PERFORMANCE SPECIFICATION

SECTION I GENERAL CONDITIONS

PART 1 - GENERAL

1.1 SCOPE OF WORK: THE WORK INCLUDED IN THE CONTRACT FOR THIS PROJECT CONSISTS OF THE FURNISHING OF ALL LABOR, MATERIALS, SERVICES, EQUIPMENT AND APPLIANCES REQUIRED IN CONJUNCTION WITH OR PROPERLY INCIDENTAL TO THE COMPLETE CONSTRUCTION OF A GASOLINE INSTALLATION FOR 7-ELEVEN, INC.

PART 2 - AGREEMENT

2.1 CONTRACTOR SHALL NOT START WORK WITHOUT CONTRACT AND APPROVED SEALED PLANS.

PART 3 - INTENT OF DRAWING AND SPECIFICATIONS

3.1 THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS TO PRESCRIBE A COMPLETE WORK OR IMPROVEMENT WHICH THE CONTRACTOR SHALL PERFORM IN FULL COMPLIANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO COMPLETE THE WORK IN A SATISFACTORY AND ACCEPTABLE MANNER.

3.2 THE CONTRACTOR SHALL, UPON DISCOVERY, REPORT ANY DISCREPANCIES IN THE DRAWINGS AND SPECIFICATIONS TO THE OWNER'S CONSTRUCTION MANAGER.

3.3 THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE COMPLIMENTARY. ANYTHING MENTIONED IN THE SPECIFICATIONS AND NOT SHOWN ON THE DRAWINGS, OR SHOWN ON THE DRAWINGS AND NOT MENTIONED IN THE SPECIFICATIONS, SHALL BE OF LIKE EFFECT AS IF SHOWN OR MENTIONED IN BOTH. GENERALLY, THE SPECIFICATIONS DESCRIBE WORK WHICH CANNOT BE READILY IDENTIFIED ON THE DRAWINGS AND INDICATED TYPES, QUALITIES AND METHODS OF INSTALLATION OF THE VARIOUS MATERIALS AND EQUIPMENT REQUIRED FOR THE WORK. IT IS NOT INTENDED TO MENTION EVERY ITEM OF WORK IN THE SPECIFICATIONS WHICH CAN BE ADEQUATELY SHOWN ON THE DRAWINGS NOR TO SHOW ON THE DRAWINGS ALL ITEMS OF WORK DESCRIBED OR REQUIRED BY THE SPECIFICATIONS EVEN IF THEY ARE OF SUCH NATURE THAT THEY COULD HAVE BEEN SHOWN THEREON. ALL MATERIALS OR LABOR FOR WORK WHICH IS SHOWN ON THE DRAWINGS OR IS REASONABLY INFERABLE AS BEING NECESSARY TO PRODUCE A FINISHED JOB SHALL BE PROVIDED BY THE CONTRACTOR WHETHER OR NOT THE WORK IS EXPRESSLY COVERED IN THE SPECIFICATIONS.

3.4 THE CONTRACTOR, SUBCONTRACTORS AND ALL TRADES SHALL EXAMINE THE SITE AND ASCERTAIN EXISTING CONDITIONS PRIOR TO THE START OF THEIR PORTIONS OF THE WORK. BEFORE ORDERING MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR THE CORRECTNESS OF ALL MEASUREMENTS AT THE SITE. ANY DIFFERENCES WHICH MAY BE FOUND BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS OR SHOP DRAWINGS SHALL BE SUBMITTED TO THE OWNER'S CONSTRUCTION MANAGER FOR CONSIDERATION BEFORE PROCEEDING WITH THE ACTUAL DIMENSIONS AND MEASUREMENTS INDICATED ON THE DRAWINGS UNLESS A SUBSTANTIAL ERROR HAS BEEN MADE. IF SUCH AN ERROR SHOULD OCCUR, IT SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S CONSTRUCTION MANAGER AND RESOLVED BEFORE PROCEEDING WITH WORK.

3.5 THE ORGANIZATION OF SPECIFICATIONS INTO DIVISIONS, SECTIONS AND PARAGRAPHS, AND THE ARRANGEMENT OF THE DRAWINGS ARE NOT INTENDED TO CONTROL THE CONTRACTOR IN DIVIDING THE WORK AMONG SUBCONTRACTORS OR IN THE ESTABLISHING THE EXTENT OF WORK TO BE PERFORMED BY ANY TRADE.

3.6 DRAWINGS AND SPECIFICATIONS: DRAWINGS INDICATE GENERAL DESIGN AND ARRANGEMENTS DRAWINGS ARE DIAGRAMMATIC AND ARE NOT SCALED FOR DIMENSIONS. TAKE ALL DIMENSIONS FROM ARCHITECTURAL PLANS AND EQUIPMENT TO BE FURNISHED. VERIFY DIMENSIONS IN THE FIELD.

PART 4 - RESPONSIBILITY OF THE CONTRACTOR

4.1 CONTRACTOR HEREBY DECLARES HE HAS READ ALL SPECIFICATIONS AND EXAMINED THE DRAWINGS AND THAT HE UNDERSTANDS ALL CONDITIONS.

4.2 CONTRACTOR HEREBY DECLARES HE HAS VISITED THE SITE AND IS FAMILIAR WITH THE CONDITIONS AFFECTING THE WORK. NO ALLOWANCES SHALL BE MADE SUBSEQUENTLY ON BEHALF OF THE CONTRACTOR FOR ANY ERROR NEGLIGENCE ON HIS PART. IF IN THE PERFORMANCE OF THE CONTRACT, LATENT CONDITIONS AT THE SITE ARE FOUND TO BE MATERIALLY DIFFERENT FROM THOSE INDICATED BY THE DRAWINGS AND SPECIFICATIONS, OR UNKNOWN CONDITIONS UNUSUALLY INHERENT IN WORK OF THIS CHARACTER SHOWN AND SPECIFIED, THE ATTENTION OF THE OWNER'S CONSTRUCTION MANAGER SHALL BE CALLED IMMEDIATELY TO SUCH CONDITIONS BEFORE THEY ARE DISTURBED.

4.3 CONTRACTOR HEREBY DECLARES THAT HE HAS READ AND IS FAMILIAR WITH THE APPLICABLE SOILS REPORT.

CONTRACTOR SHALL BE RESPONSIBLE FOR STRICTLY ADHERING TO THE RECOMMENDATIONS OF SAID SOILS REPORT FOLLOWING ALL APPLICABLE PROCEDURES NOTED THEREIN. EXISTING WATER TABLE SHALL POSSIBLY DETERMINE A DIFFERENT UTILIZATION OF THE TANK STRAPS AND TYPE OF BACK FILL MATERIAL. SHOULD GROUND WATER OR CONTAMINATION BE DISCOVERED DURING TANK EXCAVATION, WORK SHALL BE SUSPENDED PENDING REVIEW BY 7-ELEVEN CONSTRUCTION MANAGER.

4.4 CONTRACTOR SHALL REPORT ANY OBJECTION TO MATERIALS, APPLIANCES, OR METHODS OF CONSTRUCTION SHOWN OR SPECIFIED TO THE OWNER'S CONSTRUCTION MANAGER AND OBTAIN A DECISION BEFORE PROCEEDING.

4.5 PROPOSALS: CONTRACTOR SHALL SUBMIT BID ONLY ON 7-ELEVEN'S FORM THAT WILL BE PROVIDED BY 7-ELEVEN'S LOCAL CONSTRUCTION MANAGER, "COST OF CONSTRUCTION" PROPOSALS SUBMITTED ON ANY OTHER FORM SHALL BE REJECTED AND RETURNED. PROPOSALS NOT COMPLETELY AND PROPERLY FILLED OUT SHALL BE REJECTED. PROPOSALS SHALL INCLUDE MONEYS FOR REMOVAL OF ALL EXISTING IMPROVEMENTS AS REQUIRED FOR GASOLINE INSTALLATION.

4.6 PERMITS: CONTRACTOR SHALL, AS DIRECTED BY 7-ELEVEN, PAY FOR ALL APPLICABLE PERMITS AND AND FEES. COPIES OF PERMITS AND CERTIFICATES SHALL BE FORWARDED TO LOCAL 7-ELEVEN CONSTRUCTION MANAGER'S OFFICE OR SITE MANAGER PRIOR TO COMMENCEMENT OF WORK. FINAL CERTIFICATION OF ACCEPTANCE BY GOVERNING AUTHORITIES SHALL ALSO BE ON FILE WITH LOCAL CONSTRUCTION OFFICE OR SITE MANAGER PRIOR TO THE PROCESSING OF FINAL PAYMENT REQUEST.

4.7 INSPECTIONS: CONTRACTOR SHALL BE REQUIRED TO ADHERE TO ALL REQUIREMENTS OF OWNER'S INSPECTION PROGRAM. CONTRACTOR SHALL COMPLY WITH REQUIREMENTS FOR NOTIFICATION, SITE PREPARATION REQUIREMENTS, COMPLIANCE, ON-SITE PRESENCE DURING INSPECTION AND CORRECTION OF ANY DEFECTS OR RELATED PROBLEMS AS DIRECTED BY INSPECTING REPRESENTATIVE CONTRACTOR SHALL PROVIDE NO LESS THAN 48 HOURS NOTICE PRIOR TO INSPECTION.

4.8 COORDINATION: GASOLINE CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING ALL PHASES OF THE GASOLINE INSTALLATION WITH THE GENERAL CONTRACTOR IN CHARGE OF THE BUILDING OR MAJOR PORTION OF THE PROJECT. THE BUILDING GENERAL CONTRACTOR AND THE GASOLINE CONTRACTOR SHALL JOINTLY DEVELOP A MUTUALLY AGREEABLE SCHEDULE AND TIMETABLE FOR COMPLETION ON THE GASOLINE INSTALLATION. TIMETABLE FOR BUILDING AND GASOLINE SHALL COINCIDE AND COMPLIMENT EACH OTHER SO THAT ONE DOES NOT DELAY THE OTHER.

SHOULD GASOLINE CONTRACTOR FAIL TO MEET DEADLINES AS ESTABLISHED BY THE SCHEDULE AND/OR HOLD UP THE COMPLETION OF THE OVERALL BUILDING PROJECT, 7-ELEVEN, INC. RESERVES THE RIGHT TO RECTIFY THE SITUATION ACCORDINGLY.

4.9 CONTRACTOR SHALL PROVIDE OWNER WRITTEN CERTIFICATION AS TO THE FOLLOWING:

4.9.1 CERTIFICATION FROM LOCAL/STATE GOVERNING AUTHORITIES AS APPLICABLE FOR CONTRACTOR CERTIFICATION/LICENSING FOR INSTALLATION OF GASOLINE STORAGE TANK SYSTEM.

4.9.2 CERTIFICATION FROM EQUIPMENT MANUFACTURES AND SUPPLIERS (TANKS, PRODUCT LINES, ATG'S, ETC.) AS TO ATTENDING AND ACHIEVING CERTIFICATION FROM APPROPRIATE COMPANY FOR INSTALLATION OF EQUIPMENT.

4.9.3 CERTIFICATION ON APPROPRIATE FORMAT AS TO INSTALLATION OF COMPLETE SYSTEM BEING PERFORMED IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.

4.9.4 CERTIFICATION THAT ALL EQUIPMENT EITHER SUPPLIED BY OWNER OR CONTRACTOR HAS BEEN INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS BY PERSONNEL TRAINED AND QUALIFIED FOR THAT SPECIFIC ITEM.

SECTION I GENERAL CONDITIONS - CONTINUED

PART 4 - CONTINUED

4.11 LIENS: CONTRACTOR SHALL PERMIT NO LIENS OF ANY KIND TO BE FIXED UPON OR AGAINST THE PROPERTY BY ITS LABORERS, MECHANICS OR MATERIAL MEN, AND SHALL INDEMNIFY, PROTECT AND SAVE OWNER HARMLESS FROM AND AGAINST ALL SUCH CLAIMS AND LIENS.

4.12 EQUIPMENT RESPONSIBILITY: CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING, RECEIVING, UNLOADING, HANDLING AND PROVIDING PROTECTED INSIDE STORAGE FOR ALL OWNER SUPPLIED EQUIPMENT AND MATERIAL. CONTRACTOR SHALL INSPECT EQUIPMENT UPON RECEIPT AND IMMEDIATELY REPORT ANY DAMAGE DUE TO SHIPPING TO THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DUE TO FAILURE TO COMPLY WITH THESE REQUIREMENTS. DISPENSERS SHALL BE PROTECTED WITH SHIPPING BOXES UNTIL STORE IS TURNED OVER FOR OPENING. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ADEQUATE AND LOCKED STORAGE OF OWNER'S MISCELLANEOUS EQUIPMENT, TO INCLUDE GASOLINE CONSOLE, PRIOR TO OPENING OF THE STORE.

4.13 GASOLINE CONTRACTOR SHALL BE RESPONSIBLE FOR FILING OF RECEIVING FORMS AND MISCELLANEOUS CONFIRMATION OF EQUIPMENT RECEIVING INFORMATION AS REQUIRED BY LOCAL CONSTRUCTION OFFICE.

4.14 GASOLINE CONTRACTOR SHALL PROVIDE ALL PLUMBING, WIRING, MATERIAL AND LABOR AS REQUIRED TO INSTALL OWNER SUPPLIED EQUIPMENT. INCLUDE MONEY IN BID PROPOSAL FOR INSTALLATION OF OWNER SUPPLIED EQUIPMENT UNLESS NOTED OTHERWISE.

PART 5 - PROTECTION

5.1 CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY HIM OR HIS WORKMEN TO THE PROPERTY OR EQUIPMENT OF THE OWNER, OR TO THE WORK OR MATERIALS OF OTHER CONTRACTORS. CONTRACTOR SHALL MAKE GOOD ANY LOSS, DAMAGE OR INJURY WITHOUT COST TO OWNER FOR SUCH LOSS OR DAMAGE.

5.2 CONTRACTOR SHALL PROVIDE AND MAINTAIN SUITABLE TEMPORARY SIDEWALKS, FENCES, LIGHTS, SIGNS OR OTHER STRUCTURES AND DEVICES AS REQUIRED BY LAW, DO NOT OBSTRUCT OR INTERFERE WITH TRAFFIC IN PUBLIC STREETS, ALLEYWAYS OR PRIVATE RIGHT-OF-WAYS. IF WORK IS SUSPENDED, KEEP ALL ROADWAYS AND SIDEWALKS IN PROPER CONDITION AND PUT AND LEAVE THEM IN PROPER CONDITION AT TERMINATION OF WORK.

5.3 CONTRACTOR SHALL SEND PROPER NOTICES, MAKE NECESSARY ARRANGEMENTS AND PERFORM ALL WORK REQUIRED FOR THE CARE, PROTECTION AND MAINTENANCE OF PUBLIC UTILITIES ON AND AROUND THE BUILDING SITE, ASSUMING ALL RESPONSIBILITY AND PAYING ALL COSTS FOR WHICH THE OWNER MAY BE LIABLE. CONTRACTOR HEREBY DECLARES HE HAS VERIFIED THE LOCATIONS OF THE EXISTING UNDERGROUND UTILITIES ON SITE PRIOR TO THE START OF WORK. CONTRACTOR HEREBY AGREES TO MAKE ARRANGEMENTS FOR AND TO PAY ALL CHARGES IN CON- JUNCTION WITH THE RELOCATION'S OF EXISTING UTILITIES AS REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL UTILITY EASEMENTS, HOOKUP CHARGES, TAP FEES & SYSTEM DEVELOPMENT FEES OR BONDS AS NECESSARY FOR COMPLETION OF THIS PROJECT.

5.4 IF ALL OR PART OF THE WORK IS SUSPENDED FOR ANY REASON, CONTRACTOR SHALL PROPERLY COVER OVER, SECURE AND PROTECT ANY PORTION LIABLE TO SUSTAIN INJURY FROM ANY CAUSE.

5.5 PRODUCT PROTECTION: CONTRACTOR SHALL PROVIDE ADEQUATE AND SECURE PROTECTION OF PRODUCT IN TANKS UPON DELIVERY UNTIL TURNED OVER FOR OPERATION. ALL FILL, VENT AND GAUGING CAPS AND/OR OPENINGS SHALL BE SECURED AND PADLOCKED TO PREVENT VANDALISM OR THEFT.

PART 6 - SUBSTITUTION OF MATERIALS

6.1 MATERIALS AS SPECIFIED REPRESENT REQUIRED STANDARDS. SUBSTITUTION MAY BE PROPOSED IN WRITING WITH ADEQUATE SUPPORTING DATA FURNISHED. USE OF SUBSTITUTE MATERIALS IS DEPENDENT ON RECEIPT OF WRITTEN APPROVAL FROM OWNER'S APPROVED REPRESENTATIVE.

PART 7 - COMPLETION OF CONTRACT

7.1 THE CONTRACT SHALL BE CONSIDERED FULFILLED, SAVE AS PROVIDED IN ANY MAINTENANCE STIPULATIONS, BOND OR BY LAW, WHEN ALL THE WORK HAS BEEN COMPLETED WITH FINAL INSPECTION AND ACCEPTANCE MADE BY ALL APPLICABLE GOVERNING BUILDING DEPARTMENTS, FIRE MARSHAL'S OR OTHER JURISDICTIONS.

7.2 NOT USED

7.3 CLEANING:

7.3.1 ALL WORK SHALL BE CLEAN AND READY FOR USE UPON COMPLETION. REMOVE TEMPORARY TAPES, WRAPPING, COATING, PAPER LABELS AND OTHER ITEMS.

7.3.2 CLEANING METHODS FOR PROPRIETARY MATERIALS SHALL BE IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. CLEANING SOLUTIONS, AGENTS, SOLVENTS, WAXES OR OTHER MATERIALS SHALL BE ONLY AS APPROVED BY THE MANUFACTURER OF THE MATERIAL INSTALLED IN THE WORK.

7.3.3 CLEANUP: CONTRACTOR SHALL CLEAN UP ALL DEBRIS CAUSED BY THE WORK OF THIS SECTION, KEEPING THE PREMISES NEAT AT ALL TIMES.

PART 8 - CODES

8.1 THE FOLLOWING CODES ARE MADE A PART OF THIS SPECIFICATION. SAID CODES SHALL DICTATE MINIMAL ACCEPTABLE STANDARDS. CODE SHALL BE ADHERED TO UNLESS LOCAL GOVERNING AUTHORITIES DICTATE HIGHER OR MORE STRINGENT REQUIREMENTS WHICH SHALL TAKE PRECEDENCE:

8.1.1 NFPA 30 FLAMMABLE AND COMBUSTIBLE LIQUIDS CODE

8.1.2 PEI MANUAL "RECOMMENDED PRACTICES FOR INSTALLATION OF UNDERGROUND LIQUID STORAGE SYSTEMS." #RP-100-96 (OR LATEST EDITION)

8.1.3 OSHA AND LOCAL MUNICIPALITIES

PART 9 - WARRANTY / GUARANTEE

9.1 EXCEPT WHERE SPECIAL GUARANTEES ARE REQUIRED IN EXCESS OF ONE (1) YEAR, THE CONTRACTOR AGREES TO REPAIR AND RE-CERTIFY OR REPLACE THE DEFECTIVE COMPONENT OR ANY DEFECT IN MATERIAL OR WORKMANSHIP (BEYOND ORDINARY WEAR AND TEAR) TO THE SATISFACTION OF THE OWNER'S CONSTRUCTION MANAGER FOR A PERIOD OF ONE (1) YEAR AFTER DATE OF ACCEPTANCE, WHETHER IN HIS WORK OR IN THAT OF SUBCONTRACTOR'S, WITHOUT COST TO THE OWNER.

9.2 ALL PAVING WILL HAVE A TWO YEAR WARRANTY.

PART 10 - AS BUILT PLAN AND DOCUMENTATION

10.1 UPON COMPLETION OF PROJECT, CONTRACTOR SHALL PROVIDE "AS-BUILT SITE PLAN" VERIFYING FINAL LOCATION OF IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, PIPING, PLUMBING AND ELECTRICAL.

10.2 CONTRACTOR SHALL KEEP PHOTOGRAPHIC JOURNAL OF ALL PHASES OF THE COMPLETE INSTALLATION. PHOTOGRAPHS ARE TO BE PROPERLY DATED, IDENTIFIED AND FORWARDED TO LOCAL 7-ELEVEN, INC. CONSTRUCTION OFFICE, WITH FINAL INVOICE PACKAGE.

SECTION II INSPECTIONS / TESTING

BEFORE PLACING COMPONENTS IN THE EXCAVATION	
COMPONENT	TEST PROCEDURE
Double-walled tank Sec. 3.3, 3.57	Inspection and 5 psig air/soap test or according to manufacturer's recommendations.
Piping Sec. 10.3	Careful Inspection

Table below lists procedures that may be applied to storage-system components prior to placing them in the excavation.

AFTER ASSEMBLY BUT BEFORE BACKFILLING	
COMPONENT	TEST PROCEDURE
New primary piping. Piping must be isolated from tank. Sec. 11.1.1	50 psig air/soap test.
Secondary piping Sec. 11.2.1	5 or 10 psig air/soap test.
Tank-top sumps and dispenser sumps Sec. 8.4-5	Hydrostatic test or manufacturer's recommendations.

Table below lists test procedures that may be applied to storage-system components after assembly but before backfilling.

TEST BEFORE PLACING THE SYSTEM IN SERVICE	
COMPONENT	TEST PROCEDURE
Double-walled storage tank	Inspect tank interstice or check vacuum or liquid level (Sec. 3.6-7)
Double-walled piping	Tightness test primary piping Sec. 11.1.4.). Test Secondary according to Section 11.2.3 or Manufacturer's instructions.
Tank shell deflection	Compare before/after backfilling vertical diameter. If measurements differ, consult manufacturer's instructions for allowable variation.
Leak detection sensor	Ensure ability to detect alarm condition (e.g., water, product).
Automatic tank gauges	Verify set up parameters (e.g., water, product).
Overfill prevention devices	Verify that device is set at the proper height and ensure proper operation.
Spill-containment manholes	Check the operation of the liquid drain (if present) and the clearance between the fill-pipe cap and the manway cover. Remove liquids, trash, installation aides, etc.
Impact Valves	Ensure that the valve is securely anchored and that the valve mechanism operates freely. Check the level of the shear section relative to the pump island surface.
Mechanical line leak detectors	Test for ability to detect three gallon per hour leak according to manufacturer's instructions.
Electronic line leak detectors	Verify set up parameters (e.g., piping length, diameter, type). Test for ability to detect three gallon per hour leak according to manufacturer's instructions.

PART 1 - GENERAL

1.1 SCOPE: THIS SECTION COVERS THE FURNISHING OF ALL LABOR, SERVICES AND EQUIPMENT AS REQUIRED TO PROVIDE INSPECTION SERVICES OF THE GAS INSTALLATION.

PART 2 - INSPECTIONS

2.1 INSPECTOR: 7-ELEVEN, INC. LOCAL CONSTRUCTION DEPARTMENT AND/OR APPOINTED REPRESENTATIVE SHOULD BE NOTIFIED TO OBSERVE TIGHTNESS TESTING OF PRODUCT PIPING, STAGE I & STAGE II PIPING PRIOR TO BACKFILL.

2.2 NOTIFICATION: CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING 7-ELEVEN'S CONSTRUCTION DEPARTMENT 48 HOURS PRIOR TO REQUESTED INSPECTION

2.3 SPILLAGE: SHOULD SPILLAGE OF PRODUCT OCCUR AT ANY PHASE OF INSTALLATION OR TESTING, LOCAL 7-ELEVEN CONSTRUCTION DEPARTMENT AND ENVIRONMENTAL DEPARTMENT ARE TO BE NOTIFIED IMMEDIATELY, ESTIMATED LOSS OF PRODUCT AS WELL AS ACTION TO BE TAKEN BY CONTRACTOR TO SAFEGUARD THE EVENT FROM FURTHER MISHAP AND TO PROTECT THE GENERAL PUBLIC IS TO BE NOTED AND RECORDED.

2.4 REPRESENTATIVE OF CONTRACTOR AND PIPING SUBCONTRACTOR SHALL BE AVAILABLE ON SITE DURING TESTING PROGRAMS. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN ANY CORRECTIONS AND/OR REPAIRS REQUIRED BEING PERFORMED BY OWNER AS REQUIRED. COST OF SAID REPAIRS AND/OR CONNECTIONS SHALL BE DEDUCTED FROM CONTRACT AMOUNT AS REQUIRED TO SATISFY THE SITUATION.

2.5 PROHIBITED WORK: CONTRACTOR SHALL SCHEDULE WORK SUCH THAT NO HEAVY EQUIPMENT IS OPERATING ON SITE DURING INSPECTION PROGRAMS. NO WELDING OR OPEN FLAMES SHALL BE ALLOWED ON SITE AT ANY TIME DURING TEST PROCEDURES.

2.6 INSTALLATION REPORTS: SHOULD 7-ELEVEN OR THEIR APPOINTED REPRESENTATIVES BE UNABLE TO BE PRESENT AT SITE FOR PURPOSES OF FILING ANY INSPECTION REPORTS, CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE INSPECTION AND FILING OF REPORT WITH LOCAL 7-ELEVEN, INC. CONSTRUCTION OFFICE. WRITTEN REPORT SHALL INCLUDE PHOTOGRAPHIC DOCUMENTATION OF ALL PROCEDURES.

2.7 TEST FAILURE: SHOULD SYSTEM FAIL ANY PORTION OF TEST PROGRAM, CONTRACTOR SHALL IMMEDIATELY INSTIGATE PROCEDURES AS REQUIRED TO BRING SYSTEM INTO COMPLIANCE SHOULD FAILURE OF TEST DUE TO FACILITY WORK REQUIRE EXPENDITURE OF ADDITIONAL MONIES FOR RESCHEDULING AND/OR RETESTING OF SYSTEM, CONTRACTOR SHALL BE HELD RESPONSIBLE FOR COMPENSATION ACCORDINGLY.

2.8 CLEANUP: IN THE EVENT PRODUCT SPILLAGE SHOULD OCCUR DURING CONSTRUCTION OR DURING WARRANTY PERIOD DUE TO WORK PERFORMED BY CONTRACTOR, CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP AS MAY BE REQUIRED.

2.9 TEST REPORT: UPON COMPLETION OF TESTING PROGRAMS, REPRESENTATIVE OF TESTING/ INSPECTION COMPANY SHALL BE RESPONSIBLE FOR FILING COPIES OF TANK AND PIPING TEST/INSPECTION REPORTS WITH LOCAL 7-ELEVEN, INC. CONSTRUCTION OFFICE OR THE OWNER'S ASSIGNED SITE MANAGER WITH COPY TO JOB SITE.

Rev. #	Date	Description

Proto 2nd Qtr 04-03-15

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Scale:	AS NOTED
Date:	01/21/16
Drawn By:	JMR
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PRINTED BY: KSTORLIE PRINT DATE: Feb 02, 2016 - 12:56pm
DRAWING NAME: 32541 - G13 FUELING SPECIFICATIONS.DWG