utilities, conform to the requirements of Fulton County for required horizontal and vertical clearances as indicated on the Drawings.
- I. Pipe joints, connections, and other critical components shall be left exposed until visually inspected and approved by the Owner and Engineer.
- J. Employ partial backfilling and cradling to hold pipe in secure position during backfilling operations and pressure testing.

3.05 COPPER TUBING INSTALLATION

- A. Install copper tubing in prepared trench in conformance with manufacturer's standard written procedures, reference standards and as specified in the following paragraphs.
- B. Copper tubing between tap and yard hydrant shall be one continuous length of pipe with no intermediate joints or connections. The service line shall be installed at the required depth and without sharp turns or bends.
- C. Install components having pressure rating equal to or greater than system operating pressure.
- D. Joint Construction:
 - 1. Ream ends of tube and remove burrs to restore full inside diameter.
 - 2. Remove scale, slag, dirt and debris from inside and outside of tube and fittings before assembly.
 - 3. Flared Tube Joints: Flared copper tube joints shall be made by the appropriate use of cast copper alloy fittings conforming to ASME B16.26. Flared ends of copper tube shall be the 45-degree flare type and shall only be made with a flaring tool designed specifically for that purpose
- E. Make pipe connections to valves and other equipment using appropriate adapters or unions.
- F. Install detection tape over all service lines.

3.06 VALVE INSTALLATION

- A. Valve and accessories shall be installed as recommended by the manufacturer and in conformance with the requirements of Fulton County.
- B. Test and adjust valve to assure proper operation as recommended by the manufacturer.

3.07 YARD HYDRANT INSTALLATION

- A. Install yard hydrant in accordance with manufacturers' written instructions at locations indicated on the Drawings.
- B. Install level, plumb, square, and accurately aligned. Make connection to water service line as specified in this Section.
- C. Repair minor damages to finishes in accordance with manufacturers' instructions and as approved by the Owner and Engineer.
- D. Remove and replace damaged components that cannot be successfully repaired as determined by the Owner and Engineer.

3.08 BACKFILLING

- A. After water service line inspection is completed, place and compact backfill as specified in Section 31 23 33. Care shall be taken to place and compact backfill without damaging the pipe, fittings and accessories.

3.09 CLEANING, FLUSHING AND DISINFECTING

- A. Cleaning, flushing and disinfection of water lines in accordance with the requirements of Fulton County.

3.10 RECORD DRAWING

- A. During the progress of the service water line installation, record installed locations and elevations, including:
 - 1. Size and type of pipe or tubing installed.
 - 2. Service line bury depth.
 - 3. Final locations of connection to existing water line.

END OF SECTION

SECTION 33 31 19
WASTEWATER PIPING AND APPURTENANCES

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes furnishing and installation of piping, valves, fittings and accessories for wastewater pumping station and new pump bypass connection.

1.02 REFERENCES

- A. American Water Works Association (AWWA):
 1. AWWA C110/ANSI A21.10, Ductile-Iron and Gray-Iron Fittings
 2. AWWA C115/ANSI A21.15, Flanged Ductile Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges
 3. AWWA C151/ANSI A21.51-02, Ductile-Iron Pipe, Centrifugally Cast, for Water
 4. AWWA C153/ANSI A21.53, Ductile-Iron Compact Fittings for Water Service

1.03 SUBMITTALS

- A. Submit the following for review and approval prior to shipment of products to the Project Site:
 1. Manufacturers' documentation, including product data sheets, showing conformance with the specifications for all specified products.

1.04 QUALITY ASSURANCE

- A. Manufacturers shall have manufacturing and quality control facilities capable of producing and assuring the quality of pipe, valves, fittings, and accessories specified.
- B. Conform to the requirements of the Owner, including applicable requirements of the Fulton County "Standard Specifications for Sewer Main Construction", latest edition. Contractor is responsible for coordinating with the Owner for all required notifications, inspections and approvals.
- C. In the event that Contractor encounters a conflict between these Specifications and applicable regulations and standards, the Owner shall be informed, and the discrepancy shall be resolved before work proceeds.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Pipe, fittings, and other specified materials and accessories shall be marked with manufacturer's identification symbol, size, date of manufacture, pressure rating, reference standard, and applicable product specification identification number.
- B. Conform to manufacturers' recommendations for handling and storage of products. Exercise care to prevent damage to products. The interior of all pipe and fittings shall be kept free from dirt and other foreign matter at all times.
- C. All materials shall be inspected upon delivery to the Site. Damaged or defective materials shall be rejected and shall be replaced with new materials at no additional cost to the Project.

PART 2 PRODUCTS

2.01 PIPING

- A. Ductile iron pipe shall conform to AWWA C151/ANSI A21.51, Pressure Class 350.
- B. Fittings shall conform to AWWA C110/ANSI A21.10 or AWWA C153/ANSI A21.53. All fittings shall have a minimum working pressure rating of 250 psi. All fittings shall have interior lining and exterior coating as specified in subsection 2.01.F.
- C. Unless otherwise indicated or approved by the Owner, joints for aboveground piping shall be flanged and shall conform to AWWA C115. Furnish gaskets compatible with the fluid being transported and the external service environment. Furnish necessary bolts for connections. Bolts and nuts shall be threaded in accordance with ANSI B1.1, coarse threaded series, Class 2A external and Class 2B internal fit.
- D. Provide interior lining for pipe and fittings. Interior lining shall be specifically designed for sanitary sewer applications. Acceptable lining: Protoco 401 protective liner or approved equal.

2.02 VALVES

- A. Furnish flanged gate valve for new pump bypass connection in existing valve vault as indicated on the Drawings. Conform to the Owner's standard specifications for valves installed at wastewater pumping stations. Valve shall be rated for minimum working pressure of 150 psi.
- B. Materials of construction for valve shall be compatible with the service environment. Furnish lining and coating as required.
- C. Acceptable Manufacturers:
 - 1. Watts Industries, Inc., Series 405NRSRW

2. NIBCO Inc., Model No. F-637-31
3. Substitutions are allowed, as approved by Owner and Engineer.

PART 3 EXECUTION

3.01 PREPARATION

- A. Coordinate with Owner for pump station deactivation or rerouting as required for the Work.
- B. Remove existing pipe ends, fittings and accessories at pump locations if required for existing pump removal and installation of new pumps as approved by the Owner and Engineer.
- C. Cut and remove section of existing pipe as required for installation of new pump bypass connection.
- D. Clean and prepare end of piping remaining in place where new pipe and fittings are to be connected.

3.02 GENERAL

- A. Install pipe, valve, fittings and accessories in accordance with manufacturers' instructions at the locations indicated on the Drawings.
- B. Pipe sections shall be shop-fabricated or field cut to required length for installation as approved by the Owner and Engineer.
- C. Field cutting of piping, if required, shall be made using tools and methods in accordance with the manufacturer's recommendations. Piping damaged by Contractor by improper or careless methods of cutting shall be replaced or repaired at no additional cost to the Project.
- D. Plug ends of piping and equipment, except when work is being performed, to minimize entrance of dirt and debris.
- E. Remove scale, slag, dirt and debris for both inside and outside of piping and fittings before assembly.

3.03 JOINTS

- A. Flanged Joints: Conform to pipe manufacturer's recommendations for jointing of pipe. Install gaskets, bolts and nuts, and other accessories as required for a complete installation. Assemble joints in proper alignment and orientation and tighten bolts in accordance with manufacturer's recommendations.

3.04 PIPE FITTINGS

- A. Make all changes in size and direction of piping and at intersections with other pipe sections using required fittings as shown on the Drawings.
- B. Use eccentric reducing couplings where required to bring tops or bottoms of pipe in line to prevent water or air pockets.
- C. Install blind flange at end of new pump bypass connection as shown.

3.05 CONNECTIONS

- A. Install flanges at the final connection to each piece of equipment, and where otherwise indicated on the Drawings.
- B. Provide flanges to equipment and valves to facilitate dismantling. Arrange connections so that the equipment being served may be removed without disconnecting other piping.

3.06 CLEANING AND TESTING

- A. Flushing and cleaning: Prior to operations all piping systems shall be flushed clean.
- B. Pressure tests:
 - 1. Contractor shall notify Owner of date and time of pressure tests at least 48 hours prior to executing tests. Owner may observe tests to verify tightness.
 - 2. Pressure tests shall be applied to piping before connection of fixtures, equipment and appliances. In no case shall any piping, fixtures, equipment or appliances be subjected to pressures exceeding their rating.
 - 3. Blank off or remove pumps, traps, instruments and automatic valves which may be damaged by test pressure. Open, but do not back-seat all valves.
 - 4. All defective work shall be repaired or replaced, and the tests shall be repeated.
 - 5. Pressure testing shall be performed by maintaining an internal water pressure of 100 psi for a period of thirty minutes. Before applying the specified test pressure, all piping shall be flushed and all air expelled from pipe. While piping system is pressurized all joints shall be inspected for leaking fluid. Any leaks that occur shall be repaired to the satisfaction of the Engineer and pressure testing repeated until pipe is accepted by Engineer.
 - 6. The use of caulking or other temporary fixers to stop leaks is not permitted.

END OF SECTION

SECTION 33 32 23
WASTEWATER PUMPS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes furnishing, installation, testing and startup of submersible wastewater pumps for pump station improvements.

1.02 REFERENCES

- A. ASTM International (ASTM):
 - 1. ASTM A 48, Standard Specification for Gray Iron Castings
 - 2. ASTM A 479, Standard Specification for Stainless Steel Bars and Shapes for Use in Boilers and Other Pressure Vessels

1.03 SYSTEM DESCRIPTION

- A. Furnish and install two submersible non-clog wastewater pumps. Each pump shall include the following:
 - 1. Electric motor with submersible cable.
 - 2. Control Panels.
 - 3. Impeller, pump and motor shaft, pump and stator housing, discharge connection, and other components as specified.

1.04 SUBMITTALS

- A. Submit the following for review and approval prior to fabrication and shipment of materials to the Project Site:
 - 1. Shop Drawings: Include information as required to fully describe pumps, motors, mounting hardware, other components and accessories; and overall performances curves. Identify all deviations from the specified requirements.
 - 2. Manufacturer's original installation manual and operation and maintenance manual.

- B. Submit the following at completion of the Work:
 - 1. Operation and Maintenance Data: Submit operation and maintenance data for pump system. Include periodic maintenance recommendations. Include list of equipment, materials, accessories and tools needed for system maintenance.
 - 2. Manufacturer's warranty.

1.05 MANUFACTURER SERVICES

- A. A manufacturer's representative for the specified equipment shall be present at the Project Site for a minimum of one day excluding travel time for installation assistance, inspection and certification of the installation.

1.06 WARRANTY

- A. The manufacturer shall provide a written warranty that the pump system will meet the performance requirements subject to the condition that the manufacturer's recommended operation and maintenance procedures are complied with. The manufacturer shall guarantee the system, parts and labor included, for one year from the first day the system is placed into operation.

PART 2 PRODUCTS

2.01 PUMP REQUIREMENTS

- A. Pumps shall be submersible non-clog wastewater pumps, Flygt NP3085 Type SH or approved equal. Furnish two pumps with accessories as shown on the Drawings and specified.
- B. Each pump shall be equipped with a 4 HP submersible electric motor, connected for operation on 208 volts, 3 phase, 60 hertz, 3 wire service, with cable (SUBCAB) suitable for submersible pump applications. The power cable shall be sized according to NEC and ICEA standards and also meet with P-MSHA approval.
- C. Control panels to be designed by Flygt or approved equal. Contractor to replace existing control panel with Flygt or approved equal control panel.

2.02 PUMP DESIGN CONFIGURATION

- A. Each pump shall be supplied with a mating cast iron 3-inch diameter discharge connection and be capable of delivering 90 GPM at 60 feet total dynamic head (TDH).
- B. The pumps shall be automatically and firmly connected to the discharge connection, guided by no less than two guide bars extending from the top of the station to the discharge connection.

- C. Sealing of the pumping unit to the discharge connection shall be accomplished by a machined metal to metal watertight contact. Sealing of the discharge interface with a diaphragm, O-ring or profile gasket will not be acceptable.
- D. No portion of the pump shall bear directly on the floor of the wet well. Each pump shall be fitted with lifting chain or stainless steel cable. The working load of the lifting system shall be 50 percent greater than the pump unit weight.

2.03 PUMP CONSTRUCTION

- A. Major pump components shall be of gray cast iron conforming to ASTM A 48, Class 35B, with smooth surfaces devoid of blow holes or other irregularities. The lifting handle shall be of stainless steel. All exposed nuts or bolts shall be of stainless steel construction. All metal surfaces coming into contact with the pumped liquid (wastewater), other than stainless steel or brass, shall be protected by a factory applied spray coating of acrylic dispersion zinc phosphate primer with a polyester resin paint finish on the exterior of the pump.
- B. Sealing design shall incorporate metal-to-metal contact between machined surfaces. Critical mating surfaces where watertight sealing is required shall be machined and fitted with Nitrile or Viton rubber O-rings. Fittings shall be the result of controlled compression of rubber O-rings in two planes and O-ring contact on four sides without the requirement of a specific torque limit.

2.04 PUMP COMPONENTS AND FEATURES

- A. Cable Entry Seal: Manufacturer's standard for submersible pumps of the type specified.
- B. Motor: The pump motor shall be a NEMA B design, induction type with a squirrel cage rotor, shell type design, housed in an air filled, watertight chamber. The motor shall be equipped with the manufacturer's other standard features for submersible pumps of the type specified.
- C. Power Cable: The power cable shall be sized according to the NEC and ICEA standards and shall be of sufficient length to reach the junction box without the need of any splices. The outer jacket of the cable shall be oil resistant chlorinated polyethylene rubber. The motor and cable shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of 65 feet or greater
- D. Bearings: The integral pump shaft shall rotate on two bearings. The motor bearings shall be permanently grease lubricated. The lower bearing shall be a two-row angular contact bearing.
- E. Mechanical Seals: Each pump shall be provided with a tandem mechanical shaft seal system consisting of two totally independent seal assemblies, and the manufacturer's other standard features for submersible pumps of the type specified.
- F. Pump Shaft: The pump and motor shaft shall be of the same unit. The pump shaft shall be stainless steel conforming to ASTM A 479, S43100-T.

G. Impellers

1. Impeller for each pump shall be cast iron conforming to ASTM A 48, Class 35B gray iron, dynamically balanced, semi-open, multi-vane, back swept, and non-clog design.
2. The impeller vanes shall have screw-shaped leading edges that are hardened to Rc 45 and shall be capable of handling solids, fibrous materials, heavy sludge and other matter normally found in wastewater.

PART 3 EXECUTION

3.01 PREPARATION

- A. Coordinate with Owner for pump station deactivation or rerouting as required for the Work.
- B. Remove existing pumps as indicated on the Drawings.
- C. Remove existing pipe ends, fittings and accessories at pump locations if required as specified in Section 33 31 19.
- D. Clean and prepare wet well floor as required for new pump installation.

3.02 INSTALLATION

- A. Pumps, including all accessories, and control panel shall be installed in accordance with the manufacturer's written instructions and as shown on the Drawings.
- B. Coordinate with installation of new pipe (if required) and fittings as specified in Section 33 31 19.

3.03 TESTING

- A. All major system components shall be factory tested for compliance with the construction and functional requirements specified herein.
- B. Prior to system start-up, all system components shall be inspected for proper alignment, noise levels, proper connection, and satisfactory performance. The manufacturer's representative shall provide a written certification to the Owner for all system components that the furnished equipment has been installed in accordance with the manufacturer's instructions and is ready for permanent operation.
- C. Operational acceptance tests shall be performed for a minimum of 2 days to demonstrate that the furnished system performs in accordance with all provisions of these specifications. In the case of a non-conforming system, the Owner may, at his option, withhold final payment to the manufacturer until the system is reclassified as conforming.

END OF SECTION

SECTION 44 31 17
ACTIVATED CARBON ODOR CONTROL SYSTEM

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes furnishing and installation of a complete activated carbon odor control system consisting of an adsorber vessel with integral activated carbon adsorption material, fan (vacuum pump), carbon screen, air pipe, differential pressure indicator and other appurtenances and accessories specified in this section.

1.02 SYSTEM DESCRIPTION

- A. The activated carbon odor control system shall be designed and fabricated to achieve the performance requirements stated on the attached Technical Data Sheets, and shall meet the additional requirements specified in the following paragraphs.
- B. The dimensions of the activated carbon odor control system shall fit within the designated area on the Site and conform to the configuration shown on the Drawings, unless otherwise approved by the Owner and Engineer.
- C. Vessel Design:
 - 1. Vessel design and airflow configuration shall be of radial design type.
 - 2. The basis of design for this system shall be developed using an outside-to-inside airflow pattern.
- D. Design entire odor control system and coordinate all items, including carbon vessels and media, centrifugal fans, and all appurtenances necessary for complete system.
- E. Similar items of equipment specified herein shall be the products of one manufacturer in order to achieve standardization of appearance, operation, maintenance, spare parts, and manufacturer's services.
- F. Design the carbon vessel including material selection, wall thickness, methods and locations of support, and stiffener requirements.
- G. All motors and electrical equipment shall be designed and constructed in complete accordance with the latest edition and revision of all applicable codes and regulations, including: IEEE, NEMA, NEC, and NFPA.
- H. All mechanical components shall be designed and constructed in accordance with the latest edition and revision of all applicable codes and regulations, including: NBS, ASTM, ANSI, and ASME.
- I. The structural aspects of the vessel shall be sufficient to meet Code recommended

requirements, including relevant seismic requirements for all conditions during the design life. Requirements shall be in accordance with local seismic and regulatory codes.

- J. All components of the system shall be compatible with the conditions and chemicals to which they will be subjected to during normal operation. Compounds on which the materials of construction shall be compatible include, but are not limited to: hydrogen sulfide, sulfuric acid, dimethyl sulfide, and dimethyl disulfide.

1.03 SUBMITTALS

- A. Submit the following for review and approval prior to fabrication of the system and shipment of materials to the Project Site:

1. **Manufacturer Qualifications Documentation:** Documentation showing conformance with qualifications requirements as specified in subsection 1.04.A.
2. **Shop Drawings:** Submit complete fabrication, assembly and installation drawings. All dimensions, parts, construction details and materials of construction shall be shown.
3. **Design Calculations:** Provide complete process and mechanical design calculations for odor control system, which shall include but not be limited to: estimated annual utility and carbon usage; carbon vessel pressure drop calculations; and anticipated carbon replacement frequency.
4. **Performance Testing Plan:** Provide proposed testing protocol to demonstrate that the activated carbon odor control system that is furnished and installed will meet the requirements of these Specifications (refer to subsection 3.04.C).
5. **Product Data:** Submit manufacturer's product data for system materials and component equipment, including activated carbon media, vessel, air pipe and accessories.
6. **Manufacturer's Installation Instructions:** Submit detailed instructions on installation requirements including storage and handling procedures.
7. **Example Material Warranty** complying with subsection 1.06.

- B. Submit the following for review and approval at completion of the Work:

1. **Certificate of Installation:** Certify installation is completed in accordance with manufacturer's instructions and that the activated carbon odor control system is ready for startup, testing, and operation.
2. **Manufacturer's Field Reports:** Submit reports, including Sampling Log, of manufacturer's inspections and testing, and instructions issued (refer to subsection 3.04.C).

3. Operation and Maintenance Data: Submit operation and maintenance manual for the system. Include periodic maintenance recommendations. Include list of equipment, materials, accessories and tools needed for system maintenance.
4. Manufacturer's material warranties (refer to subsection 1.06).
5. Installation guarantee (refer to subsection 1.07).

1.04 QUALITY ASSURANCE

- A. The manufacturer shall be recognized in the design, production and operation of activated carbon air treatment systems in the United States. The manufacturer shall have at least 5 years experience in design and fabrication of odor control systems similar to the type specified for this Project.
- B. Manufacturer shall provide a list of five activated carbon air treatment installations where submitted carbon equipment have been in service for a minimum of three years associated with the removal of hydrogen sulfide and /or other typical organic municipal wastewater odors. The list shall include:
 1. Contact names, telephone numbers, mailing address, and length of service.
 2. Copies of Shop Drawings.
 3. The names of the Engineer, owner, and installation contractor
- C. The manufacturer shall provide the Owner with training and monitoring support services during the first year of operation. The support service must be renewable at the end of the first year of operation.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Product delivery, storage, and handling shall comply with manufacturer's instructions and in accordance with the following paragraphs.
- B. Valves and gauges shall be shipped separate from vessels to be installed at the Site.
- C. All packing slips and shipments shall be inspected upon delivery to ensure shipments are complete and no damage has occurred during transportation.

1.06 WARRANTIES

- A. Provide manufacturer's extended guarantee or warranty, with Owner named as beneficiary, in writing, as special guarantee.
- B. Special guarantee shall provide for correction, or at the option of the Owner, removal and replacement of the products furnished under this Specification section found defective during a period of one year after the date of Substantial Completion.

- C. The manufacturer shall furnish written warranty covering the requirements of the above paragraphs 1.06.A and 1.06.B.

1.07 INSTALLATION GUARANTEE

- A. Guarantee the activated carbon odor control system installation against defects in installation and workmanship for one year commencing with the date of Substantial Completion. The guarantee shall include the services of qualified service technicians and all material required for the repairs at no expense to the Owner.
- B. The odor control system installer shall furnish a written warranty covering the requirements of the above paragraph 1.07.A.

1.08 MANUFACTURER'S SERVICES

- A. A technical representative of the activated carbon odor control system supplier or manufacturer shall be present at the Project Site for a minimum of one day, excluding travel time. The technical representative shall provide: system start-up assistance; functional testing; and training of the Owner's personnel in the operation and maintenance of the system.

PART 2 PRODUCTS

2.01 ODOR CONTROL SYSTEM MANUFACTURERS

- A. Bay Products, Inc. as shown on the Drawings, or approved equal.
- B. All component of the system shall be provided by a single manufacturer who shall have sole-source responsibility for the equipment elements specified herein.
- C. Substitutions: Conform to the requirements of Section 01 60 00.

2.02 OPERATING PARAMETERS

- A. The activated carbon odor control system shall be designed to remove odorous constituents from the process air stream under the operating conditions indicated in the following table.

Process Parameter	Value
Duty	Continuous
Location	Outdoors
Inlet Air Temperature	40 to 110 degrees F
Average Inlet Relative Humidity (RH)	60% to 100%
Type of Containment	H ₂ S and reduced sulfur organic compounds and other odors typically associated with wastewater conveyance
H ₂ S at Inlet	Average 0.5 ppmv

Removal Required	H ₂ S: 99 % removal
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2.03 SYSTEM COMPONENTS

- A. Odor control system shall consist of adsorber vessel complete with integral activated carbon adsorption material, carbon screen and support, tie down arrangement, top access, air inlet and outlet connections, centrifugal blower, sound enclosure, exhaust silencer, differential pressure gauges, sample port nozzles, and accessories.
- B. System fabrication details and materials shall be included in Shop Drawings, and submitted for approval section before fabrication.
- C. Fans (Vacuum Pumps): Shall have sufficient capacity to provide proper air flow (580 cfm) and pressure (accounting for pressure drop through activated carbon media).
- D. Instrumentation and Controls
 - 1. Differential Pressure Gauges:
 - a. Gauges shall be suitable for outdoor use, with 0 to 10 in WC Operation and analog face readout.
 - b. Internal wetted parts shall be suitable for exposure to the untreated process air stream as described in subsection 2.02.
 - c. Provide two 1/8 inch pipe threads to tube adapters, and 1/4 inch Type 316 stainless steel or CPVC ball valves.
- E. Accessories
 - 1. Sound Enclosure: The system shall contain a fan sound enclosure.
 - 2. Exhaust Silencer: The exhaust of the fan shall contain an exhaust silencer. The exhaust silencer shall be manufactured of high density polyethylene (HDPE) with UV inhibitors or alternate approved material.

2.04 AIR PIPE AND ACCESSORIES

- B. Air pipe shall be flexible polypropylene hose or duct manufactured by Hi-Tech Duravent, product designation TBH-WS, with manufacturer's standard wire helix and polypropylene wearstrip to provide wear resistance in exterior applications. The air pipe shall be suitable for use with the specified odor control system to handle influent air flow and shall meet the following physical characteristics without degradation for the expected life of the odor control system:

1. Capable of handling air containing H₂S and other constituents at the concentrations measured at this pump station.
2. Design working pressure up to 10 psi and vacuum up to 16 inches Hg.
3. Dimensions: 6 inches nominal diameter; length as indicated on the Drawings.

C. Attachment Devices:

1. Furnish collars, clamps and other products required for connection of the air pipe to the odor control system inlet and through the top of manhole as indicated on the Drawings.
2. Furnish screws and other fasteners as required to provide secure connections.
3. Attachment devices and fasteners shall be either stainless steel or hot-dip galvanized. Zinc coated (galvanized) products shall conform to ASTM A 153, minimum 2.0 ounces per square foot. All materials shall be suitable for exterior applications of this type and shall be resistant to air containing H₂S.

PART 3 EXECUTION

3.01 GENERAL

- A. Contractor shall provide equipment and labor required for offloading, temporary storage and installation of the activated carbon odor control system.
- B. Contractor shall provide labor, materials and equipment required for the installation and assembly of manufacturer-supplied equipment and instrumentation. Supply and install all other materials or equipment required for a complete operational system.

3.02 PREPARATION

- A. Construct concrete foundation slab in accordance with Section 03 30 00 and as indicated on the Drawings. Concrete shall be allowed to cure for a minimum of seven days prior to installation of the activated carbon odor control system
- B. Coordinate odor control system installation with furnishing and installation of associated items specified in other sections.

3.03 INSTALLATION

- A. Install activated carbon odor control system in accordance with the manufacturer's written instructions and recommendations, and as indicated on the Drawings.
- B. Connect air pipe to top of manhole and to the odor control system inlet as indicated on the Drawings. Securely install using required attachment accessories to prevent disconnection and displacement of the air pipe under the design conditions.

3.04 INSPECTION AND TESTING

- A. All materials, equipment and workmanship shall be subject to inspection at any time by the Owner and Engineer. Correct any work, materials or equipment not in accordance with these specifications or found to be deficient or defective by the Owner or Engineer at no additional cost to the Project.
- B. The manufacturer of the activated carbon odor control system shall furnish the services of a factory representative who has complete knowledge of proper operating and maintenance to inspect the final installation and supervise a test run of the equipment. The manufacturer shall furnish a minimum of one trip and a minimum of two days total on-site service for mechanical checkout. On-site service required for performance testing shall be in addition to the mechanical checkout service.
- C. Performance Testing
 - 1. General:
 - a. To demonstrate that the activated carbon odor control system furnished is installed and performs in accordance with the provisions of these Specifications, the manufacturer shall conduct a performance test in accordance with an approved testing protocol.
 - b. The performance test shall not commence until a Performance Testing Plan has been submitted and approved, and the functional testing has been completed.
 - c. The manufacturer shall provide, install and maintain, if required, all temporary metering and analytical equipment necessary to measure the various performance parameters.
 - d. The manufacturer shall provide for all sampling and laboratory analysis. Laboratory analysis shall be done by an independent testing laboratory and paid for by the manufacturer.
 - e. Before performance test begins, the Owner, Engineer and the manufacturer shall meet and agree upon the procedures and guarantee points to be used. Such agreements shall be included in the written Performance Testing Plan submittal.

- f. The manufacturer shall inform the Owner and Engineer at least 14 days prior to the start of any performance testing. The Owner and Engineer shall have the right to observe, sample, and make any parallel determinations during the performance test.
 - g. Within 30 days after the conclusion of the test period, the manufacturer shall submit a Performance test report, including all laboratory and field test data, stating the conclusions of the test with regard to the performance criteria.
2. Sampling and Data Measurement: During the test period, as a minimum, data and measurements listed in the following paragraphs shall be taken at the frequency specified above.
- a. Overall system airflow rate (cfm).
 - b. Inlet Airflows (cfm): Measurement of airflows shall be performed using an anemometer or pitot tube instrument previously approved by the Owner and Engineer.
 - c. Hydrogen sulfide inlet concentrations (ppbv/ppmv): H₂S measurements to be performed by hand-held instrument using gas-phase H₂S adsorbent tubes (such as GAS-TEC).
 - d. Hydrogen Sulfide (ppbv) Outlet Concentrations: H₂S measurements shall be performed by a hand-held instrument (such as Jerome 631X) previously approved by the Owner and Engineer.
 - e. Individual sampling event performance results shall then be calculated by the formula: Percent Removal = (Inlet – Outlet) / Inlet (Note: Individual hourly removal rates shall be averaged to determine system average removal rates for hydrogen sulfide.)
 - f. A Sampling Log shall be maintained and shall include: date, time, location, sampler, and results of each sample; weather conditions for the sampling day; a qualitative description of the operation of the wastewater and wastewater treatment processes; and a description of exceptions from the Sampling Plan.
 - g. Carbon Bed Pressure Drop: Pressure differential measurements shall demonstrate that differential pressure (pressure drop) across the carbon bed does not exceed pressure limits specified.
 - h. Hydrogen Sulfide Sampling and Analysis:
 - (1) Hydrogen sulfide with a detection limit of 0.5 ppm.

- (2) The analyzer shall be operated in compliance with the manufacturer's instructions.
- (3) A copy of the instructions shall be submitted with the final report.
- (4) The results of the hydrogen sulfide sampling shall be recorded in the sampling bag.

3.05 STARTUP, ADJUSTING, AND DEMONSTRATION

- A. Authorized representatives of the manufacturer and installer shall conduct startup, adjusting and demonstration of the activated carbon odor control system at the same time as the above specified inspection and testing. Conform to the requirements of Section 01 75 00. Coordinate with the Owner for scheduling of such services.

END OF SECTION