

PROJECT MANUAL

Stand By Generator Replacement

At

**Data Center
168 S. duPont Highway
New Castle, Delaware 19720**

Bid #4-12-14

For The

Colonial School District

January 4, 2012



**Furlow Associates, Inc.
Consulting Engineers
1206 Society Drive
Claymont, Delaware 19703**

(BIDS/PROPOSAL AD FOR THE NEWS JOURNAL)

Bids will be received by the Data Service Center for the Colonial School District as follows:

Bid # 4-12-14 Data Service Center Generator Installation on **January 19, 2012 @ 2:00 PM.** There will be a mandatory pre-bid meeting held on January 4, 2012, 9:00 AM at Wallace Wallin, 701 E. Basin Rd., New Castle, DE. Prime Electrical Contractors must be prequalified with the State of Delaware. Specifications and Drawings will be available at the pre-bid meeting for a \$100.00 nonrefundable fee, payable to Furlow Associates, Inc.

This project requires the submission of a 10% Secured Bid Deposit and a 100% Performance/ Material Labor Bond to be submitted by the successful bidder. All proposals will be opened at the Colonial School District's Wallace Wallin Building, 701 E. Basin Rd., New Castle, DE on January 19, 2012, 2:00 PM. The time and place for the opening of bids may be extended from that described above on not less than two calendar days notice by certified delivery, facsimile machine, or other verifiable electronic means to those bidders who obtained copies of the plans and specifications.

EOE

**TO BE RUN IN THE NEWS JOURNAL, SECTION BIDS AND PROPOSALS on
December 27, 2011 and January 3, 2012.**

Emily Ryan
Manager of Central Bidding
Data Service Center
168 S. Dupont Hwy.
New Castle, DE 19720

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PROJECT FORWARD

1. Project Description: Herein is a partial summary of work as described on drawings and specifications for “Data Center Generator Replacement.”

The general scope is to replace the existing 45Kw natural gas generator with a new 250 Kw natural gas generator which will power the entire facility. The new generator will be located in the same position as the existing. There will be two transfer switches provided to complete the installation. The first will meet NFPA 101, Life Safety requirements, and the second will provide power to run the rest of the facility.

2. Prequalification: Electrical Contractors must be prequalified with the State of Delaware.
3. Prebid Meeting: A mandatory meeting will be held on Wednesday, January 4, 2012 at 9:00 a.m. at Wallace Wallin, 701 E Basin Road, New Castle, DE. Attendance is mandatory for all Electrical Contractors. Bids received from contractors not attending this meeting shall not be opened.
4. Bids Due: Sealed proposals will be received by the Owner for public opening until **2:00 p.m. local time on Thursday, January 19, 2012** at the Colonial School District’s Data Center, **168 S. duPont Highway, New Castle, DE 19720**. Proposals received after this time shall not be accepted. Bidders should be aware that the Owner reserves the right to reject all bids and/or negotiate with the low bidder.

Bid # 4-12-14 Data Center Generator Replacement

The time and place for the opening of bids may be extended from that described above or not less than two calendar days notice by certified delivery, facsimile machine, or other verifiable electronic means to those bidders who obtained copies of the plans and specifications.

5. Project Identification: “Data Center Generator Replacement”:

Project Location:

Data Center
168 S. duPont Highway
New Castle, Delaware 19720

Owner:

Colonial School District
318 East Basin Road
New Castle, Delaware 19720

6. Contract Documents, dated January 4, 2012 were prepared for the Project by:

Electrical Engineer

Furlow Associates
1206 Society Drive
Claymont, DE 19703
302-798-3515 – Phone
302-798-9799 – Fax

PROJECT FORWARD

7. Availability of Documents: The contract documents (project manual and drawings) will be made available at the non-refundable cost of \$100.00 per set. Payment is to be made by check payable to the order of "Furlow Associates, Inc."
8. CONTRACT: Project will be constructed under a Single Prime Contract. Form of Contract will be AIA Document A101 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM.
9. Wage Rates and Payroll Reporting: Contractors shall comply with all requirements of the State of Delaware regarding wage rates and payroll reporting. These requirements include, but are not limited to, the following:
 - a. Wage Rates: The wage rates that shall be used for this project are attached to this Section. This scale of wages shall be posted in a prominent and easily accessible location on the job site. All employees shall be paid directly upon the site of the work, not less often than once a week.
 - b. Payroll Reporting: Per Section 6912 of Title 29, payroll information shall be reported weekly to the Delaware Department of Labor (refer to Section 01311 "Schedules and Reports").

10. Schedule

Timely execution of this project is a critical element of the Work.

- a. Refer to "PROJECT SCHEDULE AND SEQUENCE" Section # 005010.

11. Project Staffing

- a. The prime contractor shall have a field-stationed general Superintendent for all day shift hours in accordance with SUPPLEMENTARY GENERAL CONDITIONS paragraph 8.6.2:
- b. First shift: Contractor shall provide manpower and staffing as required to maintain the Project Schedule. The contractor will be given limited access to Owner approved, selected areas and times for construction activity prior to February 6, 2012. Schedule work not less than five days per week beginning on February 6, 2012 and thereafter until Substantial Completion.
- c. Deviation from this staffing must be approved by the School District's facilities management representative. In the event that the School District agrees to eliminate second shift hours, the prime contractor shall credit the hours, salaries, and labor burden back to the School District.
- d. Working Hours: Contractor shall have access to building between the hours of 7:00 AM and 3:00 PM Monday thru Friday. Contractor shall provide 72 hours notice for access to building on Saturday, Sunday and/or District school holidays.
- e. Service interruption and final connections shall be coordinated with the Owner. Work shall be performed during evenings or weekends. Request for shut down shall be in writing 3 days prior to shut down. Duration time shall also be included.

END OF PROJECT FORWARD

INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. DEFINITIONS
2. BIDDER'S REPRESENTATION
3. BIDDING DOCUMENTS
4. BIDDING PROCEDURES
5. CONSIDERATION OF BIDS
6. POST-BID INFORMATION
7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE 1: GENERAL

1.1 DEFINITIONS

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 AGENCY: Contracting State Agency as noted on cover sheet.

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.

- 1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER'S REPRESENTATIONS

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.

2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.3 JOINT VENTURE REQUIREMENTS

2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.

2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.

2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a valid Delaware Business License Number with their Bid or shall state that the process of application for a Delaware Business License has been initiated.

2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.

2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.

2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.

3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.
- 3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.
- 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.
- 3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.
- 3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.
- 3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

3.4 ADDENDA

- 3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES**4.1 PREPARATION OF BIDS**

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.2 BID SECURITY**
- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State,

the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

4.3 SUBCONTRACTOR LIST

4.3.1 As required by Delaware Code, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included.

4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.

4.3.3 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

4.4.1 During the performance of this contract, the contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."

4.5 PREVAILING WAGE REQUIREMENT

4.5.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000, and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

4.5.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.

4.5.3 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.

4.5.4 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.

4.5.5 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.6 SUBMISSION OF BIDS

4.6.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.

4.6.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.

4.6.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

4.6.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

4.6.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.

4.7 MODIFICATION OR WITHDRAW OF BIDS

4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

4.7.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.3 DISQUALIFICATION OF BIDDERS

5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

A. The Bidder's financial, physical, personnel or other resources including Subcontracts;

B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or

admission of violations of the Prevailing Wage Laws in Delaware or any other state;

- C. The Bidder's written safety plan;
- D. Whether the Bidder is qualified legally to contract with the State;
- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
- F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.

5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.

5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.

5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.

5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."

- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.
- 5.4.6 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Prior to receiving an award, the successful Bidder shall furnish to the Agency proof of State of Delaware Business Licensure. If the Bidder does not currently have a Business License, they may obtain an application by writing to: Division of Revenue, Carvel State Office Building, 820 French Street, Wilmington, DE 19899. A copy of the letter written to the Division of Revenue, sent with your Bid will be adequate proof for your firm to be considered for award until such time as you receive your license.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 BUSINESS DESIGNATION FORM
- 6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

- 7.1 BOND REQUIREMENTS
- 7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.
- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.

7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The bonds shall be dated on or after the date of the Contract.

7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

END OF INSTRUCTIONS TO BIDDERS

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

These Supplemental Instructions to Bidders modify and amend the Instructions to Bidders – as published by the State of Delaware, Division of Facilities Management, 2006.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

ADD the following paragraphs:

3.3.5 Any request for the use of a substitute material, apparatus, etc. shall state where an installation is readily available for inspection, complete fabrication details and operating and maintenance performance. Failure to comply with this requirement may be considered sufficient reason for rejection of the entire proposal.

3.3.6 Manufacturers and/or Material Suppliers not listed in the Specifications desiring approval of their products by the Architect, as acceptable substitutions for those specified, shall apply for consideration of their products through one of the Contractors bidding upon the project. The Contractor receiving the request for product approval shall forward a letter (using its letterhead) regarding the request, including any comments it may have concerning the request to the Architect for consideration. In addition, the Contractor shall attach the manufacturer's original letter of request or a copy of it plus any literature, etc., received to its letter to the Architect.

3.4. ADDENDA

3.4.1 **REVISE** the first sentence to read as follows, "One copy of each addenda will be express mailed, faxed or emailed to each pre-qualified bidder for each set of complete bidding documents purchased from the ARCHITECT."

ARTICLE 4: BIDDING PROCEDURES

4.3 SUBCONTRACTORS LIST

ADD the following paragraph:

4.3.4 The work must be awarded to the Subcontractor listed. The Contractor listed shall be the name of the company who is actually installing the work, not who is ultimately responsible for the work. NO Subcontractors listed in the Proposal shall be substituted unless the substitution is made in compliance with Section 6912 of the Delaware Code. Refer to Paragraph 5.4.9 and 5.4.10 in this Section for further clarification.

ARTICLE 5: CONSIDERATION OF THE BIDS

5.2 COMPARISON OF BIDS

ADD the following paragraph:

5.2.6 In the event of a tie in the bids, the Owner will decide which bidder is to be awarded the contract by any criteria the Owner chooses.

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

ADD the following paragraph:

5.4.9 The Owner reserves the right to award the contract on the Base Bid or on the Base Bid plus any combination of Alternate Estimate as listed in the Proposal Form. The amount of each Alternate Estimate shall include all costs of modifications made necessary by the use of such Alternate. An amount shall be stated for each Unit Price and Alternate Estimate. The Owner reserves the right to reject any and/or all of the bids presented and waive informalities therein. In the event that the sums of the Base Bid plus the selected alternates of any two or more bidder's results in an identical low bid price, then the Unit Prices as listed in the Proposal may, at the option of the Owner, be used to determine the apparent low bidder.

5.4.10 After such a contract has been awarded, the successful bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement, which accompanied its bid without the written consent of the agency awarding the contract. No agency shall consent to such substitution unless the agency is satisfied that the Subcontractor in question whose name is listed in the successful bidder's accompanying statement, (1) is unqualified to perform the work required, or (2) has failed to execute a timely reasonable subcontract, or (3) has defaulted in the performance of the part of the work covered by the subcontract, or (4) is no longer engaged in such business.

ARTICLE 6: POST-BID INFORMATION

ADD the following section and paragraph:

6.3 SCHEDULES SUBMISSIONS

6.3.1 Within seven calendar days of signing of the contract, the selected Bidder ("Contractor") shall submit the following: A detailed Project Schedule and a proposed list of product and drawing Submittals (see division one for additional requirements). Upon acceptance/finalization of the Submittal list by the owner and design team, the contractors shall submit a list of their intended product manufacturers.

END OF SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

**GENERATOR REPLACEMENT:
BID No. 4-12-14 Data Center**

BID FORM

For Bids Due: Thursday, January 19, 2012 @ 2:00 p.m.

To: Colonial School District
318 East Basin Road
New Castle, Delaware 19720

Name of Bidder: _____

Delaware Business License No.: _____ **Taxpayer ID No.:** _____

(Other License No.'s): _____

Phone No.: () _____ - _____

Fax No.: () _____ - _____

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sums itemized below, or any combination as indicated in Alternates:

DATA CENTER GENERATOR REPLACEMENT-BID #4-12-14

BASE BID

_____ (\$ _____)

**GENERATOR REPLACEMENT:
BID No. 4-12-14 Data Center**

I / we acknowledge Addendums numbered _____ and the price(s) submitted include any cost / schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for 60 days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received and to award the bid in the best interest of the district.

**GENERATOR REPLACEMENT:
BID No. 4-12-14 Data Center**

BID FORM

This bid is based upon work being accomplished by the Subcontractors named on the list attached to this bid.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver in Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation.

By _____
(Individual's / General Partner's / Corporate Name)

Trading as _____

(State of Corporation)

Business Address: _____

Witness: _____ By: _____
(Authorized Signature)

(SEAL)

(Title)

Date: _____

ATTACHMENTS:

- Subcontractor List (s)
- Noncollusion Statement
- Bid Security
- (Others as Required by Project Manuals)

**GENERATOR REPLACEMENT:
BID No. 4-12-14 Data Center**

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)G Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the subcontractor must be listed for each category where the bidder intends to use a subcontractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, it is required that bidders list themselves as being the subcontractor for all categories where he/she is qualified and intends to perform such work.

GENERAL NOTE:

- A. In the case of contracts in excess of \$50,000 which are competitively bid, all persons shall have initiated the license application procedure required by Title 30, Section 2502, with the Division of Revenue prior to, or in conjunction with, the submission of a bid on contract, or, in the case of a subcontractor, prior to the submission of a bid by the general contractor.
- B. Any subcontractor that is not listed below (including categories not listed), shall be approved by the Owner in writing before entering into an agreement with the General Contractor. The Owner reserves the right to disallow entrance to their property by contractors not listed or pre-approved.

<u>Component</u>	<u>Subcontractor Name</u>	<u>Address (City & State)</u>
1. Excavation	_____	_____
2. Concrete	_____	_____

**GENERATOR REPLACEMENT:
BID No. 4-12-14 Data Center**

BID FORM

NONCOLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to Colonial School District.

All the terms and conditions of Bid # 4-12-14 have been thoroughly examined and are understood.

NAME OF BIDDER: _____

**AUTHORIZED REPRESENTATIVE
(TYPED):** _____

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):** _____

**AUTHORIZED REPRESENTATIVE
(TYPED):** _____

TITLE: _____

ADDRESS OF BIDDER: _____

ADDRESS OF BIDDER: _____

Sworn to and Subscribed before me this _____ day of _____ 20 _____

My Commission Expires _____ NOTARY PUBLIC _____

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

**GENERATOR REPLACEMENT:
BID No. 4-12-14 Data Center**

COLONIAL SCHOOL DISTRICT
OFFICE OF MANAGEMENT AND BUDGET

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____

_____ of _____ in the County of _____

_____ and State of _____ as **Principal**, and _____

_____ of _____ in the County of _____

and State of _____ as **Surety**, legally authorized to do business in the State of Delaware

(**“State”**), are held and firmly unto the **State** in the sum of _____

_____ Dollars (\$ _____), or _____ percent not to exceed _____

_____ Dollars (\$ _____)

of amount of bid on Contract No. _____, to be paid to the **State** for the use and benefit of _____, (*insert State agency name*) for which payment

well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal** WHO HAS SUBMITTED TO THE _____ (*insert State agency name*) a

Certain proposal to enter into this contract for the furnishing of certain material and/or services within the **State**, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and execute this

Contract as may be required by the terms of this Contract and approved by the _____ (*insert State agency name*) this Contract to be entered into within twenty days after

the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation shall be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand
And _____ (20__).

SEALED, AND DELIVERED IN THE
Presence of

Name of Bidder (Organization)

Corporate
Seal

By: _____

Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By: _____

Title

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PAYMENT BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the _____ (“**Owner**”) (*insert State agency name*), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the _____ (“**Owner**”) (*insert State agency name*), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other

transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

CONTRACT FOR CONSTRUCTION A101-2007

The following supplements modify the "Standard Form of Agreement Between Owner and Constructor," AIA Document A101-2007. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following:

"Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid Application for Payment."

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.2 Insert the following:

"Payments are due 30 days after receipt of a valid Application for Payment. After that 30 day period, interest may be charged at the rate of 1% per month not to exceed 12% per annum."

8.5 Delete paragraph 8.5 in its entirety and replace with the following:

"The Contractor's representative shall not be changed without ten days written notice to the Owner."

END OF CONTRACT FOR CONSTRUCTION

SUPPLEMENTARY GENERAL CONDITIONS A201-1997

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-1997. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Delete the last sentence in its entirety and replace with the following:

“The Contract Documents also include Advertisement for Bid, Instructions to Bidder, sample forms, the Bid Form, the Contractor’s completed Bid and the Award Letter.”

Add the following Paragraph:

1.1.2 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the State of Delaware, Division of Facilities Management shall take precedence over all other documents.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

1.2.4 In the case of an inconsistency between the Drawings and the Specifications, or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect’s interpretation.

1.2.5 The word “PROVIDE” as used in the Contract Documents shall mean “FURNISH AND INSTALL” and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.

1.2.6 The word “PRODUCT” as used in the Contract Documents means all materials, systems and equipment.

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Delete Paragraph 1.6.1 in its entirety and replace with the following:

“All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect’s consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect’s consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner

will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp.”

ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 – Add the following sentence:

“The Contractor, at their expense shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, out of failure to accurately identify said utilities.”

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.1 The Contractor shall be furnished free of charge up to five (5) sets of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

2.3 OWNER’S INSPECTIONS

The Owner may have a full- or part-time inspector for this Work in addition to the inspections completed by the Architect.

2.3.1 Each site may be videotaped daily and progress meetings may be audio taped.

2.3.2 Each site shall have a daily sign-in log, overseen by each site superintendent for the General Contractor.

2.4 Bidders acknowledge and accept that the Owner’s Representative may, at the Owner’s option, photograph and/or videotape construction work in progress including Contractor employees, and accept that the Owner’s Representative may, at the Owner’s option, record by audiotape construction progress meetings.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Amend Paragraph 3.2.2 to state that any errors, inconsistencies or omissions discovered shall be reported to the Architect and Owner immediately.

Delete the third sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect.

- 3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.
- 3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

- 3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.
- 3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.

3.5 WARRANTY

Add the following Paragraphs:

- 3.5.1 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for one year after Acceptance by the Owner, and will maintain all items in perfect condition during the period of guarantee.
- 3.5.2 Defects appearing during the period of guarantee will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of guarantee will have elapsed.
- 3.5.3 In addition to the General Guarantee there are other guarantees required for certain items for different periods of time than the one year as above, and are particularly so stated in that part of the specifications referring to same. The said guarantees will commence at the same time as the General Guarantee.
- 3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.
- 3.5.5 All warranties shall commence at the date of substantial completion for the entire project, issuance of final certificate of occupancy, or upon substantial completion of that portion of the work, which ever occurs later.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**Add the following Paragraphs:**

- 3.10.1** The Contractor shall own all entities (products, materials, equipment and systems) identified in the Project Manual (Specifications) and drawings, regardless of whether said entities are only referenced in either the Project Manual or the drawings. Failure of the successful low bidder to identify all required quantities and locations of all project entities in the bidding period will not exempt the low bidder from the contractual responsibility for these items. In the event of a conflict between the Project Manual and the drawings, the Contractor shall own the more costly of the conflicting scenarios. The conflict, once identified and reported by the Contractor, will be resolved by the Architect.
- 3.10.2** For convenience, the specifications have been separated into one or more volumes under various headings with General Requirements listed first and the Technical Specifications following. A group of Divisions comprise the Technical Specifications. Various trades, providing materials or labor or both, whose work is closely related are grouped into these Divisions does not relieve the General Contractor from providing all labor and materials necessary to complete the work, irrespective of the Division in which such labor and material is specified.

3.11 DOCUMENTS AND SAMPLES AT THE SITE**Add the following Paragraphs:**

- 3.11.1** During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.
- 3.11.2** At the completion of the project, the Contractor shall obtain a set of reproducible drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.
- 3.11.3** The Contractor shall provide two (2) prints of the as-built conditions, along with the reproducible drawings themselves, to the Owner and one (1) set to the Architect. In addition, attach one complete set to each of the Operating and Maintenance Instructions/Manuals.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT**4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

Delete the first sentence of Paragraph 4.2.7 and replace with the following:

The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Delete the second sentence of Paragraph 4.2.7 and replace with the following:

The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner's professional judgment to permit adequate review.

Add the following Paragraph:

4.2.10.1 There will be no full-time project representative provided by the Owner or Architect on this project.

4.3 CLAIMS AND DISPUTES

Delete Paragraph 4.3.10 in its entirety.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

Delete Paragraph 4.4.5 in its entirety and replace with the following:

4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and other remedies at law or in equity.

Delete Paragraph 4.4.6 in its entirety.

4.5 MEDIATION

4.5.2 At the end of the second sentence, delete "and with the American Arbitration Association."

4.6 ARBITRATION

Delete Paragraph 4.6 and its sub-sections in its entirety.

ARTICLE 5: SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Delete Paragraph 5.2.3 in its entirety and replace with the following:

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3, 4.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Delete Paragraph 6.1.4 in its entirety.

ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK OF THE GENERAL REQUIREMENTS)

ARTICLE 8: TIME**8.2 PROGRESS AND COMPLETION**

Add the following Paragraphs:

8.2.1.1 Refer to Specification Section SUMMARY OF WORK for Contract time requirements.

8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.

8.3 DELAYS AND EXTENSION OF TIME

Add the following Paragraph:

8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause.

Delete Paragraph 8.3.3 in its entirety and replace with the following:

8.3.3 Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Paragraph 8.3.1., shall be the Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.

Add the following Paragraph:

8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive their rights under the Contract.

8.6 PROJECT LABOR/STAFFING:

8.6.1 The contractor shall provide one full-time laborer and equipment/materials per shift dedicated to maintaining a clean job site. The owner reserves the right to direct the superintendent as to the tasks of the full-time laborer. If a laborer is not provided or is not keeping the job site clean, the owner shall employ his own work forces and back-charge the contractor.

8.6.2 The General Contractor shall employ a competent full time general superintendent and necessary assistants who will be in attendance at the Project site throughout the performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the

Contractor. The General Contractor may either directly employ or assign this responsibility to a selected subcontractor. The superintendent shall have a minimum of 7 years experience and shall be subject to Owner's approval.

8.7 WEATHER DELAYS:

8.7.1 The project substantial completion date, shall only be adjusted due to weather conditions if there are delays above and beyond the following "Adverse Day" allowances based on a seven day work week:

8.7.2.1 January (12 days), February (10 days), March (5 days), April (5 days), May (4days), June (2 days), July (4 days), August (3 days) September (4 days), October (3 days), November (2 days), and December (6 days). These "Adverse Days" are based on the following reference: State of Delaware Department of Transportation's Standard: "763508 Project Control System."

8.7.2.2 Delays requested due to weather must relate to the critical path activity as indicated on the Contractor's Project Schedule only.

8.7.2.3 If work is not scheduled to occur on a day when foul weather occurs, then that day shall not be considered for a "weather delay day."

8.7.2.4 Delays shall only apply to project scope affected by the adverse weather. All other project scope must be completed by the original Substantial Completion date.

ARTICLE 9: PAYMENTS AND COMPLETION

8.8 SCHEDULE OF VALUES

Add the following Paragraphs:

9.2.2 The Schedule of Values shall be submitted using AIA Document G702, Continuation Sheet to G703.

9.2.3 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than **3** % of the initial contract amount.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

9.3.1.3 Application for Payment shall be submitted on AIA Document G702 "Application and Certificate for Payment", supported by AIA Document G703 "Continuation Sheet". Said Applications shall be fully executed and notarized.

Add the following Paragraphs:

Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.

9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

- .8 failure to provide a current Progress Schedule;
- .9 a lien or attachment is filed;
- .10 failure to comply with mandatory requirements for maintaining Record Documents.

9.6 PROGRESS PAYMENTS

Delete Paragraph 9.6.1 in its entirety and replace with the following:

9.6.1 After the Architect has approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment.

9.7 **ADD the following statement to section 9.4.1: "See section 01770 – Closeout Procedures. Upon receipt of all the closeout documents, the 3% "closeout document retainage" will be released."**

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.

Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

Protection and Replacement of Roadways, Curbs, Etc.

Before starting any work, the Contractor shall file with the Architect, for approval, a list of all defective areas related to the existing site, including roadways, etc. At the close of the project, the Contractor shall repair any damaged areas to the satisfaction of the Owner and Architect.

Repair of Grounds

Toward the completion of the job, go over the grounds, fill any ruts and repair any damage caused by hauling, the storage of materials, and other operations, and leave the whole property in as good condition as at the start of the work.

It shall be the General Contractor's and its subcontractors' responsibility to meet the necessary safety requirements, established by the Federal "Occupational Safety and Health Administration" (OSHA) required and applicable while performing work on this project.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraphs 10.5 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

Delete Paragraph 11.3 in its entirety.

11.4 PROPERTY INSURANCE

Delete Paragraph 11.4 in its entirety and replace with the following:

11.4 The State will not provide Builder's All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide property coverage for their tools and equipment, as necessary. Any mandatory deductible required by the Contractor's Insurance shall be the responsibility of the Contractor.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

- 12.2.2.1.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as it considers justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

Add the following Paragraph:

CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

- 13.8.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete Paragraph 14.4.3 in its entirety and replace with the following:

- 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and cost incurred by reason of such termination along with reasonable overhead.

END OF SUPPLEMENTARY GENERAL CONDITIONS

1. Supplementary Conditions

In addition to requirements of AIA-A201, "General Conditions of the Contract for Construction – 2007," herein referred to as "General Conditions" these Supplementary Conditions shall apply to the contract as a whole, and to each and every subcontract, and to all persons supplying any materials or labor entering into this project directly or indirectly.

2. Basic Definitions (Addition to AIA A201 General Conditions - Article 1, Paragraph 1, Subparagraph 1.1.5 “The Drawings”)

The drawings for the project referred to throughout these specifications are identified as Engineers’ Commission No. 10.103

For full list of drawings, see below:

ELECTRICAL/PLUMBING

EP101 FLOOR PLAN & SITE PLAN ELECTRICAL/PLUMBING

3. Basic Definitions (Alteration to AIA General Conditions - Article 1, Paragraph 1.1, Subparagraph 1.1.7)

1.1.7 Project Manual: The Project Manual is the volume which includes the Bidding Documents, such as the Project Forward, and the Bid Form; Contract Forms such as Contract Agreement between the Owner and General Contractor, Performance Bond and other AIA documents in support of the Contract; Conditions of the Contract which include the General Conditions of the contract and Supplementary Conditions; and the Technical Specifications.

Daily Construction Report

4. Execution, Correlation, Intent and Interpretations (Alteration to AIA A201 General Conditions - Article 1, Paragraph 1.2, Subparagraph 1.2.1)

The Owner-Contractor Agreement shall be signed by the Owner and Contractor respectively. Signature of both parties on the Owner-Contractor agreement represents signature of each and every Contract Document.

(also)

(Addition to AIA A201 General Conditions - Article 1, Paragraph 1.2, Subparagraphs 1.2.1 and 1.2.3)

Should anything be omitted from the Drawings or Specifications which is necessary to a clear understanding of the work or should any error appear in the various instruments furnished or included in these specifications, it shall be the duty of the Contractor to notify the Architect and obtain the necessary information and see that the work is carried out in compliance therewith, and that any damage or defect in the work caused thereby is properly corrected.

The Contractor shall be responsible for all measurements; shall check all drawings; shall report any discrepancies to the Architect; and shall furnish correct dimensions to all trades. It shall also furnish all lines and dimensions required in the performance of the work. Scaled dimensions shall not be allowed. The Contractor must check all drawings and verify all coordination. All details shall work

ADDITIONAL SUPPLEMENTARY CONDITIONS

together, and details indicated at various scales shall require all components whether or not they are indicated at all different scales.

5. Labor and Materials (Addition to AIA A201 General Conditions - Article 3, Paragraph 3.4, Subparagraph 3.4.1)

The Contractor must provide suitable storage facilities at the site for the proper protection and safe storage of its materials.

All materials delivered to the premises which are to form a part of the work are to be considered the property of the Owner and must not be removed without the Owner's consent, but the Contractor shall remove all surplus materials upon completion of each phase of the work and as directed by the Owner.

When any room is used as a shop, storeroom, etc., by the Contractor during the construction of the building, the Contractor shall be held responsible for any repairs, patching, or cleaning arising from such use.

The Contractor shall not subcontract, sublet, sell, transfer, assign, purchase work or materials from an organization other than its own, or otherwise dispose of the contract or any portion thereof, or of its right, title or interest therein, without written permission from the Owner and or Architect.

Daily Construction Report:

The Contractor shall at the end of each working day, unless expressly excused from this requirement by the Owner, carefully prepare a Daily Construction Report that shall include the weather and temperature, a general description of the work accomplished and its location on the roof, the number of men and regular and overtime hours by craft, and any accidents or unusual occurrences, and shall submit such reports to the Owner on a weekly basis.

6. Fire Prevention

An adequate fire watch and adequate fire extinguishing equipment approved by the Consultant shall be used.

Welding, burning, and open flame work shall be permitted, but only subject to the following conditions:

- A. The methods shall be approved by the Owner and the Consultant.
- B. The Contractor shall inform the Owner of the exact time that welding or open flame work will be performed.
- C. The application of roofing materials by the use of butane or propane torches, either hand held or as a part of a wheeled device used for that purpose shall be permitted, but only subject to the following conditions:
 - 1) Thoroughly knowledgeable workmen shall be employed.
 - 2) An inspection of all torched areas shall be made at the end of the day's work to determine if there are any "hot spots" that might indicate the presence of a smoldering fire within or beneath the membrane.

7. Permits, Fees and Notices (Alterations to AIA A201 General Conditions - Article 3, Paragraph 3.7)

The Contractor shall be responsible for permits and governmental fees necessary for the proper execution and completion of the work, and the Contractor is required to have proper State and County licenses. The Contractor will secure and pay for all permits and fees, including, but not limited to, inspections, utility connections, etc.

8. Superintendent (Alteration to AIA A201 General Conditions - Article 3, Paragraph 3.9)

A qualified, full-time superintendent shall be provided, and shall be present onsite during all construction, and each shift of activities. The Owner reserves the right to review and approve or reject the Contractor's proposed superintendent at anytime during the duration of the project. At anytime during the project.

9. Shop Drawings, Product Data and Samples (Addition to AIA A201 General Conditions - Article 3, Paragraph 3.12, Subparagraph 3.12.3)

3.12.3

- .1 The Contractor shall furnish for the approval of the Architect, any samples required by the specifications or that may be requested by the Architect, of any and/or all materials or equipment it proposes to use and shall prepay all shipping charges on the samples. The intent is for the Contractor to furnish two samples of each item called for, unless otherwise determined before start of construction.
- .2 No samples are to be submitted with the bids.
- .3 No materials or equipment, of which samples are required, to be submitted for approval shall be used on the work until such approval has been given by the Architect, except at the Contractor's risk and expense.
- .4 Each sample shall have a label indicating the material represented, its place of origin and names of the producer, the contractor and the building or work for which the material is intended. Samples of finished materials shall be so marked as to indicate where the materials represented are required by the drawings or specifications.
- .5 A letter in duplicate submitting each shipment of samples shall be mailed under separate cover by the Contractor to the Architect and contain a list of the samples, the name of the building or work for which the materials are intended and the brands of the materials and names of the manufacturers.
- .6 The approval of any samples shall be only for the characteristics or for the uses named in such approval and no other. No approval of a sample shall be taken in itself to change or modify the contract requirement. When a material has been approved, no additional sample of that material will be considered and no change in brand or make will be permitted. Approved samples of hardware in good condition may be suitable marked for identification and used in the work.

ADDITIONAL SUPPLEMENTARY CONDITIONS

- .7 Failure of any material to pass the specified tests will be sufficient cause of refusal to consider, under this contract, any further samples of the same brand or make of this material.
- .8 Test samples, as the Architect may deem necessary, will be procured from the various materials or equipment delivered by the Contractor for use in the work. If any of these test samples fail to meet the specification requirements, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the Contractor, with materials or equipment meeting the specification requirements, or at the discretion of the Owner, the defective materials and equipment may be permitted to remain in place subject to a proper adjustment of the Contract Price. The costs of the tests will be borne by the Owner except where laboratory tests are hereinafter specified elsewhere in this specification.

(also)

(Addition to AIA A201 General Conditions - Article 3, Paragraph 3.12)

- 3.12.11 The Contractor shall submit all required shop drawings and samples in accordance with the approved construction progress schedule and with such promptness as to cause no delay in its own work or in that of any other contractor or subcontractor. No extensions of time will be granted to the Contractor for any delay caused by its failure to have shop drawings or samples submitted in ample time to allow for review and approval.
- 3.12.12 Each subcontractor shall submit all shop drawings manufacturer's data, and samples through the Contractor, to the Architect for approval. All shop drawings shall be thoroughly checked by the Contractor for completeness and for compliance with the contract documents before submitting them to the Architect and shall bear the Contractor's stamp of approval certifying that they have been checked.

Each sheet of shop drawings shall identify the project, Contractor, subcontractor and fabricator or manufacturer and the date of the drawings. All shop drawings shall be numbered in consecutive sequence and each sheet shall indicate the total number of sheets in the set.

The shop drawings shall indicate types, gauges, and finishes of all materials. Where a shop coat of paint is required, its brand name and manufacturer's identification number or type shall be indicated. Sufficient data in each set of shop drawings shall be included to permit a detailed study of the item submitted.

10. Cleaning Up (Addition to AIA A201 General Conditions - Article 3, Paragraph 3.15, Subparagraph 3.15.1)

The Contractor shall police and clean up on a continuing basis during its presence on the project, all areas in which it is performing work. No burning of any kind will be permitted.

11. Administration of the Contract (Addition to AIA A201 General Conditions - Article 4, Paragraph 4.2, Subparagraph 4.2.1)

In addition to the general supervision by the Architect, the Owner may at its option employ a Project Manager who will at times represent it and the Architect. All matters involving the interpretation of the drawings and specifications shall be brought to the attention of this Project Manager, who shall consult with the Architect and advise the Contractor of the decision made thereon. The Project

Manager shall have power to reject any materials, form of workmanship or method, which is not in accordance with the drawings and specifications, subject to approval of the Architect.

(also)

(Alteration to AIA A201 General Conditions - Article 4, Paragraph 4.2, Subparagraph 4.2.2)

4.2.2 The Architect will make such periodic visits to the site as may be necessary to familiarize itself generally with the progress and quality of the work and to determine in general, if the work is proceeding in accordance with the Contract Documents and to carry out the obligations of the Architect under its Agreement with the Owner in accordance with acceptable professional standards. On the basis of its on-site observations as Architect, it will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work of the Contractor. The Architect will not be required to make exhaustive or continuous on-site inspections to check the quality of the work.

12. Payments and Completion (Addition to AIA A201 General Conditions - Article 9)

On the 20th of each month, the Contractor shall submit its application for progress payment to the Architect. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified if found necessary, and certificate issued for the amount approved by the Architect. Statement shall be submitted in quintuplicate to the office of the Architect.

Payment applications must indicate clearly the proportion of completion of work for each Contract and subcontract. Payment applications shall, when so requested by Architect, be accompanied by bills showing the amounts of labor and material incorporated into the building during the previous month, which would also show that the amount of material delivered to the site were furnished for this particular contract. Bills shall be returned when payments are made.

This amount shall be payable upon the submission and acceptance of all final project closeout documents. Acceptance shall be determined solely by the Owner and Architect.

See Article 15 for additional requirements.

13. Liquidated Damages (Addition to AIA A201 General Conditions – Article 8)

The Contractor shall be liable for liquidated damages if Substantial Completion does not occur, as outlined in the Bid Form.

Substantial Complete Criteria: The Owner must have beneficial occupancy, including, but not limited to, "Certificate of Occupancy" from Regulatory Agency (ies).

14. Accident Prevention (Addition to AIA A201 General Conditions - Article 10)

Machinery and equipment shall be guarded, and all hazards shall be guarded against or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

ADDITIONAL SUPPLEMENTARY CONDITIONS

This Project, its Prime Contractor and his Subcontractors shall, at all times, be governed by Chapter XIII of Title 29, Code of Federal Regulations, Part 1518 - Safety and Health Regulations for Construction (36 FR 75), as amended to date.

The Prime Contractor and all Subcontractors shall immediately report all accidents, injuries, or health hazards the Owner, or his designated representative, in writing. This shall not obviate any mandatory reporting under the provisions of the Occupational Safety and Health Administration Act of 1970 as may be amended.

The inclusion of the OSHA Act of 1970, as amended to date, this specification in no way commits the Owner or his representative to guarantee compliance by the Contractor or Subcontractors. Compliance is the sole responsibility of the Contractor and Subcontractors.

The Contractor will also observe and comply with the Owner's specific safety requirements for construction contracts, if any, as if written fully herein.

15. Alcoholic Beverages and Controlled Substances

Alcoholic beverages and controlled substances, and those people who are under their influence are hereby barred from the project site.

The Contractor shall be responsible to assure complete compliance with the requirements of this paragraph.

16. Smoking

There shall be no smoking in the staging areas where flammable solvents or adhesives are stored or in use, or at the direction of the Owner.

17. Insurance (Addition to AIA A201 General Conditions - Article 11)

11.6 Limits of Liability Insurance: The Contractor shall use the standard "ACORD" form titled "Certificate of Insurance" in submitting its liability insurance limits. The required limits to be inserted in the "ACORD" form, as are follows:

18. General Notes: Contractor shall have the following additional items added to its required "ACORD" form Certificate Insurance:

- .1 Name and Address of Insured (Contractor).
- .2 Description of Operations/Locations.
- .3 Name and Address of Certificate Holder:

Colonial School District
318 East Basin Road
New Castle, DE 19720

- .4 Name of Added Insured:

Colonial School District

NOTE: THOUGH NOT A PART OF AIA DOCUMENT A201, THESE ADDITIONAL ARTICLES APPLY AS NOTED TO THIS PROJECT.

19. ARTICLE 15

15.1 LAWS, RULES, AND REGULATIONS, AS CURRENTLY AMENDED.

15.1.1 The Contractor shall comply with all laws, rules, and regulations of the State of Delaware, the County and/or local authorities having jurisdiction as may be applicable, affecting work under this contract including, but not limited to Title 29 of the State of Delaware Code of Laws:

Title 29, Section 2502:	Contractor license requirement; fees on gross receipts paid; statements required.
Title 29, Section 2503:	Architect, professional engineer duties as to nonresident contractor licenses.
Title 29, Section 2704:	Exculpatory clauses in certain contracts void.
Title 29, Section 2705:	Duty of contractor to list subcontractors, suppliers.
Title 29, Section 805/3503/4/5:	Penalties for contractor's nonpayment of subcontractors and suppliers; use of money paid to contractor.
Title 29, Section 3506:	Contractor's interest payment on late payments to subcontractors and suppliers.
Title 29, Section 6905/6928:	Failure to comply with contract; new award; supervision.
Title 29, Section 6927:	Bids and contract security.
Title 29, Section 6929:	Contract insurance and contract liability/
Title 29, Section 6930:	Owner's right to audit contractor's project-related records.
Title 29, Section 6960:	Prevailing wage rate requirements.
Title 29, Section 6961:	Small public works procedures.
Title 29, Section 6962:	Large public works procedures.
Title 29, Section 6964:	Contractor performance.
Title 29, Section 6987:	Administrative provisions.

15.1.2 It is the explicit responsibility of each contractor to conform with all applicable State and Federal rules and regulations pertaining to safety, including but not limited to OSHA requirements.

15.6 Subcontractor Approval: The Owner reserves the right to reject any subcontractor, at the Bid Submission period, or at any other time during the Construction process.

15.6 The Contractor shall receive multiple purchase orders for the work required by this contract that will correspond to the State of Delaware's fiscal year (July 1 through June 30). The Contractor and the Owner shall mutually agree to the purchase order amounts that correspond to the work scheduled during that funding period, so as to not affect the completion date of the project. General Details

END OF ADDITIONAL SUPPLEMENTARY CONDITIONS

GENERAL REQUIREMENTS

TABLE OF ARTICLES

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12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

ARTICLE 1: GENERAL**1.1 CONTRACT DOCUMENTS**

1.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.1.2 Work including material purchases shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order. Any work performed or material purchases prior to the issuance of the Purchase Order is done at the Contractor's own risk and cost.

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

- 3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.
- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- 3.11 STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."
- 3.12. The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.

4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing material or performing labor in the performance of the Contract, of all sums of money due the person for such labor and material. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)

4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so require, cause judgement to be confessed upon the bond.

4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.

4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.

4.2 FAILURE TO COMPLY WITH CONTRACT

4.2.1 If any firm entering into a contract with the State, or Agency that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursuing additional remedies as otherwise provided by law.

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

- 4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.
- 4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.
- 4.4 RIGHT TO AUDIT RECORDS
- 4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 4.4.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

- 5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:
1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
 2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
 - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
 - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
 - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.

5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:

- A. Is unqualified to perform the work required;
- B. Has failed to execute a timely reasonable Subcontract;
- C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
- D. Is no longer engaged in such business.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

*one (1) percent of contract amount not to exceed \$10,000

5.3 ASBESTOS ABATEMENT

5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursuant to Chapter 78 of Title 16.

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.

5.5 CONTRACT PERFORMANCE

5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a

new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.
- 6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).
- 7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.
- 7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the

Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8: TIME

8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.

8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.

8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

8.4 SUSPENSION AND DEBARMENT

8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."

8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

8.5 RETAINAGE

8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If

the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor's retainage.

- 8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

- 9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.
- 9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.
- 9.1.3 Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the "presentment" (as opposed to the date) of the invoice.

9.2 PARTIAL PAYMENTS

- 9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.
- 9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.
- 9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.
- 9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

9.3 SUBSTANTIAL COMPLETION

- 9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

- 9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.
- 9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.
- 9.4 FINAL PAYMENT
- 9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):
- 9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,
- 9.4.1.2 An acceptable RELEASE OF LIENS,
- 9.4.1.3 Copies of all applicable warranties,
- 9.4.1.4 As-built drawings,
- 9.4.1.5 Operations and Maintenance Manuals,
- 9.4.1.6 Instruction Manuals,
- 9.4.1.7 Consent of Surety to final payment.
- 9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
- 10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform

this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.

- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.
- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- 11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.
- 11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	\$ 500,000	for each person
	\$1,000,000	for each occurrence
	\$1,000,000	aggregate
Property Damage	\$ 500,000	for each occurrence
	\$1,000,000	aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	\$ 500,000	for each person
	\$1,000,000	for each occurrence
	\$1,000,000	aggregate
Property Damage	\$ 500,000	for each occurrence
	\$500,000	aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each person
	\$1,000,000	for each occurrence
Property Damage	\$ 500,000	per accident

11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.

11.7.5 Workmen's Compensation (including Employer's Liability):

11.7.5.1 Minimum Limit on employer's liability to be as required by law.

11.7.5.2 Minimum Limit for all employees working at one site.

11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.

11.7.7 Social Security Liability

- 11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.
- 11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.
- 11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

- 12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.
- 12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

- 13.1 CUTTING AND PATCHING
- 13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.
- 13.2 DIMENSIONS
- 13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.
- 13.3 LABORATORY TESTS
- 13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.
- 13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the Delaware Archaeological Board and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation in the State Museum.

13.5 GLASS REPLACEMENT AND CLEANING

13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

13.6 WARRANTY

13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

ARTICLE 14: TERMINATION OF CONTRACT

14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.

14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

END OF GENERAL REQUIREMENTS



STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS

225 Corporate Boulevard, Suite 104
Newark, Delaware 19702

TELEPHONE (302) 761-8200
(302) 451-3423
Fax (302) 368-6604

September 26, 2011

Mr. Douglas M. Green
Electrical Designer
Furlow Associates
1206 Society Drive
Claymont, DE 19703

Re: Prevailing Wage Category Determination / Colonial School District Data Center Generator Replacement Project

Dear Mr. Green:

I am responding to your request for a prevailing wage category determination and certified prevailing wage rates for the Colonial School District Data Center Generator Replacement project, which is a state funded construction project located in New Castle County, DE. The work consists of complete replacement of an existing 45KW generator with a new larger generator for the Colonial School District Data Center, and includes demolition work, electrical work, concrete work, and plumbing work. You estimate the total cost of construction for this project to be approximately \$175,000.

Based upon the information you provided and Delaware's Prevailing Wage Regulations, the Department of Labor has determined that this project is a **Building Construction** project.

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 15, 2011, prevailing wage rates for Building Construction to be included in your bid specifications. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were

Douglas M. Green
September 26, 2011
Page 2

published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at (302) 451-3409.

Sincerely,

A handwritten signature in cursive script that reads "James P. Ryan". The signature is written in black ink and is positioned to the left of the typed name.

James P. Ryan
Labor Law Enforcement Officer
Office of Labor Law Enforcement

Enclosure

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 451-3423

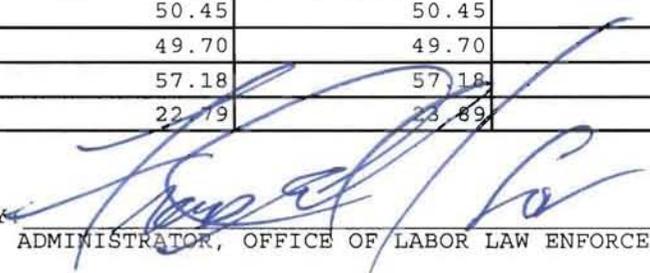
Mailing Address:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

Located at:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2011

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	27.64	37.58	39.20
BOILERMAKERS	63.07	17.85	48.83
BRICKLAYERS	44.98	44.98	44.98
CARPENTERS	48.31	48.31	38.62
CEMENT FINISHERS	40.38	29.11	21.20
ELECTRICAL LINE WORKERS	43.49	37.29	28.44
ELECTRICIANS	57.10	57.10	57.10
ELEVATOR CONSTRUCTORS	73.98	40.93	30.55
GLAZIERS	61.20	61.20	54.20
INSULATORS	49.38	49.38	49.38
IRON WORKERS	58.29	58.29	58.29
LABORERS	37.20	37.20	37.20
MILLWRIGHTS	59.65	59.65	46.36
PAINTERS	39.37	39.37	39.37
PILEDRIVERS	65.17	37.64	30.45
PLASTERERS	21.61	21.61	17.50
PLUMBERS/PIPEFITTERS/STEAMFITTERS	57.25	39.39	44.26
POWER EQUIPMENT OPERATORS	54.31	54.31	24.13
ROOFERS-COMPOSITION	21.09	20.46	17.09
ROOFERS-SHINGLE/SLATE/TILE	17.59	17.50	16.45
SHEET METAL WORKERS	61.24	49.56	46.52
SOFT FLOOR LAYERS	44.17	44.17	42.31
SPRINKLER FITTERS	50.45	50.45	50.45
TERRAZZO/MARBLE/TILE FNRS	49.70	49.70	45.45
TERRAZZO/MARBLE/TILE STRS	57.18	57.18	52.63
TRUCK DRIVERS	22.79	23.89	20.03

CERTIFIED: 9/26/11

BY: 

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: Colonial School District Data Center Generator Replacement, New Castle County

EP-101 FLOOR AND SITE PLANS – ELECTRICAL

PART 1 – GENERAL

- 1.1 RELATED DOCUMENTS: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- 1.2 The Work shall be conducted in accordance with the Construction Documents.
- 1.3 The following represents key dates and deadlines for start or completion of significant portions of the work by the Contactor:

Task	Date Required	Activity
1	January 19, 2012 (Thursday)	Bid opening (subject to postponement)
2	January 23, 2012 (Monday)	Notice of award (subject to postponement)
3	January 24, 2012 (Tuesday)	Submit Owner Contractor Agreement AIA-A101 for signature.
4	January 25, 2012 (Wednesday)	Contractor, subcontractors, and vendors to begin preparation of all material submittals and documents.
5	January 31, 2012 (Tuesday)	Owner Contractor Agreement AIA-A101 to be signed by all parties.
6	February 6, 2012 (Monday)	General Contractor (GC) to mobilize on site. Construction to begin in approved selected non-occupied areas of building.
7	April 19, 2012 (Thursday)	Substantial completion all work.
8	April 27, 2012 (Friday)	100% completion. Except as noted , all work which may hamper school operations, must be complete or subsequently be performed during non-school hours or off hours. No work will be permitted during school hours.

END OF PROJECT SCHEDULE AND SEQUENCE

PART I – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Work under other contracts.
 - 4. Products ordered in advance.
 - 5. Use of premises.
 - 6. Owner's occupancy requirements.
 - 7. Work restrictions.
 - 8. Specification formats and conventions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: **Bid # 4-12-14 Data Center Replacement.**
Project Location: **Data Center**, 168 S duPont Highway, New Castle, DE 19720
- B. Owner: **Colonial School District**, 318 East Basin Road, New Castle, Delaware 19720
- C. Engineer: Furlow Associates, Inc, 1206 Society Drive, Claymont, Delaware 19703
- D. The Work consists of selective demolition and construction for the completion of the Project as shown and as specified including all cutting, patching and refinishing required to restore the premises to the condition prevailing before construction operations began. The Work consists of, but is not limited to:

The general scope is to replace the existing 45Kw natural gas generator with a new 250 Kw natural gas generator which will power the entire facility. The new generator will be located in the same position as the existing. There will be two transfer switches provided to complete the installation. The first will meet NFPA 101, Life Safety requirements, and the second will provide power to run the rest of the facility.

- E. Carefully examine the bidding documents, visit the site of the Work, become fully informed as to all existing conditions and limitations, including the structure of the ground, sub-surface conditions, the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the Work to be performed, and include in the Contract a sum to cover the cost of all such items.
 - 1. No extras shall be honored for items which are not accounted for due to lack of field visit.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract with prequalified Mechanical Contractor.
 - 1. Form of Contract will be AIA Document A101 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM.

1.5 WORK SEQUENCE

- A. The Work shall be conducted in accordance with the construction documents:
 - 1. Timely execution of the project is a critical element of the work.
 - 2. Refer to "PROJECT SCHEDULE AND SEQUENCE", Section 005010 for key dates and deadlines for start or completion of significant portions of the work including key delivery dates for critical equipment.

1.6 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

1.7 USE OF PREMISES

- A. General: Owner shall occupy the building during Construction. Contractor shall have access to selected areas of the building for construction operations. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
 - 1. Provide not less than 72 hours notice to Owner of activities that will affect Owner's operations.
- B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to area for installation of the Generator and associated utilities as indicated on the drawings.
 - 2. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public during Construction.
 - 3. Driveways and Entrances: Owner and Contractor shall share access and control of loading and receiving areas between date of mobilization and approximately December 15, 2011. Contractor shall maintain entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - c. Owner deliveries shall take priority. Upon 72 hours notice from the Contractor, Owner will relocate and/or reschedule deliveries as required to accommodate the Work.

- C. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.8 WORK RESTRICTIONS

- A. On-Site Work Hours: Contractor shall provide manpower and staffing as required to maintain the Project Schedule. The contractor will be given limited access to Owner approved, selected areas and times for construction activity prior to February 6, 2012. Schedule work not less than five days per week beginning on February 6, 2012 and thereafter until Substantial Completion.” The Contractor shall have access to the building between the hours of 7 a.m. and 3:00 p.m. Monday through Friday.
 - 1. Weekend/Holiday Hours: Contractor shall provide 72 hours notice to request access to the building on Saturday, Sunday, and/or District school holidays
 - 2. Hours for Utility Shutdowns: After normal close of building or weekends. Contractor must provide 72 hours advance notice for shutdowns.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect and Owner not less than three days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.
- C. Nonsmoking Building: Smoking is not permitted within the building or on the premises at any time.

1.9 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.10 MISCELLANEOUS PROVISIONS

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 011000

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Requests for substitution must be made ten days prior to bid. This specification section applies to extra-ordinary conditions that could not be requested during the bidding period.
- B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract, but no later than 60 days after commencement of the Work.
- B. Related Sections: The following Divisions contain requirements that relate to this Section:
 - 1. Division 01 specifies the applicability of industry standards to products specified.
 - 2. Division 01 specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.
 - 3. Division 01 specifies requirements governing the Contractor's selection of products and product options.

1.3 DEFINITIONS

- A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
 - 1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 - 2. Revisions to the Contract Documents requested by the Owner or Architect.
 - 3. Specified options of products and construction methods included in the Contract Documents.
 - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

- A. Substitution Request Submittal: Substitution requests will only be considered during the bidding period. Substitutions will not be considered after the bids are accepted.
 - 1. Submit three copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change order proposals and utilizing the CSI Substitution Request Form 13.1A (sample attached to Project Manual). The contractor is solely responsible for obtaining the required forms to submit before the stated time period expires.

2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.
 - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
 - c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
 - d. Samples, where applicable or requested.
 - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
 - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
4. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Architect will notify the Contractor of acceptance or rejection of the substitution within two weeks of receipt of the request, or one week of receipt of additional information or documentation, whichever is later.
 - a. Use the product specified if the Architect cannot make a decision on the use of a proposed substitute within the time allocated.

PART 2 – PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions: The Architect will receive and consider the Contractor's request for substitution when the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests without action except to record noncompliance with these requirements.
 1. Revisions to the Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of the Contract Documents.
 3. The request is timely, fully documented, and properly submitted.
 4. The specified product or method of construction cannot be provided within the Contract Time. The Architect will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 5. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the

- Architect for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
 8. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
- B. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 012500

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.

1.3 MINOR CHANGES IN THE WORK

- A. The Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions".

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by the Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change. Refer to procedures outlined in the *Supplementary Conditions* of the Contract.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect. Refer to Procedures outlined in the *Supplementary Conditions* of the Contract.

CONTRACT MODIFICATIONS PROCEDURES

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.5 ALLOWANCES

- A. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 14 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.
 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Work Change Directive: The Architect may issue a Work Change Directive on AIA Document G714. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 012600

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. This Section specifies administrative and procedural requirements governing each prime contractor's Applications for Payment.
 - 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.
- C. Related Sections: The following Sections contain requirements that relate to this Section.
 - 1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 01 Section A Construction Progress Documentation.
 - 2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule.
 - b. Application for Payment forms, including Continuation Sheets.
 - c. List of subcontractors.
 - d. Schedule of allowances.
 - e. Schedule of alternates.
 - f. List of products.
 - g. List of principal suppliers and fabricators.
 - h. Schedule of submittals.

2. Submit the Schedule of Values to the Architect at the earliest possible date but no later than 14 days before the date scheduled for submittal of the initial Applications for Payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of the Architect.
 - c. Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of material cost.
 - h. Dollar value of labor cost.
 - i. Dollar value total material and labor cost.

(1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
4. Include a like item for "Closeout Documents". This amount shall equal three percent (3%) of the total contract amount.
5. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.
7. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.

- a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner. Each Application for Payment shall be accompanied with copies of the Weekly Certified Payroll Reports as submitted to the Department of Labor for review by the Architect and Owner. This is in addition to the submission of the weekly Certified Payroll Reports to the State of Delaware.
1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment. Electronic versions shall only be acceptable if they are identical in format to the G702 and G703 forms.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Architect will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit 5 signed and notarized original copies of each Application for Payment to the Architect by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
- F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.
1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.

3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.
 - a. Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. Contractor's Construction Schedule (preliminary if not final).
 5. Schedule of principal products.
 6. Schedule of unit prices.
 7. Submittal Schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations and licenses from governing authorities for performance of the Work.
 12. Initial progress report.
 13. Report of preconstruction meeting.
 14. Certificates of insurance and insurance policies.
 15. Performance and payment bonds.
 16. Data needed to acquire the Owner's insurance.
 17. Initial settlement survey and damage report, if required.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 2. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals.
 - b. Warranties (guarantees) and maintenance agreements.
 - c. Test/adjust/balance records.
 - d. Maintenance instructions.
 - e. Meter readings.
 - f. Startup performance reports.
 - g. Changeover information related to Owner's occupancy, use, operation, and maintenance.
 - h. Final cleaning.
 - i. Application for reduction of retainage and consent of surety.
 - j. Advice on shifting insurance coverages.
 - k. Final progress photographs.

1. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Completion of Project closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.
 3. Ensure that unsettled claims will be settled.
 4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
 5. Transmittal of required Project construction records to the Owner.
 6. Certified property survey.
 7. Proof that taxes, fees, and similar obligations were paid.
 8. Removal of temporary facilities and services.
 9. Removal of surplus materials, rubbish, and similar elements.
 10. Change of door locks to Owner's access.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 012900

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on the Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Coordination Drawings.
 - 3. Administrative and supervisory personnel.
 - 4. Project meetings.
- B. Related Sections
 - 1. Division 01 Section “Closeout Procedures” for coordinating Contract closeout.
- C. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for the Owner and separate contractors if coordination of their Work is required.

PROJECT MANAGEMENT AND COORDINATION

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of the Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1.5 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect[
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within [10] ten days of receipt of the RFI response.

- C. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly.

1.6 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
 - 1. Indicate relationship of components shown on separate Shop Drawings.
 - 2. Indicate required installation sequences.
 - 3. Refer to Division 15 Section "Basic Mechanical Materials and Methods" and Division 16 Section "Basic Electrical Materials and Methods" for specific Coordination Drawing requirements for mechanical and electrical installations.
- B. Staff Names: Within 15 days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at the Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to the Project.
 - 1. Post copies of list in the Project meeting room, in temporary field office, and by each temporary telephone.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at the Project site, unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify the Owner and the Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including the Owner and the Architect, within 3 days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to the Owner and the Architect, but no later than 15 days after execution of the Agreement. Hold the conference at the Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
 - 1. Attendees: Authorized representatives of the Owner, the Architect, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:

PROJECT MANAGEMENT AND COORDINATION

- a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing.
 - d. Designation of responsible personnel.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for processing Applications for Payment.
 - g. Distribution of the Contract Documents.
 - h. Submittal procedures.
 - i. Preparation of Record Documents.
 - j. Use of the premises.
 - k. Responsibility for temporary facilities and controls.
 - l. Parking availability.
 - m. Office, work, and storage areas.
 - n. Equipment deliveries and priorities.
 - o. First aid.
 - p. Security.
 - q. Progress cleaning.
 - r. Working hours.
- C. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of the Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to the Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Review present and future needs of each entity present, including the following:
 - (1) Interface requirements.
 - (2) Sequence of operations.
 - (3) Status of submittals.
 - (4) Deliveries.
 - (5) Off-site fabrication.
 - (6) Access.
 - (7) Site utilization.
 - (8) Temporary facilities and controls.
 - (9) Work hours.
 - (10) Hazards and risks.
 - (11) Progress cleaning.
 - (12) Quality and work standards.
 - (13) Change Orders.
 - (14) Documentation of information for payment requests.

2. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
 - a. Schedule Updating: Revise the Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 013100

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for schedules and reports required for proper performance of the Work, including:
 - 1. State of Delaware Payroll Reports.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section "Payment Procedures" specifies requirements for submittal of the Schedule of Values.
 - 2. Division 01 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of schedules and reports with performance of other construction activities.

1.4 PAYROLL REPORTS

- A. State of Delaware Payroll Reports: As required by the State of Delaware, Section 6912, Title 29, of the Delaware Code, payroll wages shall be reported weekly to the Delaware Department of Labor, Division of Industrial Affairs, 4425 North Market Street, Wilmington, DE 19802, phone 302/761-8200. Forms shall be available at the above address. A sample copy of the form is attached under contract forms, State of Delaware Payroll Report.
- B. Payroll wages to be reported weekly, via electronic transmission to Colonial School District Construction Office.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 013120

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. April 2006

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.: 1215-0149 Expires: 04/30/2009
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
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(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Field condition reports.
 - 7. Preconstruction Photographs
 - 8. Construction photographs.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 4. Division 01 Section "Closeout Procedures" for submitting construction photographs as Project Record Documents at Project closeout.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Major Area: A story of construction, a separate building, or a similar significant construction element.
- G. Milestone: A key or critical point in time for reference or measurement.
- H. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- I. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.
- 1.4 SUBMITTALS
- A. Qualification Data: For firms and persons specified in “Quality Assurance” Article and in-house scheduling personnel to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
 2. Specification Section number and title.
 3. Submittal category (action or informational).
 4. Name of subcontractor.
 5. Description of the Work covered.
- C. Contractor’s Construction Schedule: Submit three printed copies of initial schedule, one a reproducible print and one a blue- or black-line print, large enough to show entire schedule for entire construction period.
- D. CPM Reports: Concurrent with CPM schedule, submit three printed copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float.
1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 3. Total Float Report: List of all activities sorted in ascending order of total float.

E. Photographic Documentation:

1. Preconstruction Photographs: Before commencement of demolition, take color, digital photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
2. Periodic Construction Photographs: Take 12, color, digital photographs monthly with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
 - a. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.
 - b. Format: 4-by-6-inch (101-by-152-mm) smooth-surface matte prints on single-weight commercial-grade stock.
 - c. Identification: On back of each print, provide an applied label or rubber-stamped impression with the following information:
 - (1) Name of Project.
 - (2) Name and address of photographer.
 - (3) Name of Architect.
 - (4) Name of Contractor.
 - (5) Date photograph was taken.
 - (6) Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - d. Digital Images: Submit a complete set of digital image electronic files with each submittal of prints on CD-ROM. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, uncropped.
 - e. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

F. Daily Construction Reports: Submit two copies at weekly intervals.

G. Material Location Reports: Submit two copy at weekly intervals.

H. Field Condition Reports: Submit two copy at weekly intervals.

1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting.

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.

2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 – PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. CPM Schedule: Prepare Contractor's Construction Schedule using a CPM network analysis diagram.
 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 15 days after date established for the Notice to Proceed..
 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 3. Use "one workday" as the unit of time.
- B. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing
 2. Processing: Process data to produce output data or a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

- a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- C. Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting. Include the following:
1. Identification of activities that have changed.
 2. Changes in early and late start dates.
 3. Changes in early and late finish dates.
 4. Changes in activity durations in workdays.
 5. Changes in the critical path.
 6. Changes in total float or slack time.
 7. Changes in the Contract Time
- a. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting

2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. High and low temperatures and general weather conditions.
 5. Accidents.
 6. Meetings and significant decisions.
 7. Unusual events (refer to special reports).
 8. Stoppages, delays, shortages, and losses.
 9. Meter readings and similar recordings.
 10. Emergency procedures.
 11. Orders and requests of authorities having jurisdiction.
 12. Change Orders received and implemented.
 13. Construction Change Directives received.
 14. Services connected and disconnected.
 15. Equipment or system tests and startups.
 16. Partial Completions and occupancies.
 17. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 – EXECUTION (not used)

END OF SECTION 013200

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment.
 - 2. Division 01 Section "Project Management and Coordination" for submitting Coordination Drawings.
 - 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Division 01 Section "Quality Requirements" for submitting test and inspection reports and Delegated-Design Submittals.
 - 5. Division 01 Section "Closeout Procedures" for submitting warranties Project Record Documents and operation and maintenance manuals.
 - 6. Division 01 Section "Substitution Procedures" for submitting products substitutions during bidding and after Award of Contract.
 - 7. Division 01 Sections "CADD Release" for use of Architect's electronic CADD files in preparation of submittals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's approval. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Architect will provide electronic copies of CAD Drawings of the Contract Drawings for Contractor's use in preparing submittals.
 - 1. Upon request contractor shall sign a release form provided by the Architect and payment of the processing fee for each consultant's CADD files. Only plan drawings and backgrounds to be provided.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordi-

- nation. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
3. All submittals by suppliers and fabricators shall be reviewed by Installing Contractor for compliance and coordination with other work prior to submission to the architect. Contractor's failure to review shop drawings and product data will be cause for rejection.
- C. Submittals Schedule: Comply with requirements in Division 01 Sections "Construction Progress Documentation" and "Project Schedule and Sequences" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Concurrent Review: Where concurrent review of submittals by Architect's consultants, Owner, or other parties is required, allow 21 days for initial review of each submittal.
 3. If intermediate submittal is necessary, process it in same manner as initial submittal.
 4. Allow 15 days for processing each resubmittal.
 5. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- E. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 4 by 5 inches (100 by 125 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal tracking number based on specification section
 - i. Revise first subparagraph below to suit Project and office practice. See Evaluations.
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Other necessary identification.
- F. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.

- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
 2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, received from sources other than Contractor.
1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
 2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
 3. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Submittal tracking number based on specification section
 - g. Category and type of submittal.
 - h. Submittal purpose and description.
 - i. Submittal and transmittal distribution record.
 - j. Remarks.
 - k. Signature of transmitter.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

PART 2 – PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.

1. Number of Copies: Submit number of copies requested but not less than seven copies of each submittal, unless otherwise indicated. Architect will return two copies plus copies for maintenance binders. Mark up and retain one returned copy as a Project Record Document.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operating and maintenance manuals.
 - k. Compliance with recognized trade association standards.
 - l. Compliance with recognized testing agency standards.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 4. Submit Product Data before or concurrent with Samples.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1000 mm).

D. Coordination Drawings: Comply with requirements in Division 01 Section "Project Management and Coordination."

E. Samples: Prepare physical units of materials or products, including the following:

1. Comply with requirements in Division 01 Section "Quality Requirements" for mockups.
2. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
3. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Architect's sample where so indicated. Attach label on unexposed side that includes the following:
 - a. Generic description of Sample.
 - b. Product name or name of manufacturer.
 - c. Sample source.
 - d. Project Name.
 - e. Date.
4. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
 - a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three sets of paired units that show approximate limits of the variations.
 - b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
5. Number of Samples for Verification: Submit minimum three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 - a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.

- b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- F. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product.
 - 2. Number and name of room or space.
 - 3. Location within room or space.
 - 4. Project identification as described in submittal procedures above.
- G. Delegated-Design Submittal: Comply with requirements in Division 01 Section "Quality Requirements."
- H. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation."
- I. Application for Payment: Comply with requirements in Division 01 Section "Payment Procedures."
- J. Schedule of Values: Comply with requirements in Division 01 Section "Payment Procedures."
- K. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
 - 4. Project identification as described in submittal procedures above.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements in Division 01 Section "Quality Requirements."
- B. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

- D. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- J. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.
- K. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- L. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- M. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- N. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.

- O. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section "Closeout Procedures Operation and Maintenance Data."
- P. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- Q. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.
- R. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.
- S. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

PART 3 – EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.
- E. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

END OF SECTION 013300

Use and Indemnification Agreement - INSTRUCTIONS

USE AND INDEMNIFICATION AGREEMENT

Please be aware that Furlow Associates, Inc. charges contractor(s) for electronic files (this applies to files in AutoCAD (or similar) format).

PDF's, which are simply an electronic scan of the drawings, do not require the use of the indemnification form; however we charge \$50 per PDF to cover our expenses. Furlow Associates, Inc. must receive the contractor's check prior to sending PDF's.

For AutoCAD type files, the cost is \$100 per electronic drawing, regardless of the number of drawings they are requesting. The Use and Indemnification Agreement is to be signed by the Prime Contractor. Should a subcontractor, such as a steel fabricator, ductwork detailer, desire electronic files, they would need to pursue this request through their Prime Contractor who has the contract with the Client.

Due to the inherent value to the company of our typical details and our other standards, we limit the drawings types that we will release via this indemnification form to plan type drawings. Typical detail sheets are not to be released in the form of an electronic AutoCAD drawing file.

In addition, our internal individual Base Plans should not be released; we limit what the contractor can purchase to the actual individual contract drawings.

Our fee for the cost of electronic AutoCAD files or "pdf" is not to be waived, without the approval of the Project Manager and the Regional Manager or Operations Manager.

After the Prime Contractor has determined the number of drawings that they will need, fill out the following two pages. The second page of the form, marked Use and Indemnification Agreement – Business Office, needs to be sent to the Business Office with the Contractor check made out to Furlow Associates, Inc. We will not release electronic files until we receive this form and the check.

To: _____ From: Spencer Beckett
 Fax: _____ Pages: 1
 Phone: _____ Date: _____
 Re: **RELEASE FORM FOR ELECTRONIC FILES** Project: _____

Please Sign and Return - Data will not be released without signature on file.

Date:	Owner: Furlow Associates, Inc.	Usage Fee: \$50.00 per Electronic Drawing
Design Professional: Furlow Associates, Inc.	Project:	#
List of Drawings:	← Please Indicate list of drawings	
AutoCAD Version: 2010-2007	← Please Indicate Version of CAD	
Drawing Format: DWG (Disc) – DWG (FTP) – DWF - PDF	← Please Indicate What Format	

Definitions:

All Electronic Information provided by Furlow Associates, Inc., which includes everything transmitted on electronic storage media, from a website, or via the Internet, is known as the Data.

The recipient is the undersigned firm or individual requesting the Data.

Terms:

In accepting and utilizing the Data, the Recipient agrees with the following Terms:

1. The General Contractor/Construction Manager, and every subcontractor using the Data shall each return one signed copy of this Release Form to Furlow Associates, Inc.
2. **DISTRIBUTION AND COORDINATION:** The Recipient will not distribute the Data to any other firm or individual, except for the Recipient's consultants or subcontractors. If Furlow Associates issues an update or change in the Data during the course of the project, the General Contractor/Construction Manager is responsible for distribution and coordination.
3. **USE:** The Data will be used only for the specific project and owner listed above. None of the Data will be used for any other project or purpose, at this or any other site. Indicia/Title Block may be removed at the discretion of the design professional.
4. **OWNERSHIP:** Copyright and ownership of the Data are not transferred to the Recipient, or to any other party. Furlow Associates and/or Owner retain all rights to the Data.
5. **ACCURACY:** Design data is never perfect. The information is not guaranteed to be accurate. The method of data transfer cannot be guaranteed to be error-free, durable, or compatible with the Recipient's hardware, software or output systems. Any defects discovered by the Recipient shall be reported to Furlow Associates. **Contractors and subcontractors are not relieved of their normal responsibilities to independently check, coordinate and verify information and dimensions, and to familiarize themselves thoroughly with the project.**
6. Furlow Associates, Inc. is not to be held liable for any damages attributable to the use of the Data, or changes and additions made to the Data by you or your consultants or subcontractors.
7. This agreement shall be governed by the laws of Delaware.

GENERAL CONTRACTOR, CONSTRUCTION MANAGER OR SUBCONTRACTOR:

Company: _____ **Print Name:** _____
Address: _____
Date: _____ **Signature:** _____

Usage Fee must be received prior to releasing files

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit the Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for the Contractor to provide quality-control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by the Architect.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

QUALITY REQUIREMENTS

- F. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Test and Inspection Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Ambient conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the
 - 12. Contract Document requirements.
 - 13. Name and signature of laboratory inspector.
 - 14. Recommendations on retesting and reinspecting.
- C. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.

F. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 329, and that specializes in types of tests and inspections to be performed.

H. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.

1. Contractor responsibilities include the following:

- a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
- b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.

- c. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to the Architect, with copy to the Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as the Owner's responsibility, the Owner will engage a qualified testing agency to perform these services.
 1. The Owner will furnish the Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made by the Owner.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to the Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
 1. Where services are indicated as the Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 2. Notify testing agencies at least seven (7) days in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as the Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by the Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were the Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with the Architect and the Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 1. Notify the Architect and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through the Contractor.
 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 5. Do not perform any duties of the Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field-curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.

REFERENCES

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(888) 293-6498 (202) 512-1530
CRD	Handbook for Concrete and Cement Available from Army Corps of Engineers Waterways Experiment Station www.wes.army.mil	(601) 634-2355
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point www.dodssp.daps.mil	(215) 697-6257
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point www.dodssp.daps.mil	(215) 697-6257
	Available from General Services Administration www.fss.gsa.gov	(202) 501-1021
	Available from National Institute of Building Sciences www.nibs.org	(202) 289-7800
FTMS	Federal Test Method Standard (See FS)	

ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point www.dodssp.daps.mil	(215) 697-6257
NES	(Formerly: National Evaluation Service) (See ICC-ES)	
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(202) 862-5100
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists (The) www.aatcc.org	(919) 549-8141
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155
ACI	ACI International (American Concrete Institute) www.aci-int.org	(248) 848-3700

REFERENCES

ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHA	American Hardboard Association (Now part of CPA)	
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America www.alca.org	(800) 395-2522 (703) 736-9666
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts www.aosaseed.com	(505) 522-1437
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association	(239) 454-6989

	www.archprecast.org	
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (212) 591-7722
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industries International) www.awci.org	(703) 534-8300
AWCMA	American Window Covering Manufacturers Association (Now WCSC)	
AWI	Architectural Woodwork Institute www.awinet.org	(800) 449-8811 (703) 733-0600
AWPA	American Wood-Preservers' Association www.awpa.com	(334) 874-9800
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010

REFERENCES

BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
	Cast Stone Institute www.caststone.org	(770) 972-3011
CCC	Carpet Cushion Council www.carpetcushion.org	(203) 637-1312
CDA	Copper Development Association Inc. www.copper.org	(800) 232-3282 (212) 251-7200
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CPA	Composite Panel Association www.pbmdf.com	(301) 670-0604
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet & Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(800) 463-6727 (416) 747-4000
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087

DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee www.asce.org	(800) 548-2723 (703) 295-6300
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
FCI	Fluid Controls Institute www.fluidcontrolsinstitute.org	(216) 241-7333
FM	Factory Mutual System (Now FMG)	
FMG	FM Global (Formerly: FM - Factory Mutual System) www.fmglobal.com	(401) 275-3000
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	52 951 5146905
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydraulic Institute www.pumps.org	(888) 786-7744 (973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	

REFERENCES

HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAS	International Approval Services (Now CSA International)	
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance (The) www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(702) 567-8150
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (Now part of CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864 (847) 577-7200

MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association www.maplefloor.org	(847) 480-9138
MFMA	Metal Framing Manufacturers Association www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAIMA	North American Insulation Manufacturers Association (The) www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org	(262) 248-9094
NCTA	National Cable & Telecommunications Association	(202) 775-3550

REFERENCES

	www.ncta.com	
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(303) 697-8441
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	National Oak Flooring Manufacturers Association www.nofma.org	(901) 526-5016
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788

NTMA	National Terrazzo & Mosaic Association, Inc. www.ntma.com	(800) 323-9736 (540) 751-0930
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)	
NWWDA	National Wood Window and Door Association (Now WDMA)	
OPL	Omega Point Laboratories, Inc. www.opl.com	(800) 966-5253 (210) 635-8100
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.ce.uiuc.edu	(217) 333-3929
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
RCSC	Research Council on Structural Connections www.boltcouncil.org	(800) 644-2400 (312) 670-2400
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.calredwood.org	(888) 225-7339 (415) 382-0662
SAE	SAE International www.sae.org	(724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 462-1930
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(516) 294-5424
SEI	Structural Engineering Institute www.seinstitute.com	(800) 548-2723 (703) 295-6195

REFERENCES

SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(703) 683-2075
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)	
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPI/SPFD	Society of the Plastics Industry, Inc. (The) Spray Polyurethane Foam Division (Now SPFA)	
SPRI	SPRI (Single Ply Roofing Institute) www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333

SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(608) 833-5900
TRI	Tile Roofing Institute (Formerly: RTI - Roof Tile Institute) www.tilerroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc. www.ul.com	(800) 285-4476 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTECH	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association (Now WCSC)	
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association) www.windowcoverings.org	(800) 506-4636 (212) 661-4261
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of	(916) 372-9943

REFERENCES

	California) www.wicnet.org	
WIC	Woodwork Institute of California (Now WI)	
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 548-0112
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930
C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.		
BOCA	BOCA International, Inc. (See ICC)	
CABO	Council of American Building Officials (See ICC)	
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICBO	International Conference of Building Officials (See ICC)	
ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)	
ICC	International Code Council (Formerly: CABO - Council of American Building Officials) www.iccsafe.org	(703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
NES	National Evaluation Service (See ICC-ES)	
SBCCI	Southern Building Code Congress International, Inc. (See ICC)	

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-6816
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense www.dodssp.daps.mil	(215) 697-6257
DOE	Department of Energy www.eren.doe.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(202) 366-4000
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111 (202) 501-1888
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Building Service (See GSA)	

REFERENCES

PHS	Office of Public Health and Science http://phs.os.dhhs.gov	(202) 690-7694
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board www.nas.edu/trb	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USPS	Postal Service www.usps.com	(202) 268-2000

- E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

OMB/DFM	Office of Management and Budget, Department of Facilities Management, Thomas Collins Building, 540 DuPont Highway, Suite 1, Dover, DE 19901 www.dfm.delaware.gov	(302) 739-5644
TFS	Texas Forest Service Forest Products Laboratory http://txforestsERVICE.tamu.edu	(936) 639-8180

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 014200

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Sewers and drainage.
 - 2. Water service and distribution.
 - 3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
 - 4. Heating and cooling facilities.
 - 5. Ventilation.
 - 6. Electric power service.
 - 7. Lighting.
 - 8. Telephone service.
- C. Support facilities include, but are not limited to, the following:
 - 1. Temporary roads and paving.
 - 2. Dewatering facilities and drains.
 - 3. Project identification and temporary signs.
 - 4. Waste disposal facilities.
 - 5. Field offices.
 - 6. Storage and fabrication sheds.
 - 7. Lifts and hoists.
 - 8. Temporary elevator usage.
 - 9. Temporary stairs.
 - 10. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities include, but are not limited to, the following:
 - 1. Environmental protection.
 - 2. Storm water control.
 - 3. Tree and plant protection.
 - 4. Pest control.
 - 5. Site enclosure fence.
 - 6. Security enclosure and lockup.
 - 7. Barricades, warning signs, and lights.
 - 8. Covered walkways.
 - 9. Temporary enclosures.
 - 10. Temporary partitions.
 - 11. Fire protection.

E. Related Sections include the following:

1. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.

1.3 USE CHARGES

A. Temporary water and electric will be provided by the Owner.

1.4 QUALITY ASSURANCE

A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.

1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

A. Temporary Utilities: At earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.

1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before the Owner's acceptance, regardless of previously assigned responsibilities.

B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:

1. Keep temporary services and facilities clean and neat.
2. Relocate temporary services and facilities as required by progress of the Work.
3. Locations for staging areas and parking areas for construction personnel shall be as directed by Owner.

PART 2 – PRODUCTS

2.1 MATERIALS

A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by the Architect. Provide materials suitable for use intended.

2.2 EQUIPMENT

A. General: Provide equipment suitable for use intended.

- B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- D. Heating Equipment: Unless the Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.
- E. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- F. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

PART 3 – EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
 - 1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Water Service: Use of the Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
 - 1. Provide rubber hoses as necessary to serve the Project site.
 - 2. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.

TEMPORARY FACILITIES AND CONTROLS

- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
 2. Toilets: Use of the Owner's existing toilet facilities will not be permitted, as long as facilities are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.
1. Maintain a minimum temperature of 50 deg F (10 deg C) in permanently enclosed portions of building for normal construction activities, and 65 deg F (18.3 deg C) for finishing activities and areas where finished Work has been installed.
- D. Electric Power Service: Use of the Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to the Owner.
- E. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- F. Telephone Service:
1. Provide a portable cellular telephone for superintendent's use in making and receiving telephone calls when away from field office.
 2. Install a coin-operated telephone station at a convenient grade-level location for convenience of personnel.
- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.

3.3 OPERATION, TERMINATION, AND REMOVAL

- A. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the property of the Contractor. The Owner reserves right to take possession of the Project identification signs.
2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 01 Section "References" for applicable industry standards for products specified.
 - 2. Division 01 Section "Closeout Procedures" for submitting warranties for contract closeout.
 - 3. Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.
 - 4. Division 01 Section "Substitution Procedures" for submitting product(s) substitutions.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

- E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 - 3. Initial Submittal: Within seven (7) days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 4. Completed List: Within 21 days after date of commencement of the Work, submit three (3) copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 5. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement that products comply with the Contract Documents.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage: Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.
1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 5. Protect stored products from damage.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 – PRODUCTS

2.1 PRODUCT OPTIONS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures: Procedures for product selection include the following:

1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
 - a. No substitutions will be permitted unless submitted and approved by the Architect during the bidding period.
2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
 - a. No substitutions will be permitted unless submitted and approved by the Architect during the bidding period.
3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 - a. No substitutions will be permitted unless submitted and approved by the Architect during the bidding period.
4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - a. No substitutions will be permitted unless submitted and approved by the Architect during the bidding period.
5. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
6. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the

- manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
7. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.
 - a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.
 8. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.
 9. Allowances: Refer to individual Specification Sections and "Allowance" provisions in Division 01 for allowances that control product selection and for procedures required for processing such selections.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within the bidding period. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution as indicated in other sections of this specification.

PART 3 – EXECUTION (Not Used)

END OF SECTION 016000

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Coordination of Owner-installed products.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.

1.3 SUBMITTALS

- A. Qualification Data: For land surveyor.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.

- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
 - 3. Employ professional land surveyor or utility mapping service to locate existing utilities including primary electrical service.

- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Maintain minimum headroom clearance of 8 feet (2.4 m) in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

EXECUTION

- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Division 02 Section "Selective Structure Demolition" for demolition of selected portions of the building.
 - 2. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - 3. Division 07 Section "Penetration Firestopping" for patching fire-rated construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
 - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
 - 7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - 1. Primary operational systems and equipment.
 - 2. Air or smoke barriers.
 - 3. Fire-suppression systems.
 - 4. Mechanical systems piping and ducts.
 - 5. Control systems.
 - 6. Communication systems.
 - 7. Electrical wiring systems.
 - 8. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
 - 1. Water, moisture, or vapor barriers.
 - 2. Membranes and flashings.
 - 3. Exterior curtain-wall construction.
 - 4. Equipment supports.
 - 5. Piping, ductwork, vessels, and equipment.
 - 6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.

- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

- 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.

- B. Related Sections: The following Sections contain requirements that relate to this Section:

- 1. Division 01 Section "Submittal Procedures" specifies procedures for submitting warranties.

- 2. Division 01 Section "Closeout Procedures" specifies contract closeout procedures.

- 3. Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

- 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

WARRANTIES

- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.
- B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
- C. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
 - 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.

3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

1.6 ROOF SYSTEM WARRANTY

- A. Modified Bitumen Roof System: After review and acceptance of the Notice of Award and the submission of all required documents to the manufacturer for the roof system application by a registered applicator, a satisfactorily complete Final Inspection performed by the Owner or Owner's representative, inspection and acceptance of the roof by the manufacturer, and payment of all invoices and the discharge of all other financial obligations occasioned by or arising out of the course of this work according to the Contract, submit to the Owner the roof system manufacturer's non-deductible Twenty (20) Year Total Roof System Warranty with a no-dollar limit (NDL) for the installation covering Materials inclusive of the roofing membrane, base flashing, base sheets, insulation and insulation fasteners and Workmanship described in the following specifications.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 LIST OF WARRANTIES

- A. Schedule: Provide warranties on products and installations as specified in the following Sections:
 1. Workmanship Guarantee: Section 017400 – Warranties.
 2. Modified Bitumen Membrane (MBM) Roofing: Manufacturer's re-certification of original warrantee.
 3. All mechanical and electrical equipment divisions 22, 23, 26 and 27.

END OF SECTION 017400

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project Record Documents.
 - 3. Project Record Photographs
 - 4. Operation and maintenance manuals.
 - 5. Warranties.
 - 6. Instruction of the Owner's personnel.
 - 7. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise the Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by the Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
 - 8. Complete startup testing of systems.
 - 9. Submit test/adjust/balance records.
 - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 11. Advise the Owner of changeover in heat and other utilities.
 - 12. Submit changeover information related to the Owner's occupancy, use, operation, and maintenance.
 - 13. Complete final cleaning requirements, including touchup painting.
 - 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, the Architect will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Architect will prepare the Certificate of Substantial Completion after inspection or will notify the Contractor of items, either on the Contractor's list or additional items identified by the Architect that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 - 1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 - 2. Submit certified copy of the Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Instruct the Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, the Architect will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Architect will prepare a final Certificate for Payment after inspection or will notify the Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by the Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.6 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for the Architect's reference during normal working hours.
- B. Record Drawings:
1. Maintain and submit two sets of blue- or black-line white prints of Contract Drawings and Shop Drawings and submit digital scanned copies of all the Record Drawings; format to be .JPG or .TIF.
 2. The Contractor shall be responsible for updating the bid documents (CADD drawings and specifications) with the as-built changes. All changes shall be clouded and tagged as "as-built" revisions. The drawings shall also have a new "as-built" date.
 3. Deliverables: One review set of bond prints, two final sets, (one in bond and one in set on CD-ROM in portable document format - pdf).
 4. Drawings that replace the original bid drawings shall be cross referenced to the original bid drawing files.
 5. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 6. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 7. Mark important additional information that was either shown schematically or omitted from original Drawings.
 8. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 9. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Note related Change Orders, Record Drawings, and Product Data, where applicable.

D. Record Photographs

1. Digital Images: Submit a complete set of digital image electronic files as a Project Record Document on CD-ROM. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, uncropped.
2. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.
3. Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - a. Date and Time: Include date and time in filename for each image.
 - b. Field Office Images: Maintain one set of images on CD-ROM in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Architect

E. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Drawings, and Record Specifications, where applicable.

F. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.7 OPERATION AND MAINTENANCE MANUALS

A. Assemble three complete sets of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:

1. Operation Data:
 - a. Emergency instructions and procedures.
 - b. System, subsystem, and equipment descriptions, including operating standards.
 - c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
 - d. Description of controls and sequence of operations.
 - e. Piping diagrams.
2. Maintenance Data:
 - a. Manufacturer's information, including list of spare parts.
 - b. Name, address, and telephone number of Installer or supplier.
 - c. Maintenance procedures.
 - d. Maintenance and service schedules for preventive and routine maintenance.
 - e. Maintenance record forms.
 - f. Sources of spare parts and maintenance materials.

- g. Copies of maintenance service agreements.
 - h. Copies of warranties and bonds.
- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

1.8 WARRANTIES

- A. **Submittal Time:** Submit written warranties on request of the Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. **Partial Occupancy:** Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by the Owner during construction period by separate agreement with the Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of the Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. **Cleaning Agents:** Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 – EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. **Instruction:** Instruct the Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
1. Provide instructors experienced in operation and maintenance procedures.

2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 3. Schedule training with the Owner, through the Architect with at least seven days' advance notice.
 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:
1. System design and operational philosophy.
 2. Review of documentation.
 3. Operations.
 4. Adjustments.
 5. Troubleshooting.
 6. Maintenance.
 7. Repair.
- 3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

- k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - (1) Do not paint over “UL” and similar labels, including mechanical and electrical nameplates.
 - m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to unusual operating conditions.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - s. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner’s property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the work specified in this Section.

1.2 DESCRIPTION OF WORK

- A. Refer to Section 220005 for a general description of the scope of work in this contract.
- B. This Section includes:
 - 1. Natural gas piping system as indicated on drawings and schedules, and by requirements of this section.
 - 2. Applications for natural gas piping systems include the following:
 - a. Low pressure (WC) from the meter location to all other equipment and outlets, requiring gas service.

1.3 SUBMITTALS

- A. Submit shop drawings and product data.
- B. Submit the following:
 - 1. Product data on gas valves.
 - 2. Pressure Regulators.

1.6 WARRANTY/GUARANTEE

- A. All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.

PART 2 PRODUCTS

2.1 NATURAL GAS PIPING MATERIALS AND PRODUCTS

- A. Provide piping materials and factory-fabricated piping products of sizes, types, pressure ratings, and capacities as indicated. Where not indicated, provide proper selection as determined by Installer to comply with installation requirements. Provide materials and products complying with ANSI B31.2 where applicable; base pressure rating on natural gas piping system maximum design pressures. Provide sizes and types matching piping and equipment connections; provide fittings of materials which match piping materials used in natural gas piping systems. Where more than 1 type of material or product is indicated, selection is Installer's option.

2.2 BASIC IDENTIFICATION

- A. Provide identification complying with the following listing:

Building Distribution Piping: Plastic pipe markers.

Gas Service: Underground type plastic line markers.

Gas Valves: Plastic valve tags.

2.3 BASIC PIPE, TUBE AND FITTINGS

- A. Provide pipe, tube and fittings complying with The International Fuel Gas Codes and in accordance with the following listing:

1. Interior Piping: Schedule 40 black steel ASTM A-53, A-106

Fittings: Malleable galvanized iron, threaded (WILM)

2. Exterior Exposed or Roof Top Piping: Schedule 40 black galvanized steel.

Fittings: malleable galvanized iron, threaded (WILM).

2.4 BASIC PIPING SPECIALTIES

- A. Provide piping specialties complying with applicable Division 15 Sections and in accordance with the following listing:

Pipe escutcheons

Pipe sleeves

Sleeve seals

2.5 SPECIAL VALVES

- A. Valves required for gas piping systems on this project shall be the following types:

Gas Valves: (Up to 3")

1. Apollo 80-100 Series bronze gas ball valve. Threaded, 600 PSIG WOG, cold non-shock. 250 PSIG LP-Gas. 150 PSIG saturated steam. Vacuum service to 29 inches Hg. Federal Specification: WW-V-35C, Type: II, Composition: BZ, Style: 3.

2. Features:

- UL Listed for LP-Gas and natural gas.
- Large ports to reduce pressure drop
- Reinforced TFE seats and seals
- Blow-out-proof stem design
- Optional tee handle available
- Quarter turn on-off
- Adjustable packing gland
- One piece bronze body

- Chromium plated ball
3. UL Listings:
 - Guide YRPV: Gas shut-off valve for use with natural and manufactured gases.
 4. This valve shall be used for all pipe sizes up to 3” in the system.

Gas Valves (4” and Larger)

1. Apollo 88A-100 Series carbon steel, ANSI Class 150 flanged standard port ball valves.

Standards of Compliance:

IFGC: Section 409 (Valves)

ASME B16.5 – Pipe Fittings and Flanges

ASME B16.33 – Manual Operated Metal Gas Valves up to 125 psig

ASME B16.38 – Large Metal Valve Gas Distribution

ASME B31.8 – Gas Transmission and Distribution Piping Systems

UL 125

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

Apollo/Conbraco

Stockham

Milwaukee

NIBCO, Inc.

Watts

2.6 GAS PRESSURE REGULATORS

- A. ANSI Z21.18, single-stage, steel-jacketed, corrosion-resistant pressure regulators. Include atmospheric vent, elevation compensator, with threaded ends conforming to ASME B1.20.1 for 2 inch NPS and smaller and flanged ends for 2-1/2” NPS and larger. Regulator pressure ratings, inlet and outlet pressures, and flow volume in cubic feet per hour of natural gas at specific gravity are as indicated.
 1. Service Pressure Regulators: Inlet pressure rating not less than natural gas distribution system service pressure.
 2. Line Gas Pressure Regulators: Inlet pressure rating not less than system pressure.
 3. Appliance Gas Pressure Regulators: Inlet pressure rating not less than system pressure.
 4. Gas Pressure Regulator Vents: Factory or field installed corrosion-resistant screen in opening when not connected to vent piping.
 5. Regulators shall be as manufactured by Fisher (no equal substitute permitted).
 6. Test connections shall be installed before and after regulator per the IFGC latest accepted edition. See section 3.6.C.

7. Contractor shall submit cut sheets on the regulator indicating the CFH and pressure range. Provide flow curve or manufacturer's flow chart showing that the valve selected has potential for additional capacity between 15 to 20% greater than the system demand load.

PART 3 EXECUTION

3.1 INSTALLATION OF BASIC IDENTIFICATION

- A. Install mechanical identification in accordance with applicable Division 22 Sections.

3.2 INSTALLATION OF NATURAL GAS PIPING (INTERIOR)

- A. Install natural gas distribution piping in accordance with Section 220010 Basic Materials and Methods - Plumbing and in accordance with applicable codes IFGC latest edition, and local Utility Company requirements.
- B. Use sealants on metal gas piping threads which are chemically resistant to natural gas. Use sealants sparingly, and apply to only male threads of metal joints.
- C. Remove cutting and threading burrs before assembling piping.
- D. Do not install defective piping or fittings. Do not use pipe with threads which are chipped, stripped or damaged.
- E. Plug each gas outlet, including valves, with threaded plug or cap immediately after installation and retain until continuing piping or equipment connections are completed.
- F. Use dielectric unions where dissimilar metals are joined together.
- G. Install piping with 1" drop in 60' pipe run (0.14%) in direction of flow.
- H. Install piping parallel to other piping, but maintain minimum of 12" clearance between gas piping and steam or hot water piping above 200 degrees F (93 degrees C).
- I. For piping buried in building substrate, or below floor slabs, install in welded conduit, ventilated to outdoors on both ends, and tested to same requirements as gas piping.
- J. Gas valves shall not be installed above ceilings without access and signage.
- K. Supports:
 1. All pipe, fittings, valves, installation and testing shall be in accordance with the IFGC, Chapter 4.
 2. Gas piping shall be supported in accordance with the International Fuel Gas Code's latest accepted 2003 Edition, Section 407, as follows:
 3. Support intervals shall be in accordance with the IFGC listed above and in Section 415, Table 415.1 as follows:
 - a. Steel pipe ½" nominal size – not to exceed 6 ft.

- b. Steel pipe ¾” to 1” nominal size – not to exceed 8 ft.
- c. Steel pipe 1-1/4” and larger nominal size horizontal – not to exceed 10 ft.
- d. Steel pipe 1-1/4” and larger nominal size, vertical not to exceed every floor.

3.3 INSTALLATION OF VALVES

- A. Gas valves: Provide at connection to gas train for each gas-fired equipment item; and on risers and branches where indicated.
- B. Locate gas valves where easily accessible, and where protected from possible damage.

3.4 EQUIPMENT CONNECTIONS

- A. Connect gas piping to each gas-fired equipment item, with drip leg, union and shutoff gas valve. Comply with equipment manufacturer's instructions. Drip legs shall not be installed on any exterior gas piping.
- B. Equipment furnished by the Owner, or Contractors other than this Contractor: After equipment has been set in place, this Contractor shall furnish all labor and material required to make final connections between roughing-in and the equipment. Install valves, fittings, trim and appurtenances furnished with the equipment. Piping shall be of the same material as the system to which it connects.

3.5 INSTALLATION OF GAS PRESSURE REGULATORS

- A. This Contractor shall furnish and install gas pressure regulating valves for all shown on the drawings. Installation shall be in strict accordance with the requirements of the Utility Company and the Canadian Gas Association.
- B. All regulators installed shall be tagged with data noting the inlet and outlet pressure for each individual regulator installed.
- C. Medium or High Pressure (MP) (HP) Regulators shall comply with the following:
 - 1. The MP regulator shall be approved and shall be suitable for the inlet and outlet gas pressures for the application.
 - 2. The MP regulator shall maintain a reduced outlet pressure under lockup (no flow) conditions.
 - 3. The capacity of the MP regulator, determined by published ratings of its manufacturer, shall be adequate to supply the appliances served.
 - 4. The MP pressure regulator shall be provided with access. Where located indoors, the regulator shall be vented to the outdoors or shall be equipped with a leak-limiting device, in either case complying with Section 410 of the IFGC.
 - 5. A test tee fitting with one opening capped or plugged shall be installed between the MP regulator and its upstream shutoff valve. Such tee fitting shall be positioned to allow connection of a pressure-measuring instrument and to serve as a sediment trap.

6. A test tee fitting with one opening capped or plugged shall be installed not less than 10 pipe diameters downstream of the MP regulator outlet. Such tee fitting shall be positioned to allow connection of a pressure-measuring instrument.

3.6 EXTERIOR GAS PIPING

- A. All rooftop or exterior gas piping shall be weatherproof at all exposed threads with an approved cold galvanizing spray with a minimum of 97% zinc.
- B. Uncoated, threaded or socket welded joints shall not be used in piping in contact with soil or where internal or external service corrosion is known to occur.

END OF SECTION 220130

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the work of this Section.
- B. The specification or drawing and the design features or resulting construction disclosed, are the property of Furlow Associates, Inc., and shall not be reproduced without written permission.

1.2 DESCRIPTION OF WORK

- A. Provide all materials, equipment, labor, services and all appurtenances required to completely install and satisfactorily operate the various systems. The items listed below are for general guidance only and do not necessarily include the entire requirements for the project.
 - 1. Coordination with other trades
 - 2. Electrical service
 - 3. Interior feeders
 - 4. Power wiring
 - 5. Wiring devices
 - 6. Connections for electrically operated equipment
 - 7. Fire alarm and detection system
 - 8. Related work as herein described or otherwise defined under the heading "Related Work".
- B. Wherever the term "provide" is used, it shall be understood to mean both "furnish" and "install".

1.3 RELATED WORK

- A. Equipment specified in sections of Divisions 1 thru 22 that require electric power supply.
- B. Work related to this trade as defined on the following contract drawings:

Architectural/Structural
Plumbing

1.4 SITE CONDITIONS

- A. Attention of all bidders is called to the necessity for a careful inspection of the site, its present condition and encumbrances, the extent of the work, the protection to be afforded to adjacent properties or structure, availability of utilities, the extent and nature of the material required to be excavated and the amount of fill and removal. He shall also determine local or site limitations which will affect construction.

1.5 PERMITS, INSPECTIONS AND ORDINANCES

- A. All work shall be executed and inspected in accordance with local and state ordinances, rules and regulations and the requirements of public utilities having jurisdiction. The contractor shall secure and pay for all permits, inspections and connections required.

GENERAL PROVISIONS – ELECTRICAL

- B. The Electrical Contractor shall furnish a certificate of inspection to the Owner at the time of completion.
- C. Requirements of the following organization shall be considered minimum:
 - 1. National Electrical Code
 - 2. National Electrical Safety Code
 - 3. OSHA
 - 4. Local City and County Codes
- D. Reference to technical societies, trade organizations and governmental agencies are in accordance with the following:
 - 1. ANSI - American National Standards Institute
 - 2. ASTM - American Society for Testing Materials
 - 3. IEEE - Institute of Electrical and Electronics Engineers, Inc.
 - 4. NEC - National Electrical Code
 - 5. NEMA - National Electrical Manufacturer's Association
 - 6. NFPA - National Fire Protection Association
 - 7. MSS - Manufacturer's Standardization Society
 - 8. IES - Illuminating Engineers Society
 - 9. ETL - Engineering Testing Laboratories
 - 10. EIA - Electronic Industries Association
 - 11. OSHA - Occupational Safety and Health Administration
 - 12. Federal Specifications
 - 13. UL - Underwriters Laboratories, Inc.

1.6 QUALITY ASSURANCE

- A. Provide adequate supervision of labor force to assure that all aspects of the contract documents are fulfilled.
- B. Contractor to provide manufacturer's written certification that the following equipment has been installed and will operate correctly and in accordance with the manufacturers warranty requirements.

Stand by Generator System
- C. Testing:
 - 1. After completion of the work, the entire wiring system shall test entirely free from grounds, short circuits, opens, overloads and improper voltage.
 - 2. The grounding system shall be tested for a resistance of 25 ohms or less.
 - 3. Perform testing as follows: Arrange and pay for all tests, provide all equipment, materials and labor to perform test. Notify Engineer and Owner three (3) working days before tests are to be made. Conduct tests in the presence of the Engineer or authorized representative. Repeat tests after defects are corrected.
- D. Special Engineering Services: In the instance of complex specialized electrical power and signaling systems, and other similar systems, the installation and final connections of these systems shall be

made by and/or under the supervision of a competent installation and service engineer who shall be a representative of the respective equipment manufacturer. Any and all expenses of these installation and service engineers shall be borne by this Contractor.

1.7 COORDINATION

- A. As a requirement of this project, the Electrical Contractor shall furnish coordination for his equipment and layouts with other subcontractors furnishing equipment and services for Divisions 1 thru 22 and Division 27. Any and all contractors who install their equipment or furnish services prior to coordination, any contractor who changes their equipment or services after coordination has occurred, without notifying associated subcontractors, shall be held responsible for making all required changes with no additional cost to the Owner. Or delay in construction time. This coordination will include conduit layout to allow access to equipment for maintenance.
- B. The Mechanical, Plumbing and Electrical Contractors are responsible to coordinate all manufacturer's recommended circuit breakers, starters, disconnects and fuse sizes for all equipment. Submission of a shop drawing will certify that this has been completed.
- C. The drawings and specifications reflect the type, number and size of services required for the equipment the design is based upon. Should the supplying subcontractor elect to furnish an alternate piece of equipment requiring difference services and/or space conditions, he shall inform the subcontractor furnishing those services and be held responsible to pay for all required changes as part of this contract.

1.8 SUBMITTALS

- A. Shop Drawings:
 - 1. Shop drawings shall be submitted in accordance with Division 1 of these specifications except where herein modified.

NOTE: Submittals will only be reviewed once and resubmittals will be reviewed once. Any other submittals will be billed to the Contractor at the Engineer's standard rates.

- 2. Shop drawings comprising complete catalog cuts, performance test data for electrical equipment as required by other sections of Division 16 shall be submitted for review checking. The Contractor shall review these shop drawings for conformance to contract documents prior to submission and affix contractor's signature to each submittal certifying that this review has been done. By approving and submitting shop drawings, product data, wiring diagrams and similar materials, the Electrical Contractor represents that he and/or his subcontractor has determined and verified materials, field measurements and field construction data that relates to the work, and has checked and coordinated this information with all of the Divisions 1 thru 15 and Division 17 subcontractors.
- 3. All shop drawing submittals shall have the following identification data, as applicable, contained therein or permanently adhered thereto:
 - a. Project name
 - b. Project number

- c. Sub-Contractor's, Vendor's and/or manufacturer's name and address.
- d. Product identification.
- e. Identification of deviation from the contract documents.
- f. Applicable contract drawings and specification section number.
- g. Shop drawing title, drawing number, revision number, and date of drawing and revision.
- h. Resubmit revised or additional shop drawings as requested.
- i. Wherever shop drawings or vendor's standard data sheets indicate work to be done "by others", it shall be the responsibility of the Contractor making the submission to identify by name, the Contractor who is to do this work. If the Contractor named is other than the Contractor making the submission, the shop drawing submission must be reviewed by the named Contractor and bear his mark of approval, prior to submission to the Architect/Engineer.
- j. Where equipment proposed differs from that shown on the drawings or specified, he shall submit for approval drawings showing the manner in which the layout is affected by the substitution.
- k. The Contractor shall keep one copy of approved shop drawings at the job site, filed in a suitable metal container. The shop drawings shall be cataloged and kept in good repair, and shall be available for use by the Owner, Architect and Engineer.
- l. No equipment shall be ordered, fabricated, etc., before approval of shop drawings.

1.9 SUBSTITUTIONS

- A. Whenever a material, article, piece of equipment or system is identified in the following specification or indicated on the drawings by reference to manufacturers' or vendors' names, trade names, catalog numbers or the like, it is so identified for the purpose of establishing the basis of the Bid.
- B. Substitution approval must be obtained and included as an addendum item prior to the submission of the bid. An approved substitution shall not be considered as an approval for the contractor or an equipment vendor to deviate from the written portion of the specifications unless so stated in the addendum.
- C. The drawings illustrate the space allocated for equipment and the Contractor shall install the equipment accordingly. If changes are required in the building or arrangement due to substitution of equipment, the Contractor making the substitution must pay for the necessary modifications.
- D. The listed equivalent or substituted manufacturers along with the bidding related contractor shall be completely responsible to comply with all requirements on all contract documents. This shall include, but shall not be limited to space requirements, code clearances, the type, horsepower, capacities, number and size of services required from other trades, including all required ancillary items furnished and installed by other trades. If the manufacturer or related bidding contractor does not comply with these requirements, then they shall be responsible for any and all additional costs associated with the changes required by other trades.

1.10 LUBRICATION

- A. Furnish, install and maintain all required lubrication of any equipment operated prior to acceptance by the Owner. Lubrication shall be as recommended by the equipment manufacturer.
- B. Provide one year's supply of lubricants to Owner at date of acceptance.
- C. Verify that required lubrication has taken place prior to any equipment start-up.

1.11 ADJUSTMENT & CLEANING

- A. Adjust and clean equipment to be placed in proper operation condition.

1.12 EQUIPMENT START-UP

- A. Verify proper installation by manufacturer or his representative.
- B. Advise General Contractor 2 days prior to actual start-up.
- C. Verify proper operation. Obtain signed statement by manufacturer or his representative that equipment is operating within warranty requirements. Submit statement to General Contractor.

1.13 OPERATION AND MAINTENANCE INSTRUCTIONS

- A. Properly and fully instruct Owner's personnel in the operation and maintenance of all systems and equipment.
- B. Insure that the Owner's personnel are familiar with all operations to carry on required activities.
- C. Such instruction shall be for each item of equipment and each system as a whole.
- D. Provide report that instruction has taken place. Include in the report the equipment and/or systems instructed, date, contractor, Owner's personnel, vendor, and that a complete operating and maintenance manual has been reviewed.
- E. Manual shall include all instructions on operation, maintenance, repair parts list, lubrication requirements, brochures, catalogue cuts, wiring diagrams, piping diagrams, control sequences, service requirements, names and addresses of vendors, suppliers and emergency contacts. Three manuals shall be provided.
- F. Submit manuals for review prior to operating instruction period. Manuals shall be 8-1/2 x 11" with hard cover, suitably bound.
- G. Video Documentation: Furnish three (3) copies of a professionally taped video and three (3) copies of professionally prepared drawings demonstrating the following:

- Stand by Generator System

1.14 TOOLS

- A. All equipment furnished by the Contractor which requires special tools or devices other than those normally available to the maintenance or operating staff shall be furnished in duplicate to the Owner, sufficiently marked, packed or boxed for staff usage. The tools provided shall be listed by the Contractor identified as to their use or the equipment applicable in a written transmittal to the Owner.

1.15 CLEANING AND FINISHING

- A. After equipment start-up and all operating tests have been made and the system pronounced satisfactory, each respective Contractor shall go over the entire project, clean all equipment, etc., installed by him and leave in a clean and working condition. Any surfaces found marred after this final cleaning shall be refinished or replaced by each Contractor at no cost to the Owner.

1.16 OPERATING AND MAINTENANCE MANUALS

- A. Three complete sets of instructions containing the manufacturer's operating and maintenance instructions for each piece of equipment shall be furnished to the Architect. Each set shall be furnished before the contract is completed. The following identification shall be inscribed on the covers: the words "OPERATING AND MAINTENANCE INSTRUCTIONS", the name and location of the building, the name of the Contractor and the name of the Architect and Engineer. Flysheet shall be placed before instructions covering each subject. The instruction sheets shall be approximately 8-1/2 by 11 inches, with large sheets of drawings folded in. The instructions shall include, but shall not be limited to, the following:

Approved wiring and control diagrams, with data to explain the detailed operation and control of each component.

A control sequence describing start-up, operation and shutdown.

Operating and maintenance instructions for each piece of equipment, including lubrication instructions.

Manufacturer's bulletins, cuts and descriptive data.

Parts lists and recommended spare parts.

1.17 SERVICE INTERRUPTION

- A. All service interruptions to the electric or related systems, whether during regular working hours or at any other time, must be coordinated with the Owner. All such interruptions shall be so scheduled and planned as to require a minimum of time and shall occur only during a mutually satisfactory period.

1.18 INTERPRETATION OF SYSTEMS

- A. The interpretation of the Architect will be final in the event there is a lack of understanding of the full scope or requirements of the systems under this contract.

1.19 LAYOUTS

- A. On small scale drawings, i.e., 1/8" - 1'-0", the approximate location of the electrical branch circuit items such as receptacle, telephone, grounding and equipment outlets are shown to indicate their existence. The exact location of these items and their related raceways are governed by structural conditions, coordination with the work of other trades and the Architect's final decision. By accepting a contract, the Contractor agrees to install the work in accordance with the above statement and within the contract price.

PART 2 PRODUCTS

2.1 MATERIAL

- A. All material shall be new and of good quality. Material shall conform to all accepted trade standards, codes, ordinances, regulations, or requirements governing same, and shall be approved before being installed.
- B. The Architect reserves the right to require the Contractors to submit samples of any or all articles or materials to be used on the project.
- C. Where any device or equipment is herein referred to in the singular number, such as "the panel", this reference shall be deemed to apply to as many such devices or equipment as are required to complete the installation as shown on the drawings or specified.
- D. All materials and equipment used in the work shall comply with the standards of recognized authorities such as UL, NEMA, IEEE, ETL, IES and EIA in every instance where such standards have been established for the particular type of materials to be installed.
- E. All similar pieces of equipment or materials of the same type or classification used for the same purpose shall be of the same manufacturer.
- F. All manufactured equipment shall have factory applied finishes.

2.2 CONCRETE

- A. Concrete shall be in accordance with Section 03300, or ACI-613.
- B. The 28-day minimum compressive strength shall be 3000 psi.

2.3 WARRANTY

- A. Wherever in the specification sections of this division, reference is made to a specific warranty period, this warranty shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the contract documents.

PART 3 EXECUTION

3.1 INSPECTION

- A. Prior to performing the work, examine areas and conditions; check and verify all dimensions, under which the work is to be installed and notify the Architect in writing of conditions and dimensions detrimental to the proper and timely completion of the work. Do not proceed until authorization is

given by the Architect.

3.2 LAYING OUT WORK

- A. The Contractor is responsible for the accuracy of all lines, elevations, and measurements, grading and utilities and must exercise proper precaution to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from his failure to exercise such precaution.

3.3 WORKMANSHIP

- A. Install all work neat, trim, parallel and plumb with building lines in accordance with standard trade practice acceptable to the Architect.

3.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protect all equipment and materials from damage during transportation, storage and installation.

3.5 PROTECTION

- A. Protect all work, equipment and materials during construction up to the time of acceptance by the Owner.

Arrange and design the protection to prevent damage from infiltration or dust, debris, moisture, chemicals and water. Cap or plug electrical raceways.

- B. Protect all surfaces against damage from welding, cutting, burning, or similar construction functions. This protection shall be accomplished by care in operations, covering and shielding. Special care is directed to exposed finished masonry, metal or wood surfaces and painted surfaces. Corrective measures required shall be accomplished by the trade which made the original installation when and as directed by the Architect at the expense of the Contractor.
- C. Cover and protect all lighting fixtures as may be necessary until completion of the work. Replace damaged fixtures or damaged fixture parts as directed by the Architect at no cost to the Owner.
- D. Do not install devices, polished metal fittings or parts until adjoining tile or masonry work is completed.
- E. Maintain and replace protective covering when so directed by the Architect until the work is ready for acceptance.

3.6 CUTTING & PATCHING

- A. Furnish information to the General Contractor as to sizes and locations of recesses required to install panel boxes and other equipment or devices. If the information is late or incorrect, this Contractor shall, at his own expense, have the trade which originally installed the work do the required cutting and patching.
- B. Perform all cutting of concrete or other material for passage of raceways as required to install the

work.

- C. Close all such openings around raceways with material as specified under the heading "SEALING".
- D. Install concealed work in place for the mason to wall-in as he carries up the walls; otherwise, this Contractor will be responsible as stated in the first paragraph.

3.7 SEALING

- A. Where raceways pass through fire-rated walls and floors, seal opening with RTV foam.
- B. Seal raceways entering the building to conform to the requirements of the NEC.

3.8 OFFSETS AND MODIFICATIONS

- A. Furnish and install all offsets necessary to install the work and to provide clearance for the work of other trades.
- B. Maintain adequate clearance as directed by the Architect/Engineer.
- C. Incidental modifications necessary to the installation shall be made as necessary and at the direction and/or approval of the Architect.

3.9 SLEEVES

- A. Furnish and install sleeves for all raceways passing through floors and walls. Sleeves shall be Schedule 40 galvanized steel pipe and shall extend 1" above finished floor surface. Where sleeves are set in interior walls, they shall finish flush with the wall.
- B. Furnish and install watertight sleeves for all raceways extending through foundation walls into crawl spaces, mechanical rooms or basement areas from building exterior or from unexcavated areas to building interior. Sleeve shall consist of extra heavy pipe sleeve with anchor flange. Space between raceway and the sleeve shall be sealed with modular wall and casing seal similar to Thunderline Corporation "Link-Seal", Metraseal or approved substitute. Install seal in strict accordance with the manufacturer's recommendations.

3.10 EXCAVATION

- A. The excavation shall be of the open-trench method and to the depths and widths as may be necessary. The Contractor shall do all excavation required in connection with his work. Bottoms of trenches shall be excavated to a uniform grade. All materials excavated shall be deposited on the side of the trenches and beyond the reach of slides. Excavated material shall not be piled where it will interfere with traffic.
- B. No conduits shall be bedded directly on rock. They shall be cushioned by a 6-inch layer of crushed stone or gravel of selected grade, of size to pass through a 3/4" mesh sieve. Not less than 30% shall be fine which will pass through a 3/8" mesh sieve.
- C. Where excavation is required through tree root areas, roots shall be saw cut, treated with pruning paint and covered with burlap. Burlap shall be wet and shall be protected and maintained in a moist condition during entire period of exposure. Backfill shall be carefully placed and hand-tamped to a

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minimum of 6" above roots.

- D. Bidder shall base his estimate upon the presumption that all excavation required in the performance of this Contract will be earth. If rock is encountered, Contractor will be reimbursed for the additional work required to remove same based upon the unit cost established in the proposal.
- E. All detached boulders or loose stone not exceeding 1 cubic yard, all topsoil, sand, gravel, clay, rubbish, walls or other subgrade construction, and all other materials of every name and nature which can be removed without breaking up with pneumatic breakers or explosives shall be considered earth excavation.
- F. All rocks, attached boulders, boulders exceeding 1 cubic yard, walls or other subgrade construction and materials which cannot be removed without breaking up with pneumatic equipment or explosives shall be considered rock excavation.
- G. Before commencing any rock excavation for which extra compensation is to be paid, a rock contour drawing shall be prepared by the Contractor and checked by the Architect. The width shall be based on 2'-0". This rock contour drawing and width allowance will be used to compute the quantity of rock for which the Contractor will be reimbursed at the unit price established.

3.11 SHORING AND PUMPING

- A. The Contractor shall provide all shoring, bracing or sheet piling necessary to maintain the banks of his excavation and shall take out same as the work progresses and filling in has been accomplished. Shoring shall be in accordance with OSHA Standards.
- B. The arrangement of shoring must be such as to prevent any movement of the trench banks and consequent strains on the conduits. Shoring shall be provided to prevent damage to work installed by other trades.
- C. The Contractor shall do all pumping required to keep his excavations free of water. The water shall be conveyed in piping or watertight troughs a sufficient distance that it will flow from the site and not affect other work being performed.

3.12 BACKFILLING

- A. After work in trenches has been completed, they shall be filled with good, clean, fine earth in 8" layers and shall be pneumatically tamped before the next layer of material has been filled in. The backfill shall be free of excavated rock, cinders, stones, brickbats or other debris.
- B. Wherever rock is removed, the Contractor shall secure and fill select clean earth to a minimum depth of 3'-0" above the top of the conduit. Unless otherwise indicated, no rock shall be deposited in the trench fill. This clean earth fill shall be procured other than from the site unless permission for earth borrow from the site is granted by the Architect. If site borrow is permitted, the topsoil removal, relocation and finished grading will be accomplished as directed by the Architect.
- C. Under no circumstances shall excavated material be left where it will interfere with the Owner's or other Contractor's operations.
- D. All earth and other materials taken from the trenches and not required for backfilling shall be deposited where directed, or removed from the premises as directed by the Architect.

- E. Any rock removed from the excavation shall be removed from the project site by the Contractor.
- F. Trenches which pass under wall footings or within 18" of column footings shall be backfilled with clean concrete. To secure adequate foundation support, the method and depositing of the concrete fill shall be as directed by the Architect. To prevent the concrete from adhering to the conduits, necessary conduit protection shall be applied.

3.13 FOUNDATIONS FOR EQUIPMENT/HOUSEKEEPING PADS

- A. Provide all foundations for equipment installed under this specification Division and/or as indicated on plans.
- B. Construct concrete foundations on structural floor slabs or on grade in the manner or as required by the approved shop drawing details of the manufacturer or the utility company.
- C. Provide and install concrete.
- D. Metal reinforcement shall be deformed steel bars or cold drawn steel wire, or fabricated forms of these materials as required.
- E. Furnish anchors of size and number noted, with bottom plates and sleeves.
- F. Forms shall conform to the shape, lines, grades, and dimensions of the concrete, required by the approved shop drawing details of the equipment manufacturers, or approved on the Contractor's Equipment room layouts. They shall be sufficiently tight to prevent leakage of mortar and shall be braced or tied together to maintain position and shape. Forms shall be moved in such manner as to insure the complete safety of the structure.
- G. All exposed corners or edges shall be chamfered. All burrs, fins, irregularities of forming or spillage shall be removed and the surface float or trowel finished to a smooth, straight surface.
- H. Housekeeping Pads: Provide 4" thick, and size as required by approved shop drawings, concrete pad for all equipment installed on floor. Pad shall be steel reinforced with all edges and surfaces finished as described above. When installing over existing concrete, surface of existing pad shall be prepped using a bushing tool to rough in entire surface. Whether pouring over new or existing concrete, provide U-shaped rebar anchors set in epoxy to secure pad to pad.

3.14 ITEMS RECESSED IN MASONRY CONSTRUCTION

- A. Wherever boxes, electric panels, equipment, devices, access panels, and similar items of electrical construction are installed in exposed masonry construction, the Contractor shall utilize and submit for approval items of such size, height, and arrangement to conform to the corresponding masonry unit. The Contractor shall include as part of this contract, the necessary offsets, adjustments and relocations necessary to conform with the instructions of the Architect as to the final location of the equipment item in the exposed masonry.
- B. As part of his contract and before the purchase of the items hereinbefore mentioned, the Contractor

shall notify the Architect of such modifications in the building arrangement that will be necessary to accommodate the proposed equipment.

3.15 PAINTING

- A. Refinish all factory applied finishes that have been damaged to match the original finish as directed by the Architect.
- B. Prime coat all steel furnished under this Division with material and methods as described in another Section under the heading "PAINTING".

3.16 EQUIPMENT CONNECTIONS

- A. Provide required wiring, raceways and final connections for all equipment provided by this Division and Divisions 1 thru 15.
- B. Make final connections in accordance with wiring diagrams obtained from equipment manufacturer.
- C. Rough-in in accordance with approved shop drawings from the manufacturer or supplier of the equipment. Rough-in prior to shop drawing approval will be subject to change without adjustment to contract cost.

3.17 BALANCING

- A. The system of feeder and branch circuits for power and lighting shall be connected to panel busses in such a manner as to electrically balance the connected load as close as is practicable. Should the Owner disclose any unfavorable conditions reacting on the service, this Contractor shall make such changes as may be suggested to balance the load.

3.18 GUARANTEE

- A. All work shall be guaranteed to be free from defects for a period of one year of operation from date of acceptance by the Owner unless otherwise specified in Division 1.
- B. Guarantee shall be extended on an equal time basis for all non- operational periods due to failure within the guarantee period.

END OF SECTION 260000

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. This section is a Division 26 Basic Materials and Methods Section, and is part of each Division 26 Section making reference to electrical identification specified herein.

1.2 DESCRIPTION OF WORK

- A. Types of electrical identification specified in this section include the following:

- Cable conductor identification.
- Operational instructions and warnings.
- Danger signs.
- Equipment/system identification signs.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with requirements, provide products of one of the following (for each type of marker):

- W. H. Brady Co.
- Ideal Industries, Inc.
- Seton Name Plate Co.
- 3M Electrical Products

2.2 ELECTRICAL IDENTIFICATION MATERIALS

- A. Provide manufacturer's standard products of categories and types required for each application. Where more than a single type is specified for an application, selection is Installer's option, but provide single selection for each application.

2.3 COLOR-CODED PLASTIC TAPE

- A. Provide manufacturer's standard vinyl tape not less than 7 mils thick by 3/4" wide.
- B. Colors: Unless otherwise indicated or required by governing regulations, provide tape color as indicated in Paragraph 3.2.B.
- C. Tape shall be of Type 3M Scotch 35 for color coding, Scotch Super 33+ for splices and Tem Flex 1700 for general use.

2.4 CABLE/CONDUCTOR IDENTIFICATION BANDS

- A. Provide manufacturer's standard vinyl cloth, self-adhesive cable/conductor markers of wrap-around type; either pre-numbered, plastic-coated type, or write-on type with clear plastic, self-adhesive cover flap; numbered to show circuit identification.

2.5 BAKED ENAMEL DANGER SIGNS

- A. Provide manufacturer's standard "DANGER" signs of baked enamel finish on 20-gage steel; of standard red, black and white graphics; 14" x 10" size except where 10"x 7" is the largest size which can be applied where needed, and except where larger size is needed for adequate vision; with recognized standard explanation wording (as examples: HIGH VOLTAGE, KEEP AWAY, BURIED CABLE, DO NOT TOUCH SWITCH).

2.6 ENGRAVED PLASTIC-LAMINATE SIGNS

- A. Provide engraved stock melamine plastic laminate, in sizes and thicknesses indicated, engraved with engraver's standard letter style of sizes and wording indicated, punched for mechanical fastening except where adhesive mounting is necessary because of substrate.
- B. Thickness: 1/16" for units up to 20 sq. in. or 8" length; 1/8" for larger units.
- C. Fasteners: Self-tapping stainless steel screws, except contact-type permanent adhesive where screws cannot or should not penetrate substrate.

2.7 LETTERING AND GRAPHICS

- A. Coordinate names, abbreviations and other designations used in electrical identification work, with corresponding designations shown, specified or scheduled. Provide numbers, lettering and wording as indicated or, if not otherwise indicated, as recommended by manufacturers or as required for proper identification and operation/maintenance of electrical systems and equipment.

PART 3 EXECUTION

3.1 APPLICATION AND INSTALLATION

- A. Coordination: Where identification is to be applied to surfaces which require finish, install identification after completion of painting.
- B. Regulations: Comply with governing regulations and requests of governing authorities for identification of electrical work.

3.2 CABLE/CONDUCTOR IDENTIFICATION

- A. Apply cable/conductor identification on each cable and conductor in each box/enclosure/cabinet where wires of more than one circuit or communication/signal system are present. Match identification with marking system used in panelboards, shop drawings, contract documents, and similar previously established identification for project electrical work.
- B. Conductor Color Coding:
 - 1. All conductors used in all systems shall have insulation that is inherently colored. All conductors of a system performing the same function shall be colored alike throughout the project.
 - 2. Equipment Grounding Conductors:

- a. Standard and/or general feeders or circuits shall be green.
 - b. Isolated feeders or circuits shall be green with yellow stripe.
3. On larger conductors, where colored insulation is not available, colored tape adhesive vinyl bands 3/4" width may be installed 6" maximum from the end of the conductors. Where passing through pull boxes without splice, each conductor shall be banded.
 4. Power system conductor colors shall be as follows:
 - a. 120/208 Volt System
 - Phase A - Black
 - Phase B - Red
 - Phase C - Blue
 - Neutral - White or Gray

3.3 DANGER SIGNS

- A. In addition to installation of danger signs required by governing regulations and authorities, install appropriate danger signs at locations indicated and at locations subsequently identified by Installer of electrical work as constituting similar dangers for persons in or about project.
- B. High Voltage: Install danger signs wherever it is possible, under any circumstances, for persons to come into contact with electrical power voltages higher than 110-120 volts.

3.4 EQUIPMENT/SYSTEM IDENTIFICATION

- A. Install engraved, plastic laminate sign on each major unit of electrical equipment in building, including central or master unit of each electrical system including communication/signal systems, unless unit is specified with its own self-explanatory identification or signal system. Except as otherwise indicated, provide single line of text, 1/2" high lettering on 1-1/2" high sign (2" high where 2 lines are required), white lettering in black field. Provide text matching terminology and numbering of the contract documents and shop drawing. Provide signs for each unit of the following categories of electrical work:
 1. Panelboards, electrical cabinets and enclosures.
 2. Access panel/doors to electrical facilities.
 3. Major electrical switchgear, main and feeder circuit breakers and/or disconnects.
 4. Power transfer equipment.
- B. Install signs at locations for best convenience of viewing without interference with operation and maintenance of equipment. Secure to substrate with fasteners, except use adhesive where fasteners should not or cannot penetrate the substrate.

3.5 JUNCTION AND PULL BOX IDENTIFICATION

- A. Emergency Systems: Each junction and pull box cover shall be painted orange. Use black indelible liquid marker to label "EMERG." in 3/8" letters minimum.
- B. Fire Alarm System: Each junction and pull box cover shall be painted red. Use black indelible liquid marker to label "F.A." in 3/8" letters minimum.

- C. Feeders Shown on Single Line Diagram: Each junction and pull box shall be marked with black indelible liquid marker with the assigned feeder number "FDR #38" in 3/8" letters minimum.

END OF SECTION 260055

PART 1 GENERAL**1.1 RELATED DOCUMENTS**

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to Section 260000 for General Provisions - Electrical.

1.2 DESCRIPTION OF WORK

- A. Types of raceways in this section include the following:

- Rigid metal conduit
- Intermediate metal conduit
- Electrical metallic tubing.
- Polyvinyl chloride conduit (Exterior Underground Only)
- Flexible metal conduit.
- Liquid-tight flexible metal conduit.
- Wireways.

1.3 REFERENCE STANDARDS

- A. Refer to Section 260000 for a general description of requirements applying to this Section.

1.4 QUALITY ASSURANCE

- A. Refer to Section 260000 for a general description of requirements applying to this Section.

1.5 WARRANTY/GUARANTEE

- A. All work and materials are subject to the general warranty as described in the General Conditions of the Contract and in Division 1, GENERAL REQUIREMENTS.

1.6 COORDINATION

- A. The drawings and details there upon are scheme and/or diagrammatic in nature, and indicate the need and intent of the design. These are to be used for general guidance only. It shall be the responsibility of the Electrical Contractor to coordinate, with other Division Subcontractors, the installation of all raceways, raceway supports, junction boxes and required fittings. This coordination will include conduit layout to allow access to equipment for maintenance.
- B. This coordination shall be carried out prior to actual installation; this shall be done to eliminate the possibility of conflicts between trades on items such as access, clearances and maintenance issues that may arise after completion of construction.
- C. Should the coordination not be carried out prior to installation, and a conflict exists, the installing contractor shall remove and reinstall the equipment as required to clear the conflict at no additional cost to the Owner and no delay in project completion.

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Rigid Metal Conduit:

1. Raceway: Full weight, heavy wall rigid steel with zinc coating conforming to ANSI-C80.1.
2. Fittings: Cast malleable iron fittings with threaded hubs, insulated throat and zinc protective coating.
3. Subject to compliance with requirements, provide products of one of the following:

Allied Tube and Conduit Corporation
LTV Steel Tubular Products Co.
Wheatland Tube

B. Intermediate Metal Conduit:

1. Raceway: Light weight, rigid steel, hot dipped galvanized manufactured in accordance with UL1242.
2. Fittings: Cast malleable iron fittings with threaded hubs, insulated throat and zinc protective coating.
3. Subject to compliance with requirements, provide products of one of the following:

Allied Tube and Conduit Corporation
LTV Steel Tubular Products Co.
Wheatland Tube

C. Electrical Metallic Tubing:

1. Raceway: Light weight, thin wall, rigid steel, hot dipped galvanized manufactured in accordance with ANSI C80.3.
2. Fittings: Raintight, insulated throat, compression type with zinc protective coating.
3. Subject to compliance with requirements, provide products of one of the following:

Allied Tube and Conduit Corp.
LTV Steel Tubular Products Co.
Wheatland Tube Co.

D. Polyvinyl Chloride Conduit:

1. Raceway: Heavy wall, rigid non-metallic, schedule 40 with bell type end, designed for above ground exposed applications, direct earth burial, and concrete encasement.
2. Fittings: Polyvinyl chloride, heavy duty, glue type, designed for Schedule 40 application.

3. Subject to compliance with requirements, provide products of one of the following:

Allied Tube & Conduit
Carlson
Queen City Plastics, Inc.
Scepter Electric Systems

E. Flexible Metal Conduit:

1. Raceway: Construct of single strip, flexible, continuous, interlocked, and double-wrapped steel, galvanized inside and outside.
2. Fittings: Steel, insulated throat, with zinc protective coating.
3. Subject to compliance with requirements, provide products of one of the following:

AFC
Alflex Corp.
Electri-Flex Company

F. Liquid-Tight Flexible Metal Conduit:

1. Raceway: Construct of single strip, flexible, continuous, interlocked, and double-wrapped, galvanized inside and outside, coat with liquid-tight jacket of flexible polyvinyl chloride.
2. Fittings: Steel, water and oiltight, insulated throat, with zinc protective coating.
3. Subject to compliance with requirements, provide products of one of the following:

AFC
Alflex Corp.
Electri-Flex Company

G. Wireways:

1. Furnish electrical wireways of the type, size, and style for each service indicated. Wireway shall be a complete assembly including but not necessarily limited to, couplings, offsets, elbows, adapters, hold-down clips, end-caps and other components and accessories as needed for a complete system.
2. System shall fulfill wiring requirements as indicated in contract documents, and shall comply with applicable portions of Article 362 of the National Electrical Code.
3. Subject to compliance with requirements, provide products of one of the following:

Circle AW Products Co.
The EMF Company, Inc.
Hoffman Engineering Company
Square "D" Company

- H. The above items shall include the statement "Approved Equal" and/or "Approved Substitute". This

statement requires that the product or item be in compliance with the written intent of this specification and the submission meets the requirements of Section 260000.

PART 3 EXECUTION

3.1 INSTALLATION OF ELECTRICAL RACEWAYS

- A. Install electrical raceways in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA "Standard of Installation", and complying with recognized industry practices.
- B. Coordinate with other work as necessary to interface installation of electrical raceways, wireways and required components.
- C. Raceways used for distribution, feeders, or branch circuits shall be a minimum size of 3/4" or equal equivalent cross-sectional area. Raceways used for control and signal shall be a minimum size of 1/2" or equal equivalent cross-sectional area.
- D. All raceways shall be concealed within the building construction, where indicated on the floor plans surface raceway shall be installed. Should it be impossible or impracticable to install a raceway concealed and surface raceway is not indicated, the Contractor shall consult with the Architect or Engineer for approval prior to installation.
- E. All raceways installed in ceiling cavities and exposed within mechanical spaces shall be run parallel with building lines and installed level and square at the proper elevation/height.
- F. Complete the installation of electrical raceways before starting the installation of cables/wires within the raceway.
- G. Furnish and install one (1) nylon or fiberglass pull cord in each empty raceway. Each empty raceway shall be cleaned, capped, and tagged as to its termination location.
- H. Install liquid-tight flexible metal conduit for connections to motors and for other electrical equipment when subject to movement and vibration, and also where subjected to one or more of the following conditions:
 - 1. Exterior locations.
 - 2. Moist or humid atmosphere when condensation can be expected to accumulate.
 - 3. Corrosive atmosphere.
 - 4. Subjected to water spray.
 - 5. Subjected to dripping oil, grease or water.
- I. Install Electrical Metallic Tubing for building interior electrical work except:
 - 1. Underground

2. In gravel, cinder, concrete or other sub-base floor construction.
 3. Horizontal runs in concrete floor slabs.
 4. Where exposed to the elements.
 5. In masonry construction below finished grade.
 6. Vertically in poured concrete walls.
- J. Refer to Section 260000 for excavation, shoring and pumping, concrete and backfilling requirements.
- K. Where and whenever possible, install horizontal electrical raceways as tight to building construction as possible and above water, drain and steam piping. A separation of at least six (6) inches shall be maintained between electrical conduits and hot water and steam piping.
- L. In accordance with NEC requirements, install Rigid or Intermediate Metal Conduit where Electrical Metallic Tubing is not permitted.
- M. In all instances where recessed type panelboards are installed, furnish and install one (1) one inch raceway for each two (2) future circuits for which "space" or "spare" provisions have been made in the panelboard. These raceways shall extend between the panelboard cabinet and a convenient location above an access panel or a removable tile ceiling construction and capped.
- 3.2 CLEANING
- A. Upon completion of installation of raceways, inspect interiors of raceways; remove burrs, dirt and construction debris.

END OF SECTION 260110

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. This section is a Division 26 Basic Materials and Methods section and is part of each Division 26 Section making reference to wires and cables specified herein.

1.2 DESCRIPTION OF WORK

- A. Electrical wire and electrical cable work is indicated by drawings and specifications.
- B. Types of wire, cable and connectors in this section include, but not limited to the following:
 - Copper conductors.
 - Tap type connectors.
 - Split-bolt connectors.
- C. Refer to other sections of Division 26 for, but not limited to, raceways, connections used in conjunction with wire and cable work.
- D. Applications for wire, cable and connectors required for project are as follows unless otherwise indicated:
 - 1. Primary Service Circuitry.
 - 2. Power Distribution Circuitry.
 - 3. Appliance and Equipment Circuitry.
 - 4. Motor Branch Circuitry.
 - 5. Control Circuitry.
 - 6. Signal/Communication Circuitry.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Wire and Cable

Anaconda Wire and Cable Co.
Advance Wire and Cable, Inc.
American
Cerro Wire and Cable Co.
Electrical Conductors, Inc.
General Cable Corp.
Hitemp Wires, Inc.
Rome Cable Corp.
Southwire Company
Triangle PWC,, Inc.

The Okonite Co.
General Electric Co.
Rockbestos Surprenant Cable Corp.

Connectors

Burndy Corp.
Eagle Electric Mfg. Co., Inc.
Gould, Inc.
Ideal Industries, Inc
Joslyn Mfg. and Supply Co.
O-Z/Gedney Co.
Pyle National Co.
Thomas and Betts Co.

2.2 WIRE, CABLE AND CONNECTIONS

- A. Except as otherwise indicated, provide wire, cable and connectors of manufacturer's standard materials, as indicated by published product information; designed and constructed as recommended by manufacturer, and as required for the installation. Minimum wire and cable size is #12 AWG for power and branch circuits and #14 AWG for control and signal/communication circuits unless otherwise indicated.
- B. Wire: Provide factory fabricated wire of sizes, ratings, materials and types indicated for each service. Where not indicated, provide proper selection as determined by Installer to comply with project's installation requirements and NEC standards. Select from the following types, materials, conductor configurations, insulation and coverings:

UL Type: THHN
UL Type: TW
UL Type: THW
UL Type: THWN
UL Type: TF
UL Type: XHHW

Material: Copper

Conductors: Solid (AWG 14 to AWG 10 only).
Conductors: Concentric-lay-stranded (standard flexibility)

Outer Covering: Nylon
Outer Covering: Thermoplastic

- C. Connectors: Provide factory fabricated metal connectors of sizes, ratings, materials, types and classes as required for each service. Where not indicated, provide proper selection as determined by Installer to comply with installation requirements and NEC standards. Select from the following types, classes, kinds and styles.

Type: Pressure
Type: Crimp

Type: Threaded

Class: Insulated

Class: Non-insulated

Kind: Copper (for CU to Cu connection).

Style: Butt connection

Style: Elbow connection

Style: Combined "T" and straight connection

Style: "T" connection.

Style: Split-bolt parallel connection

Style: Tap connection

Style: Pigtail connection

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install electrical cables, wires and connectors, in compliance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation", and in accordance with recognized industry practices.
- B. Coordinate cable and wire installation work with electrical raceway and equipment installation work, as necessary for proper interface. Pull conductors together where more than one is being installed in a raceway. Use pulling compound or lubricate, where necessary; compound must not deteriorate conductor or insulation. Use pulling means including fish tape, cable or rope which cannot damage raceway. Rope must be used as pulling means when pulling wires or cables into plastic conduit and duct. Keep conductor splices to a minimum and install in junction boxes only. No splices shall be permitted within conduit. Install splices and tapes which have mechanical strength and insulation rating equivalent or better than conductor. Use splice and tape connectors which are compatible with conductor material.

3.2 FIELD QUALITY CONTROL

- A. Prior to energization, test cable and wire for continuity of circuitry and also for short circuits. Correct malfunctions when detected.
- B. Subsequent to wire and cable hook-ups, energize circuitry and demonstrate functioning in accordance with requirements.

END OF SECTION 260120

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

- A. Extent of overcurrent protective device work is indicated by drawing schedules and specifications.
- B. Types of overcurrent protective devices in this section include the following:
 - 1. Molded case circuit breaker.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's data on overcurrent protective devices, including: voltages and current ratings, interrupting ratings, current limitations, internal inductive and non-inductive loads, time-current trip characteristic curves, and mounting requirements.
- B. Shop Drawings: Submit layout drawings of overcurrent protective devices, showing spatial relationships of units to associated electrical equipment, and connections to electrical power supplies.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include the following:
 - 1. Circuit-Breakers
 - Cutler-Hammer, Inc. (Eaton)
 - General Electric Co.
 - Square D Co.
 - Siemens

2.2 CIRCUIT BREAKERS

- A. Except as otherwise indicated, provide circuit breakers and ancillary components, of types, sizes, ratings and electrical characteristics indicated, which comply with manufacturer's standard design, materials, components, and construction in accordance with published product information, as required for a complete installation.
- B. Service Entrance Rated Disconnect: The service disconnect device shall be a molded-case circuit breaker totally front accessible and front connectable. The circuit breaker shall be a three pole device suitable for operation on a 208 volt, 60 Hertz system. Circuit breaker shall have 25,000 RMS symmetrical amperes interrupting rating, and shall be UL approved for Service Entrance equipment.

OVERCURRENT PROTECTIVE DEVICES

- C. Molded-Case Circuit Breakers: Provide factory assembled, molded-cased circuit breakers of frame size indicated; 120/208 volts, 60 Hertz, one, two, or three poles with a short circuit symmetrical ampere interrupting rating as indicated by the panel schedule and/or as shown by the single line riser diagram. Provide circuit breakers with permanent thermal instantaneous magnetic trips in each pole with ampere ratings as indicated. Construct with overcenter, trip-free, toggle type operating mechanisms with quick-make, quick- break action and positive handle trip indication. Construct devices for mounting and operating in any physical position and operating in an ambient temperature of 40 degrees C. Provide circuit breakers with mechanical screw type connector lugs, AL/CU rated.

PART 3 EXECUTION**3.1 INSTALLATION OF OVERCURRENT PROTECTIVE DEVICES**

- A. Install overcurrent protective devices as indicated in contract documents, in accordance with the manufacturer's written instructions and with recognized industry practices to ensure that protective devices comply with requirements. Comply with NEC Standards for Installation of overcurrent protective devices.
- B. Coordinate with other work, including electrical wiring work, as necessary to interface installation of overcurrent protective devices with other work.
- C. Fasten circuit breakers without causing mechanical stresses, twisting or misalignment being exerted by clamps, supports, or cabling.

3.2 ADJUST AND CLEAN

- A. Inspect circuit-breaker operating mechanisms for malfunctioning and, where necessary, adjust units for free mechanical movement.

3.3 FIELD QUALITY CONTROL

- A. Prior to energization of overcurrent protective devices, test devices for continuity of circuitry, and for short-circuits. Correct malfunctioning units, and then demonstrate compliance with requirements.

END OF SECTION 260180

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

- A. Short circuit studies, protective device evaluation studies and protective device coordination studies shall be performed by the switchboard manufacturer. The studies shall be submitted to the Engineer prior to receiving final approval of the distribution equipment shop drawings and/or prior to release of equipment for manufacture.
- B. The studies shall include all portions of the electrical distribution system from the utility service voltage to all downstream distribution and branch panelboards.
- C. The study to include generators, emergency distribution and transfer switches.

PART 2 DATA ACQUISITION

2.1 DATA COLLECTION FOR THE STUDIES

- A. The Contractor shall provide the required data for preparation of the studies. The switchboard manufacturer shall furnish the contractor with a listing of the required data immediately after award of the contract.
- B. The Contractor shall expedite collection of the data to assure completion of the studies as required for final approval of the distribution equipment shop drawings and/or prior to release of the equipment for manufacture.

2.2 SHORT CIRCUIT AND PROTECTIVE DEVICE EVALUATION STUDY

- A. The short circuit study shall be performed with the aid of a digital computer program and shall be in accordance with ANSI C37.5-1969 (R1975), IEEE Std. 320-172 and IEEE Std. 141-1976.
- B. The study input data shall include the Power Company's short circuit contribution, resistance and reactance components of the branch impedances, the X/R ratios, base quantities selected, and other source impedances. This data shall be obtained by the contractor from Delmarva Power.
- C. Short circuit close and latch duty values and interrupting duty values shall be calculated on the basis of assumed three-phase bolted short circuits at each switchgear bus, medium voltage controller, switchboard, low voltage motor control center, distribution panelboard, pertinent branch circuit panel and other significant locations through the system. The short circuit tabulations shall include symmetrical fault currents and X/R ratios. For each fault location, the total duty on the bus, as well as the individual contribution from each connected branch, shall be listed with its respective X/R ratio.
- D. A protective device evaluation of circuit breakers, disconnect switches, and fuses by tabulating and comparing the short circuit ratings of these devices with the calculated fault currents. Appropriate multiplying factors based on system X/R ratios and protective device rating standards shall be applied. Any problem areas or inadequacies in the equipment due to short circuit currents shall be promptly brought to the Engineer's attention.

2.3 PROTECTIVE DEVICE COORDINATION STUDY

- A. A protective device coordination study shall be performed to provide the necessary calculations and logic decisions required to select the protective relay characteristics and settings, ratios and characteristics of associated current transformers, and low voltage breaker trip characteristics and settings.
- B. The coordination study shall include all medium and low voltage classes of equipment from the building service protective devices down to and including the largest rated device in the MCC low voltage motor control center and panelboard. The phase and ground overcurrent protection shall be included as well as settings of all other adjustable protective devices.
- C. The time-current characteristics of the specified protective devices shall be drawn on Keuffel and Esser Log - log paper. The plots shall include complete titles, representative one-line diagram and legends, significant motor starting characteristics, complete parameters of transformers, complete operating bands of low voltage circuit breaker trip curves and fuses. The coordination plots shall indicate the types of protective devices selected, proposed relay taps, time dial and instantaneous trip settings, transformer magnetizing inrush and ANSI transformer withstand parameters, cable thermal overcurrent withstand limits and significant symmetrical and asymmetrical fault currents. All restrictions of the National Electrical Code shall be adhered to and proper coordination intervals and separation of characteristic curves shall be maintained. The coordination plots for phase and ground protection devices shall be provided on a system basis. A sufficient number of separate curves shall be used to clearly indicate the coordination achieved.
- D. The selection and settings of the protective devices shall be provided separately in a tabulated form listing circuit identification, IEEE device number, current transformer ratios and connection, manufacturer and type, range of adjustment and recommended settings. Any discrepancies, problem areas, or inadequacies shall be promptly brought to the Engineer's attention.

2.4 STUDY REPORT

- A. The results of the Power System Study shall be summarized in a final report. Submit six (6) bound copies of final report.
- B. The report shall include the following sections:
 - 1. Description, purpose, basis and scope of the study and a single line diagram of that portion of the power system which is included within the scope of the study.
 - 2. Tabulations of circuit breakers, and other protective device ratings versus calculated short circuit duties, and commentary regarding same.
 - 3. Protective device time versus current coordination curves, tabulations of relay and circuit breaker trip settings, and commentary regarding same.
 - 4. Fault current calculations including a definition of terms and guide for interpretation of computer printout.

PART 3 EXECUTION

3.1 PROTECTIVE DEVICE TESTING, CALIBRATION AND ADJUSTMENT

- A. The equipment manufacturer shall provide the services of a qualified field Engineer any necessary tools and equipment to test, calibrate and adjust the protective relays and circuit breaker trip devices as recommended in the Power System Study.

END OF SECTION 260195

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

- A. Distribution circuit work is indicated by drawings and schedules.
- B. The distribution circuits shall include furnishing and installing a complete wire and conduit system between distribution panelboards and branch circuit panelboards.
- C. Types of equipment to be furnished and installed in this section include the following:

- Rigid Metal Conduit
- Intermediate Metal Conduit (IMC)
- Electrical Metallic Tubing (EMT)
- PVC (Below Slab Only)
- Wires and Cables
- Junction Boxes
- Pull Boxes
- Conduit Bodies
- Bushings
- Locknuts
- Supporting Devices

PART 2 PRODUCTS

2.1 DISTRIBUTION CIRCUITS

- A. Furnish and install each distribution circuit indicated, with assembly of materials, including but not necessarily limited to, conduit, wire, pull boxes, junction boxes and other items and accessories needed for a complete installation. Where materials or components are not otherwise indicated, comply with NEC, NEMA and established industry standards for applications indicated.

PART 3 EXECUTION

3.1 INSTALLATION OF DISTRIBUTION CIRCUITS

- A. Install distribution circuits complying with equipment manufacturer's written instructions, applicable requirements of NEC, NEMA, and NECA's "Standard of Installation", and in accordance with recognized industry practices.
- B. Multiple circuits within a single raceway shall not be permitted under this section.

END OF SECTION 260470

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

- A. Branch circuit work is indicated by drawings.
- B. The branch circuits shall include furnishing and installing a complete wire and conduit or cable system between panelboards and lighting fixtures, receptacles, fractional horsepower motors, and small single phase loads.
- C. Types of equipment to be furnished and installed in this section include the following:

- Rigid Raceways – See Section 16110
- Electrical Metallic Tubing (EMT)
- Wires and Cables
- Junction Boxes
- Pull Boxes
- Conduit Bodies
- Bushings
- Locknuts
- Supporting Devices

PART 2 PRODUCTS

2.1 BRANCH CIRCUITS

- A. Furnish each branch circuit with an assembly of materials, including but not necessarily limited to, conduit, wire, cable, pull boxes, junction boxes and other items and accessories needed for a complete installation. Where materials or components are not otherwise indicated, comply with NEC, NEMA and established industry standards for applications indicated.

2.2 CONVENIENCE BRANCH CIRCUITS

- A. Intent:
 - 1. The intent of this portion of the specifications is to describe the requirements of a convenience circuit as it applies to 120-volt receptacles.
 - 2. All convenience branch circuits may consist of more than one 120 volt receptacle.
- B. Convenience Circuit - General: A circuit consisting of a phase and neutral conductor, which may share its neutral with other phase conductors provided that the neutral conductor does not become overloaded due to circuit phase relationship. This type of circuit shall also include an equipment grounding conductor as described under the grounding section of the specifications.
- C. Convenience Circuit - Dedicated: A circuit consisting of a phase and neutral conductor which DOES NOT share conductors with any other circuits. This type of circuit shall also include an equipment grounding conductor as described under the grounding section of the specifications.
- D. Convenience Circuit Dedicated with Isolated Ground: A circuit consisting of a phase, neutral and

ground conductor which DOES NOT share conductors with any other circuits. This type of circuit shall also include an equipment grounding conductor as described under the grounding section of the specifications.

1. The isolated ground conductor shall be connected to an isolated ground type receptacle as described under the Wiring Devices Section of the specifications.
2. The isolated ground conductor shall be identified by green insulation with a yellow stripe.
3. The isolated ground conductor shall be connected to an isolated ground bar in the branch circuit panelboard. This isolated ground bar shall then be connected to an applicable derived system ground or service entrance ground.

PART 3 EXECUTION

3.1 INSTALLATION OF BRANCH CIRCUITS

- A. Install branch circuits, complying with equipment manufacturer's written instructions, applicable requirements of NEC, NEMA, and NECA's "Standard of Installation", and in accordance with recognized industry practices.
- B. Multiple circuits within a single raceway or cable shall be permitted under this section. It shall be the responsibility of the Electrical Contractor to assure that the neutral conductors do not become overloaded due to circuit phase relationship, and isolated grounds not become voided or compromised due to miswiring or wrong connections.
- C. The Electrical Contractor may elect to use metal clad cable in lieu of electrical metallic tubing (EMT) in wall cavities, and/or above tile or dry wall ceilings. In all areas of exposed construction, electrical metallic tubing (EMT) shall be installed.

END OF SECTION 260472

QUOTATION



Caterpillar Inc., Defense and Federal Products
14009 Old Galena Rd, Tech Cntr, Bldg. A
Mossville, IL 61552-0470
Email: Weber_Jason_L@cat.com
Phone: (309) 578-4852

Quote #: 20110117A	Rev: 00	Date: 01-17-11
Job Name: Colonial School Generator	Location: New Castle, DE	
Presented to: Colonial School District	Phone: 252-728-2250	
Contact Name: Steve Hudson	Email: shudson@colonial.k12.de.us	

Thank you for allowing Caterpillar, Inc., Defense and Federal Products the opportunity to present this GSA quote for your electric power system requirements. Please do not hesitate to contact us with any questions or for additional information.

We are pleased to partner with Caterpillar Power Systems dealer: Ransome Cat. Ken Johnston will assist with quoting and delivery of equipment. Please note that Open Market Items (herein referred to as OMI's) should be referenced as separate Contract Line Items (CLIN's) from the GSA item(s) if a PO is issued.

1) Per GSA Contract GS07F5666R, (1) Olympian G250LG2 Generator Set.....\$86,212.63

- Caterpillar/Olympian 250kW natural gas, 3 PH, 208/120V
- Generator Set includes Exhaust Silencer, Batteries, and Sound Attenuated Enclosure
- See Attachment A for Specs
- Approximately 8-10 weeks lead time.

2) Open Market Item, Caterpillar Automatic Transfer Switch 225 A.....\$2,556.00

- 225A, 480/277V, 3PH, 4-wire, 4-pole, open transition, NEMA 1 enclosure
- See Attachment B for Specs
- Price includes freight to customer site
- Approximately 5 weeks lead time
- FOB Destination per Ransome Cat

3) Open Market Item, Caterpillar Automatic Transfer Switch 600 A.....\$5,778.00

- 600A, 480/277V, 3PH, 4-wire, 4-pole, open transition, NEMA 1 enclosure
- See Attachment C for Specs
- Price includes freight to customer site
- Approximately 5 weeks lead time
- FOB Destination per Ransome Cat

4) Open Market Item, Startup, Loadbank and Training.....\$3,222.00

- Start up performed by Ransome Cat per factory recommendations
- Includes 2-hour load bank test and 50' cables
- FOB Destination for all testing and training

QUOTATION



Caterpillar Inc., Defense and Federal
Products
14009 Old Galena Rd, Tech Cntr, Bldg. A
Mossville, IL 61552-0470
Email: Weber_Jason_L@cat.com
Phone: (309) 578-4852

5) Open Market Item, Freight and Delivery to Jobsite.....\$1,190.00
- Delivery to site facilitated by Ransome Cat
- FOB destination

Total Price (GSA + OMI's).....\$98,958.63

Customer Requested Optional Attachments and Services (To be procured through Ransome Cat)

1) Open Market Item, Extended Service Coverage.....\$2,130.00
- Platinum level, five (5) years, 2500 hours, \$0 deductible. Coverage includes all as-shipped original factory equipment with Cat part numbers, excluding consumables such as filters, hoses and belts.
- Coverage includes generator and automatic transfer switches.

2) Open Market Item, 1-year Preventative Maintenance.....\$2,200.00
- One year of preventive maintenance service based on factory recommendations.
- Service will be provided by factory trained technicians from Ransome Cat.

3) Open Market Item, Remote Annunciator.....\$400.00
- One (1) 21 light, NFPA 99/110 annunciation module for remote location.

4) Open Market Item, Remote Emergency Stop Panel.....\$300.00

QUOTATION



Caterpillar Inc., Defense and Federal
Products
14009 Old Galena Rd, Tech Cntr, Bldg. A
Mossville, IL 61552-0470
Email: Weber_Jason_L@cat.com
Phone: (309) 578-4852

Terms and Conditions

- All Terms and Conditions are per GSA Contract #GS07F5666R.
- No additional terms not covered in this contract will be accepted unless otherwise indicated.
- Quote is valid for 30 days.
- Payment terms are Net 30 days after acceptance of unit.
- Purchase Orders issued against this quote must reflect all items quoted herewithin. No additional items will be accepted unless otherwise specified.
- Open Market Items should be referenced as separate Contract Line Items from the GSA item(s) on the purchase order if issued.

Product and Services Acceptance

- All products and services included in this quote must be acknowledged and accepted at time of delivery to the desired destination specified in the contract.
- Buyer is responsible for arranging all offloading and/or rigging equipment.
- Buyer is responsible for all offloading and/or rigging costs.
- Buyer is responsible for all applicable taxes, including sales taxes.
- Buyer is responsible for providing a specific point of contact with whom Caterpillar can arrange delivery ahead of the delivery date; and who is authorized to sign a proof of delivery form when the equipment arrives at the destination.

Please send Purchase Order to:

Caterpillar Inc. Defense & Federal Products
Attn: Andrea Cole
GSA Contract Administrator
Phone: 309-578-5349
Fax: 309-992-7085
Email: cole_andrea_E@cat.com

Caterpillar: The Leader in Maintenance and Support

The Cat® brand continues to grow in strength around the world, fueled by market success and innovation, and aided by our global network of dealers. Our Global Caterpillar Dealer Network has long been recognized as the best in the world at distributing parts and equipment, which has helped drive positive and sustainable change on every continent.



DEDICATED TO QUICK RESPONSE

- Worldwide Cat dealership network- 178 dealers
- 51 North American dealers including locations in Hawaii and Alaska
- Dealer locator: <http://www.cat.com/cda/layout?m=39542&x=7>

TECHNICAL EXPERTISE

- 24-hour product support (repair and maintenance)
- Factory trained technicians and professionally equipped field service trucks
- Entire product line knowledge with access to Caterpillar factory personnel

PREVENTATIVE MAINTENANCE PROGRAMS

- Oil and fluids (diesel fuel, gas, coolant) sampling and analysis
- Emission testing
- Switch gear, transfer switch and entire systems testing and repair
- Load bank testing (resistive and reactive)
- Extended Service Coverage- "like warranty" coverage for up to 25 years on standby generator sets

PARTS AVAILABILITY

- 106 world-wide/60 North American locations supporting parts distribution
- 95% of orders are satisfied through local Caterpillar dealer stock inventory
- 99.7% of customer orders shipped the same day from distribution facilities

MEETING EMERGENCY POWER REQUIREMENTS

- 24/7 availability
- Complete line of mobile/rental products and equipment
- 30 kW – 2000 kW generator sets
- Electrical panels and load banks
- Automatic transfer switches and UPS (Uninterruptible Power Supply)

Closest Caterpillar Dealer to New Castle, DE

Location	Dealership	Services Offered
4.3 Miles 6.9 Kilometers	<p>GILES & RANSOME INC. 720 PULASKI HWY BEAR DELAWARE, 19701-1227</p> <p>Phone numbers: 1 877 726-7663 TOLL FREE 1 302 328-4131 GENERAL INFO 1 302 328-0491 GENERAL INFO (FAX)</p> <p>Hours: PARTS: MONDAY 0800-1700, TUESDAY 0800-1700, WEDNESDAY 0800-1700, THURSDAY 0800-1700, FRIDAY 0800-1700, MONDAY 0730-1700, TUESDAY 0730-1700, WEDNESDAY 0730-1700, THURSDAY 0730-1700, FRIDAY 0730-1700</p> <p>Web: http://www.ransome.com</p>	<p>Machine Sls/Svc</p> <hr/> <p>Machine Rental</p>

QUOTATION



Caterpillar Inc., Defense and Federal
Products
14009 Old Galena Rd, Tech Cntr, Bldg. A
Mossville, IL 61552-0470
Email: Weber_Jason_L@cat.com
Phone: (309) 578-4852

Attachment A

Factory Generator Set Consist

RWG248P_I	1	G250LG2 (NEWBERRY)
MSNRXQE_I	1	EP-NON RENTAL (enclosed)
NATG_I	1	NAT gas
VOP610D_I	1	60Hz 3PH 208/120v (d)
CCONV_I	1	Catalytic Convertor Fitted
EPASCAC_I	1	EPA & SCAQMD Cert
CAEJ_I	1	Sound Attenuated Enclosure (j)
BC10ULS_I	1	Battery Charger UL 10A (std)
BWCUP2S_I	1	110AH WET Batt & Cables upg (s
SHTAUXD_I	1	shunt trip and aux (d)
NOCBRE_I	1	No Breaker Removal (STD)
PAA1_I	1	Local Alarm Horn c/w mute
AVR12S_I	1	Permanent magnet (std)
VPADB_I	1	Pad Type Vib Isolator(ZONE2)(b
ACIL_I	1	120V AC interior lights w/rece
BLKHTR_I	1	Block Heater
PFT08C_I	1	Test at 0.8 Power Factor (c)

QUOTATION



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14009 Old Galena Rd, Tech Cntr, Bldg. A
Mossville, IL 61552-0470
Email: Weber_Jason_L@cat.com
Phone: (309) 578-4852

Attachment A (con't)

Generator Set Breakdown:

Engine:

Natural gas engine model G250LG2
In-line 6 cylinder, 13.3 Liter, (811 cu.in)
Turbocharged and aftercooled
Initial lube oil fill
Initial coolant fill
Intake air filters, dual element
Lube oil filters
Oil drain line with valves

Generator:

Olympian synchronous, brushless generator
Permanent magnet excitation system (PMG)
120° Temperature rise
Class H insulation
Olympian digital voltage regulator
Anti-condensation space heater inside windings

Cooling System:

Unit mounted radiator with engine driven fan
50°C (122° F) ambient
Coolant level shutdown circuit
Low coolant temperature alarm
Coolant heater, 240 V, 2000 w.

Generator Output Breaker:

One (1) unit mounted 1000 amp, 3 pole, generator output circuit breaker
Shunt trip and auxiliary contacts

Governor:

Electronic isochronous engine governor

Fuel:

Provision for connection to Natural Gas supply mounted on unit
Low pressure gas alarm
Flexible fuel lines
10" to 14" H2O operating pressure

QUOTATION



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Mossville, IL 61552-0470
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Phone: (309) 578-4852

Attachment A (con't)

Sound Attenuated Weather Protective Enclosure:

Fully weatherproof and provided with stub-up cover sheets for rodent proofing
Internally mounted critical grade exhaust silencer
Average sound level at 7 meters: 81.6 dB (A)
Body made from steel components treated with polyester powder coating
Lockable access doors
Local Alarm Horn
Stainless steel flexible exhaust connections.
Exhaust manifold and turbo guards.
120VAC maintenance lighting and receptacles included inside enclosure

Control Panel:

Unit mounted automatic start/stop control panel
Local NFPA 99/110 annunciation module
Remote communications supported by RS-232, RS-485 and CANBUS ports on control panel

Starting:

Automatic battery charger, 120 VAC input, 10 amp output
Engine driven battery charging alternator, 20 amp
Engine starting batteries
24 VDC electric starting motor

Vibration Isolation:

Vibration Isolators, pad type, rated seismic Zone 2, included inside enclosure as provided at the factory

Other:

NFPA 110 and UL2200 Listed packaged engine-generator set.
Standard factory tests
Operation and maintenance manuals.
Providing standard generator pitch and sub transient reactance.
Testing and training included to be performed during normal working hours

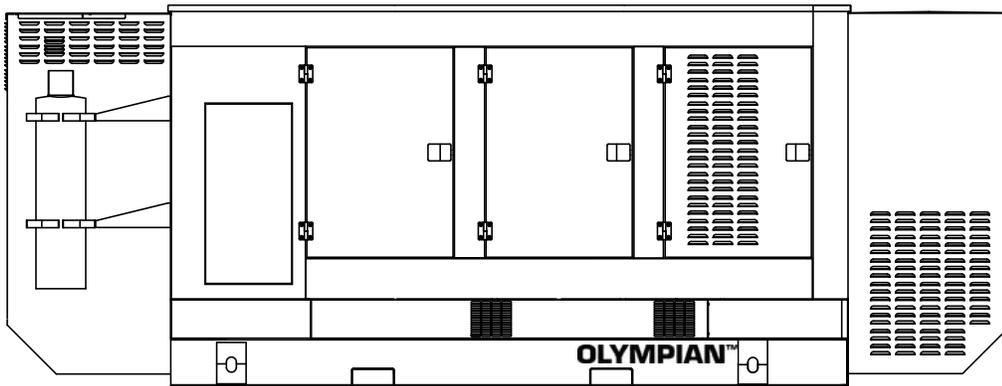
G230LG G250LG

Liquid Cooled Gas Engine Generator Sets

Standby Power Rating

230 KW 60 Hz

250 KW 60 Hz



13.3L ENGINE

Turbocharged/Aftercooled
Gaseous Fueled
G230LG/G250LG
Meets 2009 EPA Emission
Regulations

FEATURES

- **INNOVATIVE DESIGN & PROTOTYPE TESTING** are key components of Olympian™ success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose Olympian™ products with the confidence that these systems will provide superior performance.
- **TEST CRITERIA:**
 - ✓ PROTOTYPE TESTED
 - ✓ SYSTEM TORSIONAL TESTED
 - ✓ ELECTRO-MAGNETIC INTERFERENCE
 - ✓ NEMA MG1 EVALUATION
 - ✓ MOTOR STARTING ABILITY
 - ✓ SHORT CIRCUIT TESTING
 - ✓ UL 2200 COMPLIANCE AVAILABLE
- **SOLID-STATE, DIGITAL, FREQUENCY COMPENSATED VOLTAGE REGULATION.** This state-of-the-art power maximizing regulation system is standard on all Olympian™ models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine.
- **SINGLE SOURCE SERVICE RESPONSE** from Olympian™ dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component. You are never on your own when you own an Olympian™ product.

OLYMPIAN™

APPLICATION & ENGINEERING DATA

G230LG/G250LG

GENERATOR SPECIFICATIONS

TYPE	Four-pole, revolving field
ROTOR INSULATION	Class H
STATOR INSULATION	Class H
TOTAL HARMONIC DISTORTION	<3.0%
TELEPHONE INFLUENCE FACTOR (TIF)	<50
ALTERNATOR	Self-ventilated and drip-proof
BEARINGS (PRE-LUBED & SEALED)	2
COUPLING	Flexible Disc
LOAD CAPACITY (STANDBY)	100%

NOTE: Emergency loading in compliance with NFPA 99, NFPA 110. Generator rating and performance in accordance with ISO8528-5, BS5514, SAE J1349, ISO3046 and DIN6271 standards.

EXCITATION SYSTEM

PERMANENT MAGNET PILOT EXCITER.....	Eighteen-pole exciter ✓
	Magnetically coupled DC current ✓
	Mounted outboard of main bearing ✓
REGULATION.....	H100 Controller Digital ✓
	3 Phase Sensing, ± 1% regulation ✓

GENERATOR FEATURES

- Revolving field heavy duty generator
- Directly connected to the engine
- Operating temperature rise 120 °C above a 40 °C ambient
- Insulation is Class H rated at 150 °C rise
- All prototype models have passed three phase short circuit testing
- PMG

CONTROL PANEL FEATURES

- TWO FOUR LINE LCD DISPLAYS READ:
 - Voltage (all phases)
 - Power factor
 - kVAR
 - Engine speed
 - Run hours
 - Fault history
 - Coolant temperature
 - Low oil pressure shutdown
 - Overvoltage
 - Low coolant level
 - Not in auto position (flashing light)
 - Current (all phases)
 - kW
 - Transfer switch status
 - Low fuel pressure
 - Service reminders
 - Oil pressure
 - Time and date
 - High coolant temperature shutdown
 - Overspeed
 - Low coolant level
 - Exercise speed
- INTERNAL FUNCTIONS:
 - I²T function for alternator protection from line to neutral and line to line short circuits
 - Emergency stop
 - Programmable auto crank function
 - 2 wire start for any transfer switch
 - Built-in 7 day exerciser
 - Adjustable engine speed at exerciser
 - RS232 port for GenLink[®] control
 - RS485 port remote communication
 - Canbus addressable
 - Governor controller and voltage regulator are built into the master control board
 - Temperature range -40 °C to 70 °C

ENGINE SPECIFICATIONS

ENGINE	Gaseous
TYPE	Inline
CYLINDERS	6 in-line
DISPLACEMENT	13.3 Liter (811 cu. in.)
BORE	137 mm (5.39 in.)
STROKE	150 mm (5.91 in.)
COMPRESSION RATIO	10.5:1
INTAKE AIR	Turbocharged/Aftercooled
NUMBER OF MAIN BEARINGS	7
CONNECTING RODS	6-Carbon Steel
CYLINDER HEAD	Cast Iron with Overhead Valve
CYLINDER LINERS	Wet/Replaceable
IGNITION	Altronic CD1
PISTONS	Heat-Resistant Alloy with 4 Rings
CRANKSHAFT	Induction-Hardened, Die-Forged Carbon Steel

VALVE TRAIN

LIFTER TYPE	Solid
INTAKE VALVE MATERIAL	Special Heat Resistant Steel
EXHAUST VALVE MATERIAL	Inconel Alloy High Temp.
HARDENED VALVE SEATS	High Temp. Alloy Stellite Faced

ENGINE GOVERNOR

ELECTRONIC	Standard
FREQUENCY REGULATION, NO-LOAD TO FULL LOAD... Isochronous	
STEADY STATE REGULATION	±0.25%

LUBRICATION SYSTEM

TYPE OF OIL PUMP	Gear Driven
OIL FILTER	Full flow, cartridge
CRANKCASE CAPACITY	27 Liters (7.13 gal.)

COOLING SYSTEM

TYPE OF SYSTEM	Pressurized, closed recovery
WATER PUMP	Pre-lubed, self-sealing
TYPE OF FAN	Pusher
NUMBER OF FAN BLADES	8
DIAMETER OF FAN	39 in.
COOLANT HEATER	240V, 2000 W

FUEL SYSTEM

FUEL	
<input type="checkbox"/> Natural Gas.....	Standard
CARBURETOR.....	Down draft
SECONDARY FUEL REGULATOR	Nat. Gas
AUTOMATIC FUEL LOCKOFF SOLENOID.....	Standard
OPERATING FUEL PRESSURE SYSTEMS.....	10" to 15" H ₂ O

ELECTRICAL SYSTEM

BATTERY CHARGE ALTERNATOR	20 Amps at 24 V
STARTER MOTOR	24 V
BATTERY	(2) - 12 V, 925 CCA, 31
GROUND POLARITY	Negative

Rating definitions - Standby: Applicable for supplying emergency power for the duration of the utility power outage. No overload capability is available for this rating. (All ratings in accordance with BS5514, ISO3046 and DIN6271). Prime (Unlimited Running Time): Applicable for supplying electric power in lieu of commercially purchased power. Prime power is the maximum power available at variable load. A 10% overload capacity is available for 1 hour in 12 hours. (All ratings in accordance with BS5514, ISO3046, ISO8528 and DIN6271).

OPERATING DATA

	G230LG		G250LG	
GENERATOR OUTPUT VOLTAGE/KW-60Hz	<u>KW</u>	<u>Rated AMP</u>	<u>KW</u>	<u>Rated AMP</u>
120/208V, 3-phase, 0.8 pf	230	798	250	867
120/240V, 3-phase, 0.8 pf	230	692	250	752
277/480V, 3-phase, 0.8 pf	230	346	250	376
600V, 3-phase, 0.8 pf	230	277	250	301
NOTE: Consult your Olympian dealer for additional voltages.				
MOTOR STARTING				
Maximum at 35% instantaneous voltage dip with standard alternator—60 Hz	<u>208/240V</u>	<u>480V</u>	<u>208/240V</u>	<u>480V</u>
with optional alternator—60 Hz	692 KVA	922 KVA	692 KVA	922 KVA
	794 KVA	1059 KVA	794 KVA	1059 KVA
FUEL	N.G.		N.G.	
Fuel consumption—60 Hz—100% Load ft. ³ hr.				
No Load	907		907	
25%	1449		1495	
50%	2048		2145	
75%	2606		2751	
100%	3252		3446	
COOLING				
Coolant capacity System lit. (US gal.)	56.7 (15)		56.7 (15)	
Coolant flow/min. 60 Hz lit. (US gal.)	170 (45)		170 (45)	
Heat rejection to coolant BTU/hr.	897,600		951,100	
Inlet air 60 Hz (cfm)	19,200		19,200	
Max. operating air temp. onto radiator* °C (°F)	60 (140)		60 (140)	
Max. operating ambient temp.* °C (°F)	50 (122)		50 (122)	
Max. external pressure drop on rad. in. H ₂ O	0.5		0.5	
COMBUSTION AIR REQUIREMENTS				
Flow at rated power 60 Hz cfm	918		1060	
EXHAUST				
Exhaust flow at rated output 60 Hz m ³ /min. (cfm)	925 (3266)		1070 (3776)	
Max. recommended back pressure Kpa (Hg)	5.0 (1.5")		5.0 (1.5")	
Exhaust temp. at rated output °C (°F)	788 (1450)		793 (1460)	
Exhaust outlet size I.D. mm (in)	101.6 (4.0)		101.6 (4.0)	
ENGINE				
Rated RPM 60 Hz	2300		2300	
HP at rated KW 60 Hz	357		385	
Piston speed 60 Hz ft./min.	2265		2265	
BMEP 60 Hz	151		163	
DERATION FACTORS				
Temperature				
1.9% for every 10°C above - °C	43		43	
1.1% for every 10°F above - °F	110		110	
Altitude				
0.7% for every 100 m above - m	1524		1371	
2.1% for every 1000 ft. above - ft.	5000		4500	

STANDARD PACKAGE & SAFETY FEATURES

- High Coolant Temperature Automatic Shutdown
- Low Coolant Level Automatic Shutdown
- Low Oil Pressure Automatic Shutdown
- Overspeed Automatic Shutdown (Solid-state)
- Crank Limiter (Solid-state)
- Oil Drain Extension
- Radiator Drain Extension
- Factory-Installed Cool Flow Radiator
- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Rubber-Booted Engine Electrical Connections
- Isochronous Governor
- Fuel Lockoff Solenoid
- Secondary Fuel Regulator (N.G.)
- Stainless Steel Flexible Exhaust Connection
- Battery Charge Alternator
- Battery Cables
- Battery Tray
- Vibration Isolation of Unit to Mounting Base
- 24 Volt, Solenoid-Activated Starter Motor
- Air Cleaner
- Fan Guard
- Control Console (H100)
- 10 A Battery Charger
- Flexible Fuel Lines
- Critical Exhaust Silencer
- UL Main Circuit Breaker
- UL 2200 Listed
- Control Panel H100
- Block Coolant Heater
- Battery 12V, 525 CCA

OPTIONS**OPTIONAL ELECTRICAL ACCESSORIES**

- Battery, (2) - 12 Volt, 225 A.H., 8D
- Battery Heater

OPTIONAL ALTERNATOR ACCESSORIES

- Alternator Upsizing
- Alternator Strip Heater
- Alternator Tropicalization
- Main Line Circuit Breaker w/ Shunt Trip & Aux

ADDITIONAL OPTIONAL EQUIPMENT

- Automatic Transfer Switch
- 21 Light Remote Annunciator
- Remote Relay Panels
- Unit Vibration Isolators (Spring)
- Oil Make-Up System
- Oil Heater

- Extended Service Contract (ESC)
- GenLink® Communications Software
- 100 dB Alarm Horn
- Engine Run Relay
- Oil Temp Sender
- Modem
- Remote Emergency Stops
- CSA Certified

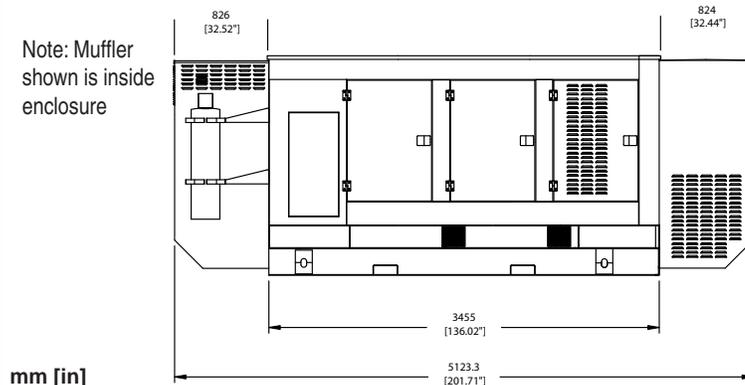
OPTIONAL ENCLOSURES (WHITE)

- Weather Protective
- Sound Attenuated
- Aluminum or Steel
- Enclosed Muffler
- 120V AC Interior Lights w/ Receptacle
- 12V DC Interior Lights

Design and specifications subject to change without notice. Dimensions shown are approximate. Contact your Olympian dealer for certified drawings. DO NOT USE THESE DIMENSIONS FOR INSTALLATION PURPOSES.

Sound Attenuated Enclosure

Note: Muffler shown is inside enclosure



Reference Install
Drawing:
OF9953STD
OF9954SAE

Information contained in this publication may be considered confidential.

Discretion is recommended when distributing.

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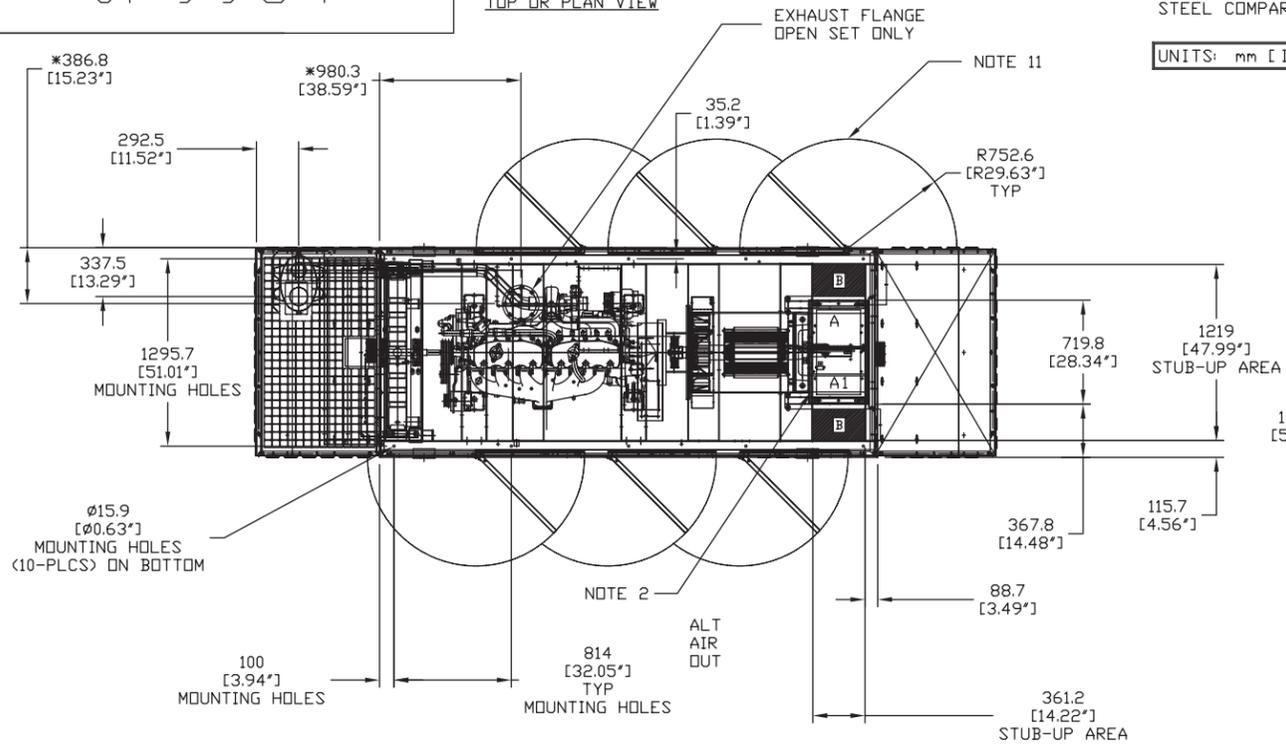
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OF9954

TOP OR PLAN VIEW



WEIGHT DATA
 OPEN SET WITH SKID: 3293 KG (7278 LBS)
 STEEL COMPARTMENT: 677 KG (1492 LBS)

UNITS: mm [INCHES]

RECOMMENDED FUEL/ELECTRICAL STUB-UPS
 (SEE TOP VIEW)

DESCRIPTION	INSIDE BASE
AC LOAD LEAD CONDUIT (RIGHT) (LEFT)	A A1
120/240V AC TO OUTLETS (SEE NOTE 2) FOR OPT. BATTERY CHARGER, OPT. BATTERY HEATER AND BLOCK HEATER	B
AC LOAD LEAD CONDUIT HOOK-UP	B

NOTE:

FUEL SYSTEM SET UP WITH OUTSIDE STUB-UPS (SEE LEFT SIDE VIEW)

ENGINE SERVICE CONNECTIONS

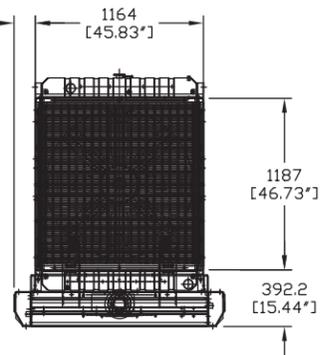
INLET NATURAL GAS = 1-1/2" NPT FEMALE
 OIL DRAIN = 1/2" NPT FEMALE
 RADIATOR DRAIN = 1/2" NPT FEMALE
 EXHAUST OUTLET = FLANGE AS SHOWN ON OPEN SET
 5" D. D. MUFFLER OUTLET WITH ENCLOSURE

NOTES:

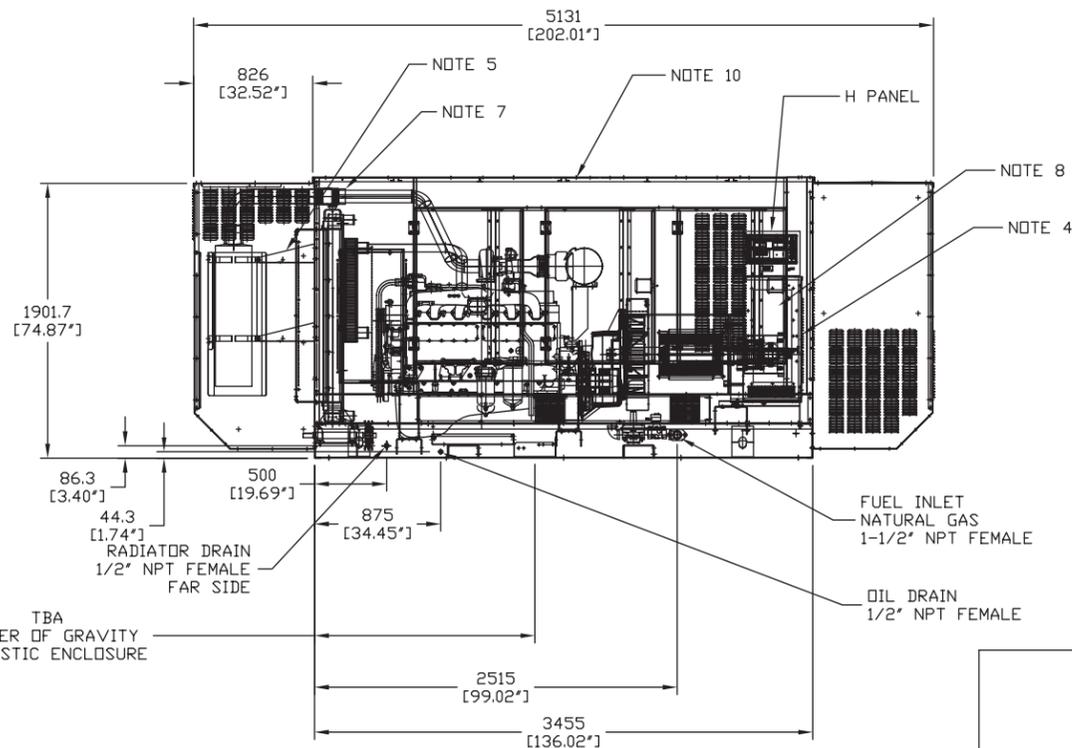
- CONTROL PANEL MAY BE ROTATED 180° IN EITHER DIRECTION
- 1 - 20A GFCI DUPLEX OUTLET
1 - 15A 240V SINGLE OUTLET
120/240V REQUIRED
- STANDARD BLOCK HEATER REQUIRES 240V AC CONNECTION (ALSO OPTIONAL BATTERY CHARGER & BATTERY HEATER)
- CONNECTION POINTS FOR AC LOAD LEADS AND ENGINE AUTOMATIC START/STOP CONTROL WIRES PROVIDED IN AC CONNECTION PANEL.
- EXHAUST MUFFLER SUPPORT BRACKETS SUPPLIED WITH OPTIONAL COMPARTMENT.
- 24 VOLT NEGATIVE GROUND SYSTEM
BATTERY TRAY INSIDE DIMENSIONS 560 X 285 [22" X 11.2"]
- 4" I. D. FLEX EXHAUST IS STANDARD WITH A COMPARTMENT AND OPTIONAL WITHOUT
- MAIN LINE CIRCUIT BREAKER.
- REMOVABLE BLANK PANEL FOR OPTIONAL 2nd MAIN LINE CIRCUIT BREAKER
- OPTIONAL COMPARTMENT
- DOORS MUST BE OPENED 90° TO BE REMOVED.
- A OR A1 MAY BE USED FOR UNITS WITHOUT A BASE TANK DEPENDING ON CIRCUIT BREAKER LOCATION.
USE STUB-UP AREA B FOR UNITS WITH BASE TANKS.
- AIR DUCT ADAPTER IS STANDARD FOR UNITS ORDERED WITHOUT AN ENCLOSURE.
STONE GAIRD CAN BE ORDERED AS AN OPTION FOR UNITS WITHOUT AN ENCLOSURE.
- SEE DRAWING OC3850 FOR DUCT REMOVAL. REMOVAL OF FRONT DUCT WILL PROVIDE ACCESS TO MUFFLERS FOR SERVICING.

* NOTE: DIMENSIONS ARE TO THE CENTER OF THE OUTLET ON THE EXHAUST MANIFOLD. DIMENSIONS SHOULD BE USED AS A REFERENCE WHEN EXHAUST SYSTEM IS NOT ORDERED. APPLIES TO OPEN SET ONLY.

RADIATOR END VIEW WITH STONE GAIRD OPTION



LEFT SIDE VIEW



QUOTATION



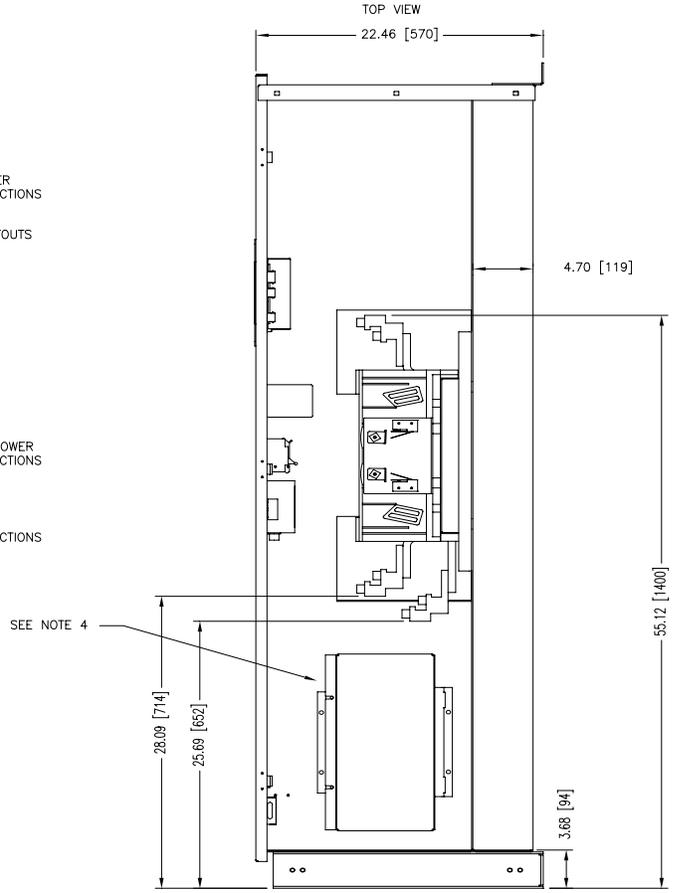
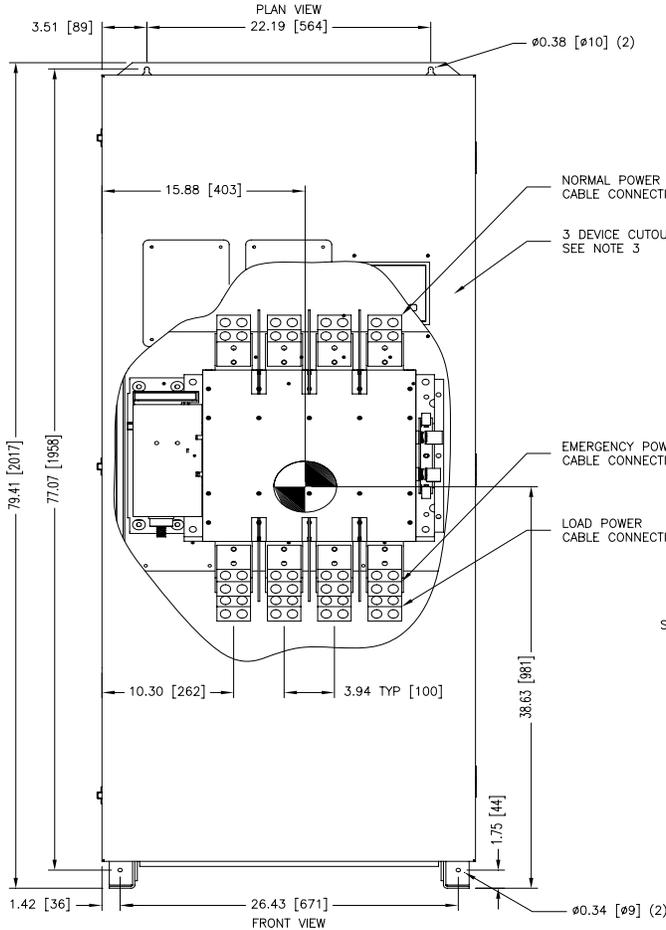
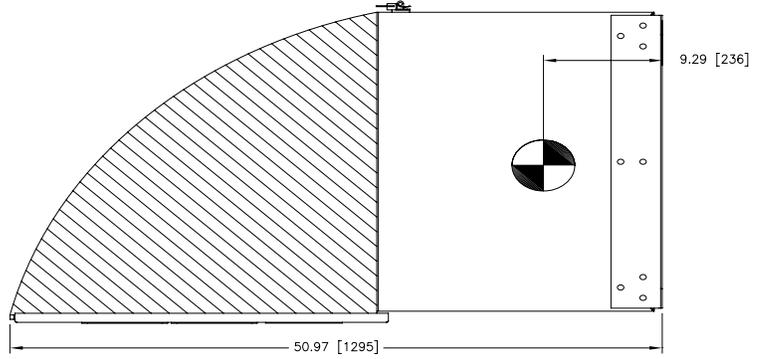
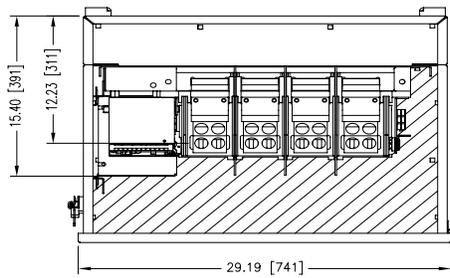
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Mossville, IL 61552-0470
Email: Weber_Jason_L@cat.com
Phone: (309) 578-4852

Attachment B

Automatic Transfer Switches:

- (1) 600Amp, 480/277V, 3ph, 4W, 4 poles, open transition, automatic transfer switch in a NEMA 1 rated enclosure.

- (1) 225 Amp, 480/277V, 3ph, 4W, 4 poles, open transition, automatic transfer switch in a NEMA 1 rated enclosure.



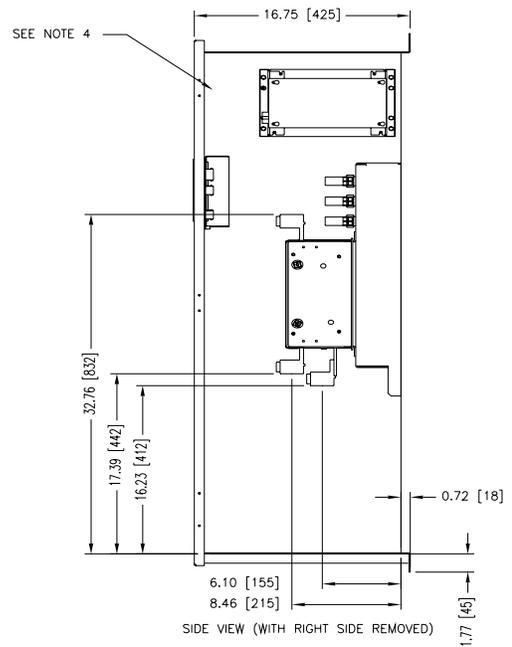
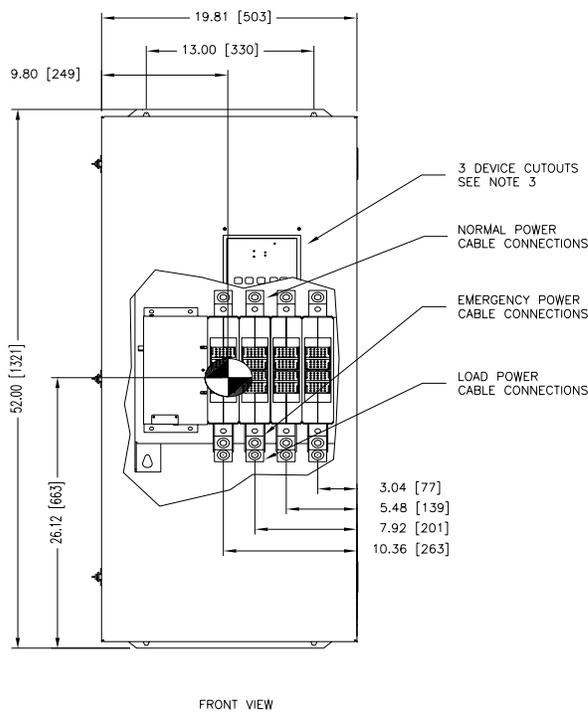
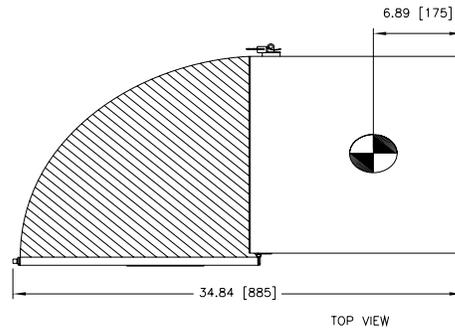
REQUIRED FOR SEISMIC, RECOMMENDED FOR ALL APPLICATIONS: (4) 5/16-13UNC GRADE 5 OR BETTER HEX HEAD BOLTS AND WASHERS. THESE BOLTS ARE TO BE TORQUED TO 75 FT. LBS. (102 NM).
APPROXIMATE SHIPPING WEIGHT IS 650 LBS (295 KG)

- NOTES:
1. DIMENSIONS SHOWN IN INCHES [MILLIMETERS]
 2. CENTER OF GRAVITY.
 3. AUTOMATIC CONTROLS PROVIDED.
 4. TRANSFORMER PACK IS NOT INCLUDED WITH 240/120V, 1 PHASE OR 208/120V, 3 PHASE SYSTEMS.

DWG: 67B8431
REV: 02

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PREPARED BY TL63	DATE 01/13/11	Eaton Corporation			
APPROVED BY	DATE	JOB NAME Colonial School District			
		DESIGNATION 600A			
VERSION 7.4		TYPE		DRAWING TYPE Customer Appr.	
NEG-ALT NUMBER TL630113T101-0000	REVISION	DWG SIZE A	G.O.	ITEM	SHEET 1 OF 1



REQUIRED FOR SEISMIC, RECOMMENDED FOR ALL APPLICATIONS: (4) 1/2-13UNC GRADE 5 OR BETTER HEX HEAD BOLTS AND WASHERS. THESE BOLTS ARE TO BE TORQUED TO 75 FT. LBS. (102 NM).
 APPROXIMATE SHIPPING WEIGHT IS 254 LBS (115 KG)

NOTES:

1. DIMENSIONS SHOWN IN INCHES [MILLIMETERS]
2. CENTER OF GRAVITY.
3. AUTOMATIC CONTROLS PROVIDED.
4. TRANSFORMER PACK IS NOT INCLUDED WITH 240/120V, 1 PHASE OR 208/120V, 3 PHASE SYSTEMS.

DWG: 67B8428
 REV: 02

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	APPROVED BY	DATE	JOB NAME Colonial School District	DESIGNATION 225A	
	VERSION 7.4	TYPE	DRAWING TYPE Customer Appr.		
NEG-ALT NUMBER TL630113T101-0000	REVISION	DWG SIZE A	G.O.	ITEM	SHEET 1 OF 1

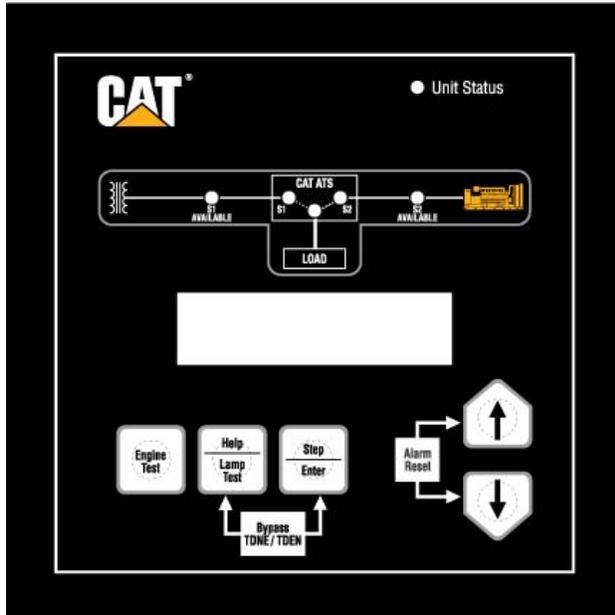


Image Shown may not Reflect Actual Package

ATC-300 CONTROLLER

The ATC-300 is a comprehensive and multifunctional microprocessor-based ATS controller. It is a compact and self-contained panel-mounted device that is designed to replace traditional relay and solid-state logic panels.

The ATC-300 Controller provides programmed flexibility to address the needs of any system. It operates from all system voltages between 120 to 600V, single-phase and three-phase at 50 or 60 Hz. In addition, a period of no control power is provided. The controller monitors the condition of the three-phase line-to-line voltage and frequency of Source 1 and Source 2 power sources and can be programmed for single-phase operation. The ATC-300 Controller provides the intelligence to insure that the ATS operates properly through a series of programmed sensing and timing functions.

FEATURES

- Auxiliary relay contacts:
 - Source 1 present 2NO and 2NC
 - Source 2 present 2NO and 2NC
- Source 1 and source 2 sensing:
 - Undervoltage / underfrequency
 - Overvoltage / overfrequency
 - Three-phase rotation protection
 - Three-phase voltage unbalance/loss
- Pretransfer signal contacts 1NO and 1NC
- Go to emergency (Source 2)
- Seven field-programmable time delays
- LCD-based display for programming, system diagnostic and help message display
- Mimic diagram with source available and connected LED indication
- Time-stamped history log
- System test pushbutton
- Programmable plant exercise (off, daily, 7, 14 and 28 day) interval selectable run time 0-600 minutes no load/load with fail-safe
- Integral overcurrent protection (optional)
- In-phase transition
- Stainless steel cover for controller (optional)

ATC-300 CONTROLLER SPECIFICATIONS

Description	Specification	Parameters Setpoints
Input control voltage	65 to 145 Vac 50/60 Hz	TDNE 0 to 1800 seconds
Voltage measurements of	Source 1 V_{AB} Source 2 V_{AB} Source 1 V_{BC} Source 2 V_{BC} Source 1 V_{CA} Source 2 V_{CA}	TDEN 0 to 1800 seconds TDEC 0 to 1800 seconds TDES 0 to 120 seconds TDN 0 to 120 seconds
Voltage measurement range	0 to 790 Vac rms (50/60 Hz)	TDEF 0 to 6 seconds
Voltage measurement accuracy	±2% of nominal input voltage	In-phase Enabled or disabled
Frequency measurement for	Source 1 and Source 2	In-phase frequency difference 0.0 to 3.0 Hz
Frequency measurement range	40 Hz to 70 Hz	Sync time 1 to 60 minutes
Frequency measurement accuracy	±0.1 Hz	Pretransfer signal service 0 to 120 seconds
Undervoltage dropout range	50% to 90% of nominal voltage	Plant exerciser Disabled, 7, 14 or 28-day intervals, 0–600 minutes, load or no load
Undervoltage pickup range	(Dropout +2%) to 99% of the nominal system voltage	Sensing Three-phase or single-phase
Overvoltage dropout range	105% to 120% of nominal voltage	System selection Utility—utility or utility—generator
Overfrequency dropout range	103 to 110% of the nominal system frequency	Engine test mode Disabled, load or no load
Overfrequency pickup range	101% to (dropout –1 Hz) of the nominal system frequency	
Underfrequency dropout range	90 to 97% of the nominal system frequency	
Underfrequency pickup range	(Dropout +1 Hz) to 99% of the nominal system frequency	
Overfrequency pickup range	101% to (dropout –1 Hz) of the nominal system frequency	
Operating temperature range	–20 to +70°C (–4 to +158°F)	
Storage temperature range	–30 to +85°C (–22 to +185°F)	
Operating humidity	0 to 95% relative humidity (noncondensing)	
Operating environment	Resistant to ammonia, methane, nitrogen, hydrogen and hydrocarbons	
Generator start relay	5A, 1/6 hp @ 250 Vac/5A @ 30 Vdc with a 150W maximum load	
K1, K2, pretransfer, alarm relays	10A, 1–3 hp @ 250 Vac/10A @ 30 Vdc	
Applicable testing	UL-recognized component Meets intent of UL 991, 1008 Meets IEC 1000-4-2, 1000-4-3, 1000-4-4, 1000-4-5, 1000-4-6, 1000-4-11 Meets CISPR 11, Class A Complies with CSA 22.2-178 Complies with FCC Part 15, Class A	
Enclosure compatibility	NEMA 1, NEMA 3R and NEMA 12 UV-resistant ATC-300 faceplate	

PRODUCT SPECIFICATIONS



ATC-300 CONTROLLER SETPOINTS

Setpoint	Units	Description	Range	Factory Default
New password	Four digits	Set new password	0000 to 9999	300
TDES	Minutes: seconds	Time delay engine start	0 to 120 seconds	0:03
TDNE	Minutes: seconds	Time delay normal to emergency	0 to 1800 seconds	0:00
TDEN	Minutes: seconds	Time delay emergency to normal	0 to 1800 seconds	5:00
TDEC	Minutes: seconds	Time delay engine cool off	0 to 1800 seconds	5:00
NOM FREQ	Hertz	Nominal frequency	50 or 60 Hz	As ordered
NOM VOLTS	Volts	Nominal voltage	120 to 600 Volts	As ordered
S1 UV DROP	Volts	Source 1 undervoltage dropout range	78 to 97% of nominal system voltage	85%
S2 UV DROP	Volts	Source 2 undervoltage dropout range	78 to 97% of nominal system voltage	85%
S1 UV PICK	Volts	Source 1 undervoltage pickup range	(Dropout +2%) to 99% of nominal system voltage	90%
S2 UV PICK	Volts	Source 2 undervoltage pickup range	(Dropout +2%) to 99% of nominal system voltage	90%
S1 OV DROP	Volts	Source 1 overvoltage dropout range	105 to 110% of nominal system voltage	110%
S2 OV DROP	Volts	Source 2 overvoltage dropout range	105 to 110% of nominal system voltage	110%
S1 OV PICK	Volts	Source 1 overvoltage pickup range	103% to (dropout -2%) of nominal system voltage	105%
S2 OV PICK	Volts	Source 2 overvoltage dropout range	103% to (dropout -2%) of nominal system voltage	105%
S1 UF DROP	Hertz	Source 1 underfrequency dropout range	90 to 97% of nominal system voltage	90%
S2 UF DROP	Hertz	Source 2 underfrequency dropout range	90 to 97% of nominal system voltage	90%
S1 UF PICK	Hertz	Source 1 underfrequency pickup range	(Dropout +1 Hz) to 99% of nominal system voltage	95%
S2 UF PICK	Hertz	Source 2 underfrequency pickup range	(Dropout +1 Hz) to 99% of nominal system voltage	95%
S1 OF DROP	Hertz	Source 1 overfrequency dropout range	103 to 105% of nominal system frequency	105%
S2 OF DROP	Hertz	Source 2 overfrequency dropout range	103 to 105% of nominal system frequency	105%
S1 OF PICK	Hertz	Source 1 overfrequency pickup range	101% to (dropout -1 Hz) of nominal system frequency	102%
S2 OF PICK	Hertz	Source 2 overfrequency pickup range	101% to (dropout -1 Hz) of nominal system frequency	102%
PLANT EXER	Days	Plant exerciser programming	Off, daily, 7-day, 14-day or 28-day	OFF
PE LOAD XFR		Plant exerciser load transfer	0 or 1 (1 = yes)	0
PE DAY	Days	Plant exerciser day of the week	1 Sun, 2 Mon, 3 Tues, 4 Wed, 5 Thu, 6 Fri or 7 Sat	
PE HOUR	Hours	Plant exerciser hour	0 to 23	0
PE MINUTE	Minutes	Plant exerciser minute	0 to 59	0
TEST MODE		Test mode	0, 1 or 2 (2 = no load engine test, 1 = load engine test, 2 = disabled)	0
TER	Hours: minutes	Engine run test time	0 min to 600 min	5:00
TPRE	Minutes:Seconds	Pretransfer delay timer	0 sec to 120 sec	0:00
PHASES		Three-phase or single phase	1 or 3	As ordered
VOLT UNBAL	Volts	Volts unbalanced	0 or 1 (1=enabled)	0:00
UNBAL DROP %	Percent	Percent for unbalanced voltage dropout	5 to 20% of phase-to-phase voltage unbalances	20%
UNBAL PICK%	Percent	Percent for unbalanced voltage pickup	Dropout minus (UNBAL DROP % -2) to 3%	10%
UNBAL DELAY	Seconds	Unbalanced delay timer	10 to 30	0:20
TDEF	Seconds	Time Delay emergency fail timer	0 to 6 sec	6
IP FREQ DIFF	Hertz	In-phase transition frequency difference	0.0 Hz to 3.0 Hz	1
SYNC TIME	Minutes	In-phase transition synchronization timer	1 min to 60 min	5
PHASE REV		Phase reversal	OFF,ABC,CBA	OFF
DST ADJUST		Daylight savings	0 or 1 (1 = enabled)	1
LANGUAGE		Selected language	English, French or Spanish	English

PRODUCT SPECIFICATIONS



ATC-300 CONTROLLER SETPOINTS-CONTINUED

Setpoints	Setpoint Units	Description	Range	Factory Default
CHANGE TIME/DATE?		Set time and date	0 to 23	Eastern Standard Time
	Hours	Set hour	0 to 59	Eastern Standard Time
	Minutes	Set minute	Sun, Mon, Tues, Wed, Thu, Fri or Sat	Eastern Standard Time
	Weekday	Set weekday	Jan or 01	Eastern Standard Time
	Month	Set month	1 to 31	Eastern Standard Time
	Day	Set day	Current Year	Eastern Standard Time
	Year	Set year		
RESET SYSTEM COUNTERS?			Yes or no	No
RESET ALL?		Resets all system counters	Yes or no	No
RESET ENGINE RUN?	Hours	Resets ENGINE RUN counter	0 to 9999	XXXX
RESET S1 CONN	Hours	Resets S1 CONN counter	0 to 9999	XXXX
RESET S2 CONN	Hours	Resets S2 CONN counter	0 to 9999	XXXX
RESET S1 AVAIL	Hours	Resets S1 AVAIL counter	0 to 9999	XXXX
RESET S2 AVAIL	Hours	Resets S2 AVAIL counter	0 to 9999	XXXX
RESET LOAD ENERG	Hours	Resets LOAD ENERG counter	0 to 9999	XXXX
RESET TRANSFERS	Hours	Resets TRANSFERS counter	0 to 9999	XXXX
SAVE SETPOINTS		Save changed setpoints	Yes or no	Yes

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www.Cat-ElectricPower.com

QUOTATION



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Mossville, IL 61552-0470
Email: Weber_Jason_L@cat.com
Phone: (309) 578-4852

Attachment C

Caterpillar Warranty Statement

Two (2) year 100% parts and labor standard warranty on Caterpillar generator sets for standby duty.

Effective with sales to the first user on or after December 1, 2010

CATERPILLAR LIMITED WARRANTY

Industrial, Petroleum, Locomotive, and Agriculture Engine Products and Electric Power Generation Products Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new and remanufactured engines and electric power generation products sold by it (including any products of other manufacturers packaged and sold by Caterpillar), to be free from defects in material and workmanship.

This warranty does not apply to Caterpillar Motoren (CM) product; engines sold for use in on-highway vehicle or marine applications; engines in machines manufactured by or for Caterpillar; 3500 and 3600 Family engines used in locomotive applications; 3000 Family engines, C0.5 through C4.4 and ACERT (C6.6, C7, C7.1, C9, C9.3, C11, C13, C15, C18, C27, and C32) engines used in industrial applications; or Cat batteries. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

- For new industrial engines, engines in a petroleum applications or Petroleum Power Systems, or engines in a Locomotive application, or Uninterruptible Power Supply (UPS) systems, the warranty period is 12 months after date of delivery to the first user.
- For Mobile Agricultural applications the warranty period is 24 months after date of delivery to the first user.
- For controls only (EPIC), configurable, and custom switchgear products, as well as automatic transfer switch products, the warranty period is 24 months after date of delivery to the first user.
- For electric power generation products in prime or continuous applications the warranty period is 12 months. For standby applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.

- For all Remanufactured Generator (GenEnds) products in prime or continuous applications the warranty period is 12 months. For standby applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.
- For all Remanufactured engines, the warranty period is 6 months (12 months for mobile agricultural and standby electric power generation applications) after date of delivery to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, Remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.
- Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.
- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
 - Provide reasonable and customary labor needed to correct the defect, including labor to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems, if required.

For new 3114, 3116, and 3126 engines and electric power generation products (including any new products of other

manufacturers packaged and sold by Caterpillar):

- Provide travel labor, up to four hours round trip, if in the opinion of Caterpillar, the product cannot reasonably be transported to a place of business of a Cat dealer or other source approved by Caterpillar (travel labor in excess of four hours round trip, and any meals, mileage, lodging, etc. is the user's responsibility).

For all other products:

- Provide reasonable travel expenses for authorized mechanics, including meals, mileage, and lodging, when Caterpillar chooses to make the repair on-site.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities," including costs beyond those required to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems.
- Travel or transporting costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

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- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.

- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repairs or adjustments, and unauthorized fuel setting changes.

- Damage to parts, fixtures, housings, attachments, and accessory items that are not part of the engine or electric power generation product (including any products of other manufacturers packaged and sold by Caterpillar).
- Repair of components sold by Caterpillar that is warranted directly to the user by their respective manufacturer. Depending on type of application, certain exclusions may apply. Consult your Cat dealer for more information.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., Engine Division, P. O. Box 610, Mossville, IL 61552-0610, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Cat dealer.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

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CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

SECTION 260612:
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FOR
OWNER FURNISHED EQUIPMENT