

March 30, 2012

**REQUEST FOR PROPOSAL
RFP #CML 12-012
Hilliard Lighting Upgrade Project**

**Submittal Due Date:
April 20, 2012
12:00 Noon**

Purchasing Division, Finance Department
Wanda Dixon, Purchasing Administrator
Telephone: (614) 849-1034
Facsimile: (614) 849-1134
E-mail: purchasing@columbuslibrary.org



COLUMBUS
METROPOLITAN
LIBRARY

REQUEST FOR PROPOSAL

The Columbus Metropolitan Library (CML) is seeking sealed, signed, written proposals for **Hilliard Lighting Upgrade** according to the scope of work described in the documents included with this Request for Proposal (RFP). The Proposal Identification Number is RFP #CML 12-012. An original and two (2) signed copies are required.

Sealed proposals will be received at the Security Desk, First Floor, Columbus Metropolitan Library, 96 S. Grant Avenue, Columbus, OH 43215 no later than 12:00 noon local time, April 20, 2012. Any proposals arriving after 12:00 noon will be marked late, and will receive no consideration for selection.

Any questions or clarifications regarding this RFP should be sent to purchasing@columbuslibrary.org. All questions should be submitted a minimum of five (5) days prior to the opening of the RFP.

The Offeror declares to have read and understood and agrees to be bound by all the instructions, terms, conditions and specifications of this Request for Proposals and agrees to fulfill the requirements of any contract awarded at the prices proposed. The bidder certifies, by signature affixed to its Proposal that the information provided by it in its bid including certified statements, is accurate and complete.

Federal Taxpayer Identification Number (TIN)		
Name of person signing bid proposal (Please print or type)	Title	
Bidding company		
Mailing address		
City	State	ZIP
Telephone	Toll Free Telephone	
Contact Person	Fax Number	
E Mail address		
Authorized Signature (Original signature only) Please use Blue Ink.		

NOTICE TO BIDDERS

Sealed bids will be received by mail at the Office of the Fiscal Officer, Board of Trustees, or delivered to the first floor Security Desk at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio, 43215-4781 until 12:00 (twelve o'clock) noon, local time Friday, April 20, 2012 and will be publicly opened and read immediately thereafter for all labor, material and services necessary for the:

Hilliard Lighting Upgrade Project

all in accordance with the documents provided by Kramer Engineering and any addenda thereto for said work. A single award to one contractor will be made for the work.

Documents may be examined at the Finance Department, Second Floor, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215-4781

Contract documents, plans and specifications are available on our website at <http://www.columbuslibrary.org/about/doing-business>

All bids must be accompanied by a Bid Guaranty in the form of a Bid Guaranty and Performance Bond in the total amount of the bid (base bid plus add alternate) or a Certified or Cashier's Check or Letter of Credit in the amount of 10% of the total amount of the bid (base bid plus add alternates).

The Project is subject to Chapter 4115 of the Ohio Revised Code regarding Prevailing Rates of Wages.

The total estimate for this project : \$55,000

A **MANDATORY PRE-BID CONFERENCE** will be held on April 5, 2012 at 11:00 am to answer any questions pertaining to the project. The conference will be held at the Columbus Metropolitan Library, 96 S. Grant Avenue, Columbus, OH 43215.

No Bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. The Owner reserves the right to waive irregularities and to reject any or all bids.

By order of the Board of Trustees
Columbus Metropolitan Library
Steve Rasmussen, President
Dewitt Harrell, Fiscal Officer

Instructions to Offerors
For the Purchase of Specified Equipment, Supplies, and/or Services

1. Complete the Proposal Cover Sheet with Authorized Signature and include all supporting documentation described in the Scope and Requirements.
 - a. Offerors must submit a complete, signed, and sealed proposal, which at a minimum should include all the pages of the RFP that require the Offeror to respond and any additional information required by the RFP.
 - b. Proposals must be signed in ink, blue preferred, on the appropriate page of the RFP.
 - c. The term "Offeror" refers to any entity or individual submitting a Proposal in response to the RFP for the purchase by the Columbus Metropolitan Library (CML) of equipment, services and/or supplies.
 - d. When both words and numbers are used to describe the amount proposed for the equipment, services and/or supplies, and there is a discrepancy between the words and numbers stated on any of the pages included with the Proposal, the CML reserves the right to ask the Offeror to clarify and confirm any of the amounts stated in the Proposal.
 - e. **CML will not consider proposals submitted without all of the required information and pricing.**
 - f. If the RFP documents provide that the Offeror may submit pricing and information for different options specified, and the Offeror does not intend to submit pricing for one of those options, the Offeror is instructed to insert "NO PROPOSAL SUBMITTED" or "NO PROPOSAL" on that pricing sheet or to otherwise indicate clearly that the Offeror is not submitting a proposal for this option. Insertion of "0" will be interpreted by CML to mean that the equipment, supply, or service will be provided at no cost.
2. CML must receive Proposals no later than 12:00 noon on the day proposals are due. Before this deadline, Proposals may be delivered to the location and address identified in the following paragraph during CML's normal business hours, which are Monday through Friday, from 8:00 AM through 5:00 PM, except for CML-observed Holidays.
3. Proposals must be delivered to the following address and location: Columbus Metropolitan Library, Security Desk, First Floor, 96 South Grant Avenue, Columbus, Ohio 43215. Each Offeror is responsible for the delivery of its Proposal to the correct address and location prior to the time and date specified in the RFP.
4. Each Proposal must be delivered in a sealed envelope or similar sealed container with the proposal identification number clearly marked on the exterior. If an Offeror uses an express mail or courier service, the proposal identification number must be clearly marked on the exterior of the express mail or courier envelope or must be in a sealed envelope inside the express mail or courier service with the proposal identification number clearly marked on the inside of the envelope. A Proposal that is not properly and clearly marked and is inadvertently opened before the scheduled opening time may be disqualified without additional consideration. **Proposals may not be sent by e-mail or by fax.**
5. A list of Offerors will be prepared and provided upon request within a reasonable time after the receipt of Proposals.
6. The Offeror may request clarification. If an Offeror discovers an inconsistency, error or omission in the RFP, the Offeror should request clarification from the CML Purchasing Division as indicated on the front page of this RFP. Offerors should make their requests for clarification a minimum of five (5) business days before the deadline for submission of Proposals. No other form of clarification is acceptable. Failure of the Offeror to comply may result in the Offeror being deemed not responsive.

7. When it is necessary to modify an RFP, CML will do so by written addendum only. The written addendum will be provided by fax, e-mail, or regular mail to all Offerors that are provided with a copy of the RFP by the CML. Upon receipt of the RFP, each Offeror shall provide CML with the name and contact information for the individual to receive any addendum issued by CML related to the RFP. CML will make every reasonable effort to issue any addendum prior to 48-hours before the deadline for submission of proposals; however, issuance of an addendum within the 48-hour period prior to the deadline shall not result in an automatic extension of the deadline for any specified period of time.

8. An Offeror is not entitled and shall not be compensated for damages arising from inaccurate or incomplete information in the RFP specifications or from inaccurate assumptions based upon the specifications.

9. CML will select the Offeror to provide the specified equipment, supplies, and services whose Proposal is determined to be the most advantageous to CML, as determined by CML in its discretion after considering the amount of the Proposal, the responsiveness of the Offeror, and the responsibility of the Offeror, as described in the following Paragraphs 10 through 12, as well as other considerations such as warranty, proximity to the CML or the branches or other locations that are covered by the RFP, and other items relevant to the equipment, services or supplies to be purchased. The lowest Proposal may not be the Proposal that is the most advantageous to the CML. To protect the integrity of the competitive process, the Proposals will be closed for public review once the evaluation and selection process begins. CML reserves the right to conduct discussions and further negotiations with one or more of the Offerors after review and evaluation of the Proposals submitted. Such further negotiations may result in a different price for the contract awarded from the amount stated in the Proposal of the Offeror determined to have submitted the Proposal that is most advantageous to CML.

10. An Offeror is lowest if its Proposal offers the lowest-cost equipment, supply, or service in comparison to all other Offerors. While Offerors may offer discounts for prompt payment and other similar incentives, discounts and incentives will not be used to determine the lowest cost Proposal, unless the incentive, discount, and/or incentive amount is included in the amount stated in the Proposal.

11. An Offeror is responsive if its Proposal responds to the specifications in all material respects and contains no irregularities or deviations to the specifications that would affect the amount of the Proposal or otherwise give the Offeror an unfair competitive advantage.

12. CML's determination of an Offeror's responsibility will include the following factors, as appropriate to the equipment, supplies, services, material, or products specified:

- A. The experience of the Offeror
- B. The Offeror's financial condition
- C. The Offeror's conduct and performance of previous contracts
- D. The Offeror's facilities
- E. The Offeror's management skills and product knowledge
- F. The ability of the Offeror to execute the contract properly
- G. Review of the Federal Debarment List and the Ohio Finding for Recovery Regulations

13. CML may reject any or all Proposals. The basis for rejection of a Proposal may include, but is not limited to, one or more of the following circumstances:

- A. The Proposal offers equipment, supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the RFP.
- B. The price of the lowest responsive and responsible Proposal is excessive in comparison with market conditions or with CML's budget.
- C. If CML determines that in the evaluation process the awarding of a contract for the equipment, services and/or supplies is not advantageous to CML.

D. The Offeror is not determined to be responsible, applying the criteria listed above in Paragraph 12.

Notwithstanding the foregoing, CML reserves the right to conduct negotiations and discussions with one or more of the Offerors after the opening and review of Proposals and to select an Offeror to provide all or part of the equipment, supplies and/or services specified in the RFP, pursuant to a contract with CML.

14. Offerors shall not insert a unit of cost of more than five (5) digits to the right of the decimal point. Digits beyond 5 digits will be dropped and not used in the evaluation.

15. Unless otherwise stated, the usage indicated for each item is to be considered an estimate only and should be considered as information relative to potential purchases that may be made from this contract. CML makes no representation or guarantee as to the actual amount of the items to be purchased.

16. An Offeror may withdraw its Proposal, by written request, any time after CML receives the bid and before opening.

17. An Offeror may withdraw its Proposal, by written request, after the scheduled opening if there is reasonable proof that an inadvertent mistake was made and the correction cannot be determined with reasonable certainty. "Inadvertent" means inattentive or unobservant, heedless, due to an oversight; unintentional. If CML suspects the lowest Proposal contains a mistake, CML may ask the Offeror for written confirmation of its Proposal.

18. If an Offeror withdraws its Proposal prior to opening and resubmits it with revisions, the revisions should be clearly identified and signed or initialed by the Offeror. The omission of an Offeror's signature or initials to a modification may result in the Proposal being determined to be not responsive. Any corrections must be completed off the premises of CML.

19. CML, in its sole discretion, may permit an Offeror alleging an inadvertent error to correct its Proposal after opening.

20. Proposals are irrevocable by the Offeror for 90 Days after opening, subject to any subsequent negotiations and discussions between the CML and each Offeror. Beyond this 90-day period, if no subsequent negotiations have taken place, Offerors will have the option to provide the specified services and honor the price stated in their Proposal, or make a written request to withdraw their Proposal from consideration.

21. Offerors are required to comply with all of the terms and conditions of the RFP whether the Offeror had actual knowledge of the terms and conditions of the RFP and regardless of any statement or omission in the bid that might indicate an Offeror's contrary intention. CML will not agree to any additional or inconsistent terms or conditions proposed by the Offeror, unless CML has reviewed the additional or inconsistent terms and conditions and determined that it is most advantageous to CML to explore the options with all Offerors and provide all Offerors the opportunity to respond to such additional terms and conditions as CML determines is most advantageous to its needs. The terms and conditions of the RFP prevail over any inconsistent or additional terms or conditions of the RFP proposed by the Offeror, in the absence of CML's decision, in its sole discretion, to explore such inconsistent or additional terms or conditions proposed by an Offeror.

22. CML may request additional information to evaluate an Offeror's responsiveness to the RFP or to evaluate the Offeror's responsibility. If an Offeror does not provide the requested information, it may adversely impact CML's evaluation of the Offeror's responsiveness or responsibility.

23. CML may require Offerors, by the RFP or by request during the evaluation, to provide sample supplies or examples of work at the Offeror's expense.

24. CML assumes no responsibility for costs incurred by the Offeror prior to the selection by CML of the Offeror to receive any contract resulting from this RFP. Total liability of CML is limited to the terms and conditions of a resulting contract.

25. Contract. The Offeror determined by CML to have submitted the most advantageous proposal to the CML shall enter into a written contract with CML within 10 days after receipt of notice from CML, whereby the Offeror agrees to provide the specified equipment, supplies, and/or services pursuant to the terms and conditions and other requirements included with the RFP for the costs stated in the Proposal or otherwise agreed by CML and the Offeror.

26. Contract Bond. CML reserves the right to request that the Offeror provide a Contract Bond for payment and performance of the Offeror's obligations under the contract for which the Offeror is selected. The Offeror shall include with its Proposal the cost of such a Contract Bond as a separate item. The form of Contract Bond to be provided, if requested, by the Offeror is included with the RFP.

27. Non-Collusion. The Offeror and each person signing on behalf of the Offeror certifies, and in the case of a Proposal by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Proposal amount, any Unit Prices and any Alternate pricing in the Proposal (together referred to as the "Proposal Amount") have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Proposal with any other Offeror; (b) unless otherwise required by law, the Proposal Amount has not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to the opening of Proposals, directly or indirectly, to any other Offeror who would have any interest in the Proposal Amount; and (c) no attempt has been made or will be made by the Offeror to induce any other person or entity to submit or not to submit a proposal for the purpose of restricting competition. If CML learns that an Offeror has engaged in collusion in the preparation of its Proposal, or reasonably suspects the same, CML reserves the right to return the Proposal submitted without further review or consideration.

Specifications: The Purchasing Division is authorized to prepare specifications to obtain equipment, supplies and services for CML. The purpose of the specifications is to describe the equipment, supplies or services to be purchased and will serve as a basis for comparison of the Proposal submitted by each Offeror. CML may use any form of specification it determines to be in the best interest of CML and that best describes the equipment, supplies or services to be purchased. Specifications may be in the form of a design specification, a performance specification or combination thereof. If the Purchasing Division determines that a design, performance or combination specification is not in the best interests of CML, it may use brand name or equal specifications.

Where a brand name or equal specification is used, use of the brand name is for the purpose of describing the base standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent supplies or services to those designated will be considered by the CML in the selection of an Offeror to provide equipment, supplies, and/or services. However, the decision of the Purchasing Division with respect to whether or not a proposed product or service is equivalent shall be final. The Purchasing Division may also use a qualified products list of the Federal Government, the State of Ohio, or may develop a qualified products list applicable to CML. When developing a qualified products list, the Purchasing Division shall solicit a sufficient number of suppliers to insure coverage with providers of the equipment, supplies or services. Any supplier, not solicited, may request inclusion on the qualified products list. Potential suppliers will be required exact samples of the equipment, supplies or services to be provided for testing and examination by CML. **Only those supplies or services that conform to CML's requirements will be considered for inclusion on a qualified products list.** The Purchasing Division may also use a brand specific specification when it is determined that the identified brand name equipment, supplies or services will satisfy CML's need in the most cost-efficient manner, when emergency conditions will not permit the acceptance of alternate brand name supplies or services, and when there are two or more stocking distributors available to provide the required brand specific supplies or services. Final approval of the revisions to, and cancellation of, the specifications for equipment, supplies and services for the proposed criteria and methodology for establishing and maintaining a qualified list shall be the responsibility of the Purchasing Division.

Columbus Metropolitan Library
Purchasing Division, Finance Department

Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

Contract Components: This contract consists of the complete Request for Proposal (RFP), including the Instructions and Interpretations to Offeror, the Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications, and any written amendments to the RFP; the completed sealed written Proposal, including proper modifications, clarifications and samples; and applicable, valid Columbus Metropolitan Library (CML) purchase orders or other ordering documents (together referred to as the "Contract"). The terms solicitation and Request for Proposal (RFP) have similar meaning and are used interchangeably, where appropriate.

Entire Agreement; Parties to the Contract: This contract is the entire agreement between the individual or entity selected to provide equipment, supplies and/or services on the basis of a Proposal submitted to CML in response to an RFP (referred to as the Contractor in these Terms and Conditions) and Columbus Metropolitan Library (CML). References to "Offeror" in any of the contract components are deemed to refer to the Contractor selected to provide the specified equipment, supplies and/or services that are the subject of the Contract.

Contract Changes: Waivers, Changes or Modifications to this Contract must be made in writing and signed by both parties. If a party to this Contract does not demand strict performance of any item of this Contract, the party has not waived or relinquished any of its rights; the party may at any later time demand strict and complete performance of the term.

Contract Orders: CML will order supplies or services under this Contract from the Contractor directly. The Contractor may receive purchase orders by telephone, facsimile, electronically or in person by authorized employees of CML. The Contractor is not required to fill an order date more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for a quarterly delivery or quarterly service. Under a Contract that provides for quarterly delivery, the Contractor is not required to fill an order with a delivery date of more than 90 days beyond the date of Contract expiration, termination or cancellation.

Standard Invoice and Payment

Invoice: The Contractor shall submit two copies of invoices to Accounts Payable, Finance Department, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215. The invoice must be a proper invoice to receive consideration for payment. A "proper Invoice" is defined as being free of defects, discrepancies, errors or other improprieties. Improper invoices will be returned to the Contractor noting the areas of discrepancy.

Payment: In consideration for the Contractor's performance, CML will pay the Contractor at the rate specified in the contract. Payments will be made by check, or if specific agreement is made, by electronic funds transfer (EFT). For all transactions, the Contractor must have a valid W9 form on file with the Finance Department. The completed form should be mailed to: Finance Department, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215.

Payment Due Date: CML will pay invoices 30 days after it has received an invoice for supplies and services it has received and accepted.

Taxes: Columbus Metropolitan Library is exempt for all federal, state and local taxes as CML is part of Franklin County Government and has a 501 nonprofit status.

Term of Contract: This contract is effective upon the projected beginning date of the RFP Cover Page or upon signature of CML by the Fiscal Officer, whichever comes later in time. This Contract will remain in effect until the Contract is fully performed by both parties or cancelled in accordance with the Terms found herein.

Contract Renewal: This contract may be renewed solely at the discretion of CML for a period of one month. Any further renewals will be by agreement of both parties, any number of times for any period of time. The cumulative time of all renewals may not exceed two years.

Delivery

F.O. B. The Place of Destination: The Contractor must provide the supplies or services under this Contract F.O.B., the place of delivery/destination, unless otherwise stated. The address of delivery will be specified by the purchase order or other ordering document. Freight will be prepaid unless otherwise stated.

Time of Delivery: If the Contractor is not able to deliver the supplies or services on the date and time specified by CML ordering department on the ordering document, the Contractor must coordinate an acceptable date and time for delivery. If the Contractor is not able to, or does not, provide the supplies or services to an ordering department by the time and date agreed upon, CML may obtain any remedy provided below or any other remedy at law.

Minimum Orders-Transportation Charges: For purchase orders placed that are less than the stated minimum order, the transportation will be prepaid and added to the invoice by the Contractor to the delivery location designated in the ordering documents. Shipment is to be made by private or commercial freight service, airmail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the item. Failure of the Contractor to utilize the most economical mode of transportation shall result in the Contractor reimbursing CML the difference between the most economical mode of transportation and the mode of transportation used by the contractor. Failure to reimburse CML shall be considered a default.

Contract Cancellation; Termination; Remedies

Contract Cancellation: If a Contractor fails to perform any one of its obligations under this Contract, it will be in default, and CML may cancel this Contract in accordance with this section. The cancellation will be effective on the date delineated by CML.

- A. **Contract Performance is Substantially Endangered.** If the Contractor's default is substantial and cannot be cured within a reasonable time, or if CML determines that the performance of the contract is substantially endangered through no fault of CML, CML may cancel this Contract by written notice to the Contractor.
- B. **Cancellation by Unremedied Default:** If a Contractor's default may be cured with a reasonable time, CML will provide written notice to the Contractor specifying the default and the time within which the Contractor must correct the default. If Contractor fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Contractor. If CML does not give timely notice of default to Contractor, CML has not waived any of its rights or remedies concerning the default.
- C. **Cancellation by Persistent Default:** CML may cancel this Contract by written notice to Contractor for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Contractor of its third default, CML may cancel this Contract without providing Contractor with an opportunity to cure, if the Contractor defaults a fourth time. CML shall provide written notice of the termination to the Contractor.
- D. **Cancellation for Financial Instability:** CML may cancel this Contract by written notice if Contractor does not pay its subcontractors and material suppliers within 10 days of payment to the Contractor by CML. To the extent permitted by law, CML may cancel this Contract by written notice to Contractor if a petition in bankruptcy or similar proceedings has been filed by or against the Contractor.

Contract Termination: CML may terminate this Contract for convenience after issuing 30 days written notice to the Contractor.

Remedies for Default:

- A. **Actual Damages.** The Contractor is liable to CML for all actual and direct damages caused by the Contractor's default. CML may buy substitute supplies or services, from a third party, for those that were to be provided by the Contractor, and CML may recover the costs associated with acquiring substitute supplies or service, less any expenses or costs saved by the Contractor's default, from the Contractor.
- B. **Deduction of Damages for Contract Price.** CML may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the Contract, after CML has provided prior written notice to Contractor of such default and intent to deduct damages from the Contract Price.

Force Majeure: If CML or Contractor is unable to perform any part of its obligation under this Contract by reason of force majeure, the party is excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: Acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather; explosions; arrests; restraint of government and people; strikes; and any other like events or any other cause that could not be reasonable foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

CML Consent to Assign or Delegate. The Contractor may not assign any of its rights under this contract unless CML consents to the assignment or delegation in writing. Any purported assignment or delegation made without CML's written consent is void.

Indemnification: Contractor will indemnify CML, its employees, members of the Board of Trustees, and its Officers and administrators for any and all claims, damages, lawsuits, costs, judgments, expenses, liabilities that may arise out of, or are related to, the Contractor's performance under this Contract, including the performance by Contractor's employees and agents and any individual or entity for which the Contractor is responsible.

Confidentiality: Contractor may learn of information, documents, data, records and other material that is confidential in the performance of this Contract. Contractor may not disclose any information obtained by it as a result of the Contract without written permission from CML. Contractor must assume that all CML information, documents, data, records or other material is confidential.

Publicity: Contractor and any of its subcontractors may not use or refer to this Contract to promote or solicit Contractor's or subcontractor's supplies or services. Contractor and its subcontractors may not disseminate information regarding this Contract, unless agreed to in writing by CML.

Governing Laws; Severability: The Laws of the State of Ohio govern this Contract, and venue for any dispute will be exclusively with the appropriate court of competent jurisdiction in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that the remaining provisions continue to make sense..

Workers Compensation: The Contractor shall carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the State of Ohio. Failure to maintain Workers Compensation Liability Insurance for the duration of the contract and any renewal hereto will be considered a default.

Automobile and General Liability Requirements: During the term of the Contract and any renewal hereto, the Contractor, and any agent of the Contractor, at its sole cost and expense, shall maintain a policy of automobile

liability and commercial general liability insurance as described in this clause. Copies of the respective insurance certificates shall be filed with the Purchasing Division within seven (7) calendar days after notification by the CML of its selection of the Contractor to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period will result in the Offeror's Proposal not being considered. Said certificates are subject to the approval of the CML Manager of Purchasing and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Manager of Purchasing. Failure of the Contractor to maintain this coverage for the duration of the Contract, and any renewals, thereto may be considered a default.

Automobile Liability: Automobile Insurance is required for anyone coming onto CML branches and/or property to deliver goods or perform services using a vehicle, which is owned, leased, hired, or rented by the Contractor. Any Contractor, broker, or subcontractor who will be on CML property, but not delivering goods or performing services, is required to carry Automobile Liability Insurance that complies with the state and federal laws regarding financial responsibility. Automobile liability insurance, including hired, owned, and non-owned vehicles used in connection with the Work, shall have a combined single limit coverage covering personal injury, bodily injury (including death) and property damage of not less than \$2,000,000 per accident.

Commercial General Liability: Insurance coverage with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate CML as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. The certificate shall be endorsed to reflect a per project/per location General Aggregate limit of \$2,000,000. If the Contractor uses an umbrella/excess policy to meet the required limits, it is understood that the policy shall follow from per project/per location basis. It is agreed upon that the Contractor's commercial general liability insurance shall be primary over any other coverage. The Purchasing Division reserves the right to approve all policy deductibles and levels of self-insurance retention.

Contract Compliance: The participating CML branches and departments will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. If a branch or department observes any infraction such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the infraction, the department/branch will notify the Purchasing Division in order to resolve the issues. These terms and conditions will be used by the Purchasing Division to resolve the issues.

Warranties: Unless otherwise stated, all supplies shall be new and unused. All products shall carry manufacturer's warranties in addition to implied warranties. The Contractor warrants all supplies to be free from defects in labor, material, and workmanship (manufacturing) and be in compliance with the contract specifications.

REFERENCES:

Offeror to provide three (3) references of recent successful performance where the requirements were similar to the CML's requirements as set out in the RFP. CML reserves the right to request site visits and demonstrations of existing Proponent operations.

CML reserves the right to contact any person(s), agency (ies) or firm(s) not listed as part of an independent review.

PROJECT TIMELINE:

The Purchasing Division expects to adhere to the tentative schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

Project Activity	Date
RFP Issued	March 30, 2012
Mandatory Prebid Conference	April 5 @ 11:00 am
RFP Due	April 20, 2012
Notify Successful and Unsuccessful Bidders	May 17, 2012

**SPECIFICATIONS
AND
DRAWINGS**

SUBMITTAL PROCEDURES

1.01 CONSTRUCTION SCHEDULE

- A. **Within 1 week** following the Pre-construction meeting, the lead contractor shall submit a construction schedule covering all divisions of the work and shall submit copies of this schedule to the Owner, the A/E and to all other subcontractors. Following approval by the A/E and the Owner, copies of the final schedule shall be distributed to all interested parties. The schedule shall be broken down to a degree which will permit proper and complete coordination of all trades in each division of work. Tentative dates for the interruption of services and key activities such as crane lifts, etc. shall be incorporated.

1.02 GENERAL

- A. Forward all submittals to the A/E with a completed transmittal form.

A/E: Kramer Engineers
394 Oak Street
Columbus, Ohio 43215
Voice: (614) 233-6911
Fax: (614) 233-6914

- B. Shop drawings and technical data to be provided as follows:

1. Submittals are required for all items of electrical equipment and products provided by this Contractor. Refer to each Section for additional requirements.
2. Submittals shall be referenced correctly to the Contract Documents.
3. Manufacturer's catalog cuts may be submitted for all standard catalogued equipment, provided that the item required to meet the project specifications is not modified in any way from the standard catalog version of said item. Cuts shall be clearly marked to indicate the version of said item. Cuts shall be clearly marked to indicate the exact size, type, rating, capacity, etc., of the item to be furnished.
4. Bind shop drawings/catalog cuts in folders with a title sheet and identification on front of the folder. Allow space for Contractor, Architect and Engineer review stamps.
5. All submittals must bear the handwritten signature of the Contractor and his stamp of approval before being considered for review.

1.03 TIMING OF SUBMITTALS

- A. Submit all shop drawings, samples, material lists, manufacturer's data and other required information at the preconstruction meeting or as soon as possible after award of the Contract and consistent with Overall Project Schedule.
- B. Make all submittals far enough in advance of scheduled dates of installation to provide the required time for reviews, testing, color selections, securing necessary approvals, possible revision and re-submittal, placing orders and securing delivery.
- C. The completion time of the Contract will not be extended for delays caused by tardiness of submittals. Costs of such delays shall not be borne by the Owner and may be back charged to the Contractor(s) as necessary.

1.04 SHOP DRAWINGS

- A. Make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.
- B. All shop drawings submitted shall bear Contractor's stamp of approval, and shall have space allowed for placement of A/E's stamp of approval.
- C. Submit six (6) copies of each drawing for each submittal or re-submittal.
 - 1. The A/E will review the shop drawings and return five (5) copies to the Contractor for appropriate action.

1.05 MANUFACTURER'S DATA, LISTS AND SCHEDULES

- A. Submit manufacturer's descriptive data including catalog sheets for materials or products, showing dimensions, locations and other pertinent data.
- B. All required lists and schedules shall be typewritten or neatly printed.
- C. All painting materials must have all ingredients completely listed in the submittals. The paint containers shipped to the project site must have the same information listed on all labels.
- D. Unless otherwise specified, submit six (6) copies of descriptive data, lists and schedules required to be retained by the A/E, and/or the Owner.

END OF SECTION

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Contractors shall provide and maintain temporary facilities as specified and as required for the progress and completion of the Work under this Contract. Contractor shall maintain and keep in clean working order any facilities provided by the Owner.
- B. Any Contractor requiring one of the temporary services before it can be provided as specified, or whose requirements with respect to a particular service differ from the service specified, shall provide such service at their own expense.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Provide and maintain all temporary facilities in compliance with governing rules, regulations, codes, ordinances and laws of agencies and utility companies having jurisdiction over work involved in the Project.
- B. Be responsible for all temporary work provided.
- C. Do not interfere with normal use of thoroughfares in vicinity of project site except as indicated on Drawings and/or as absolutely necessary to execute required work, and then only after proper arrangements have been made with authorities having jurisdiction, including traffic control as applicable.

1.03 SPECIAL PRECAUTIONS AND REQUIREMENTS

- A. Do not interfere with normal use of existing and adjacent buildings and existing driveway access to existing and adjacent buildings, except as absolutely necessary to execute required work involving such facilities, and then only after proper arrangements have been made with the Owner Project Manager and with persons in charge of existing facilities.
- B. Do not block existing required exits from any existing building.
- C. Any work required to be executed in existing buildings shall be confined to cause minimum interference and shall be isolated with suitable temporary barriers for protection of persons and existing construction from work operations.

1.04 TEMPORARY FIELD OFFICES

- A. The Electrical Contractor shall maintain a temporary office located inside mechanical room. The Contractors shall maintain a complete set of current Project Drawings and Specifications at this Office at all times. The Contractors shall also maintain a file with all approved Shop Drawings, permits and other data pertinent to the Work.

1.05 WATER FOR CONSTRUCTION

- A. The Owner shall provide for use of on-site water at designated locations, if required.
- B. The Owner shall pay the cost of temporary water used for house keeping, dust control, etc.

- C. Each Contractor shall be responsible for dispensing water from source furnished by the Owner.
- D. Contractor shall maintain adequate supply of drinking water on site.

1.06 TEMPORARY ELECTRICAL ENERGY AND LIGHT

- A. EACH CONTRACTOR: Arrange for use of existing building electrical service for their work as designated by Owner. Use will typically be from existing receptacles. All electrical current used shall be paid for by the Owner.
 - 1. Provide all temporary lights and wiring, including lamps, as required for adequate illumination to perform work and for safety of persons.
 - 2. Be responsible for a safe and satisfactory installation. Keep circuits properly fused at all times, and remove temporary provisions when permanent system(s) is (are) ready for use. No temporary wiring, devices, etc., shall be incorporated into permanent construction.
 - a. All temporary wiring and lighting shall comply with the requirements of state and local codes and with the National Electric Code.
 - 3. Replace damaged, lost or burned out lamps in permanent lighting fixtures used for temporary needs prior to Owner's acceptance of Work.
- B. ELECTRICAL CONTRACTOR: Be responsible for extension of electrical power from the source and related outlets provided by the Owner, except as otherwise noted, and for current characteristics other than that provided. Do not overload circuits.

1.07 TEMPORARY SANITATION ARRANGEMENTS

- A. The Electrical Contractor shall have access to toilet facilities within the building as directed by the Owner. Said facilities shall be maintained so as not to fall short of the Owner's standards.

1.08 TEMPORARY STORAGE

- A. ELECTRICAL CONTRACTOR: Provide suitable storage facilities for materials delivered to site and protect materials from weather and damage. Storage shall be within mechanical room or in room(s) as directed by the Owner. There will be no storage shed/trailer, storage on exterior site, dumpsters allowed, or storage of trash on exterior site. Trash shall be removed every day.

1.09 VEHICLE ACCESS

- A. Contractor shall use existing access into the facility without interfering with the normal use of roadway by employees, visitors, etc. There shall be no parking at the building or setting of vehicles or trailers other than for temporary loading and unloading.
- B. Each Contractor shall repair any damage to existing pavement, or landscaping when damage results from operations under their contract.

1.10 SCAFFOLDING, LADDERS AND HOISTING FACILITIES

- A. EACH CONTRACTOR: Provide all temporary cranes, scaffolding, ladders and hoists required during construction for Contractor's work, except as otherwise noted.

1.11 TEMPORARY BARRICADES AND ENCLOSURES

- A. EACH CONTRACTOR: Provide temporary safeguards as required to perform work, to provide safety of workers and the public, and to provide protection of work installed.

1.12 TEMPORARY SIGNS

- A. No signs will be permitted at the Project site, except those which are required for safety and protection of persons and property during construction.

1.13 RUBBISH REMOVAL

- A. ELECTRICAL CONTRACTOR: Provide means of removing rubbish resulting from work operations under this Contract from all parts of the building and other Contract areas as work progresses. Remove rubbish from site daily to avoid large accumulation. Do not burn or bury rubbish on site.

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

1.01 DESCRIPTION

- A. This section includes requirements regarding Contract Closeout and related matters.
- B. Additional provisions related to Contract Closeout are included in the General Conditions and other individual Sections of the Specifications.

1.02 CLEANING UP

- A. Additional provisions for cleaning up are included in General Conditions and in individual Sections of the Specifications.
- B. At the completion of the Work, remove all temporary facilities, trash and debris from construction operations. Leave the building and site clean, neat and ready for the subsequent occupancy and related work by the Owner.

1.03 PROJECT RECORD DOCUMENTS

- A. Record Drawings:
 - 1. Maintain one copy of drawings on job site to record any deviations from Contract drawings.
 - 2. Neatly and correctly enter in red pen any deviations on drawings and keep drawings available for inspection.
 - a. Record locations of concealed ducts, piping and valves.
 - b. Record Addendum and Change Order items.
 - 3. Record deviations made necessary to incorporate equipment different from base equipment specified.
 - 4. At completion of job and before final approval, make any final corrections to drawings, certify to the accuracy of each print by signature thereon and deliver same to A/E.

1.04 PUNCH LIST AND FINAL INSPECTION

- A. For additional provisions refer to the General Conditions.
- B. The Contractor and each subcontractor shall carefully and regularly check their work for conformance as the work is being done. Unsatisfactory work shall be corrected as the work progresses and not be permitted to remain and become a part of the Punch List.
- C. In accordance with requirements of the General Conditions, when the Contractor considers the Work to be substantially complete, the Contractor shall notify the A/E in writing that the work will be ready for final inspection on a definite date which shall be stated in such notice. Such notice shall be given at least ten (10) days prior to the date stated for final inspection.
 - 1. Written notice shall also be given to the Owner through the A/E by the Contractor upon completion of any work which was determined, in the above mentioned final inspection, to be incomplete, incorrect or unsatisfactory.
 - 2. On receipt of such notice from each Contractor, an additional inspection will be made to verify completion of all Contract requirements.

- D. It shall be noted here and emphasized that the Punch List is a function of each Contractor, and NOT the A/E! The A/E's role is that of an observer, to assure that the design intent is carried out, and as an Administrator of the Contract. Actual supervision is the responsibility of the Contractor.
- E. The A/E will review the Contractor's Punch Lists and verify substantial completion. The final inspection is intended to be a last review to determine that the work included in the Contract has indeed been executed in accordance with all of the Contract Documents. Requests to render a "Final Inspection" of an incomplete installation or to prepare the Contractor's Punch List will not be honored.

1.05 CONTRACTOR'S ONE YEAR GUARANTEE

- A. Each Contractor shall provide written guarantee of all material and workmanship in a form acceptable to the Owner at the completion of the project as approved by the A/E.

1.06 SUBMITTAL OF DOCUMENTS

- A. Operating and maintenance manuals:
 - 1. Submit three (3) bound copies, 8-1/2" x 11", in hard back 3-ring binders to the A/E for review and obtain receipt for delivery.
 - 2. Format of the manual shall be as follows:
 - a. First page: Title of Project, Project address, Owner, Date of Submittal, Name/Address/phone number of Contractor, Name/Address/phone number of Engineer.
 - b. Table of contents.
 - c. List of suppliers and subcontractors with the names, addresser, phone numbers and materials or work supplied.
 - d. Shop drawings, wiring diagrams, etc.
 - e. Operation and maintenance instructions or manuals.
 - f. Control diagrams and equipment.
 - g. Air and balance reports.
 - h. Valve charts.
 - i. Contractor's warranty and special manufacturer's warranties (i.e. compressors, VSDs, etc.).
 - J. special Affidavits and Certifications:
 - 1. Payment Release Affidavit
 - 2. Certification of Warranty Commencement
 - 3. Certification of Contract Completion
 - 4. Certification of Equipment Demonstration
 - k. Include special keys and wrenches.

1.07 INSTRUCTION OF PERSONNEL

- A. Contractor shall provide instruction and training if deemed necessary at no additional cost, as required and as outlined herein, in the proper use of all installed equipment to designated representative(s) of the Owner.

END OF SECTION

SECTION 260000 - GENERAL ELECTRICAL PROVISIONS

GENERAL

GENERAL REQUIREMENTS

The General Conditions and other Contract Documents as set forth in the foregoing pages are hereby incorporated into and become a part of the Specifications for work under this title, insofar as they apply hereto.

All Specifications under this Division Title are directed to and are the responsibility of the Electrical Contractor. Unless other trades or persons are specifically mentioned, "Electrical Contractor" is inferred and intended.

CONTRACT DRAWINGS

The Drawings accompanying these Specifications are complementary each to the other and what is called for by one shall be as if called for by both.

Consult all Contract Drawings which may affect the location of equipment, conduit and wiring and make minor adjustments in location to secure coordination.

Lighting layout is schematic and exact locations shall be verified in the field. Notify A/E of any discrepancies between the drawings and field conditions, and/or anything other than minor adjustments for approval.

The location of devices shown on the drawings is approximate. It is the intent of this contract to replace devices with new in existing locations. Additional devices to be added are indicated on the drawings as such and shall be field located to eliminate conflicts with existing equipment to remain.

MANUFACTURER'S DRAWINGS

Submit to the A/E for review, six (6) copies of Manufacturer's Drawings for the following items:

<u>ITEMS</u>	<u>TYPE SUBMITTALS REQUIRED</u>
Lighting Fixtures	Catalog Cuts
Lighting Controls	Catalog Cuts
Wiring Devices	Catalog Cuts
Wire/Cable	Catalog Cuts

Thoroughly review each submittal and indicate the exact item to be furnished. Each submittal shall be stamped with the Contractor's approval before submitting to the A/E.

A/E's review of Manufacturer's Drawings or Schedules shall not relieve the Contractor from responsibility for errors or omissions in Manufacturer's Drawing or Schedules and deviation from A/E Drawings or Specifications.

JOB-SITE COPY OF DOCUMENTS

Maintain at the site, one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other modifications in good order. The Drawing shall be marked to record all changes made during construction especially deviations made necessary to incorporate equipment different from base equipment specified. These shall be available to the A/E. The Drawings marked to record all changes made during construction shall be

delivered to the A/E for the Owner upon completion of the work. An additional set of drawings will be furnished by the A/E for this purpose upon request.

PRODUCTS

MATERIALS

All materials shall be new and undeteriorated and of a quality not less than the minimum specified.

Materials and equipment for which there are Underwriters' Laboratories Standard requirements, listing and labels, shall have listing of Underwriters' Laboratories and be so labeled.

GUARANTEES

The Electrical Contractor shall be responsible for all defects, repairs and replacements in materials and workmanship for a period of one (1) year after final written acceptance by the SAO Project Manager.

Product guarantees greater than one (1) year shall be passed along to the Owner for full benefit of the manufacturer's warranty.

QUANTITIES

Items may be referred to as singular or plural on the Drawings and in the Specifications. The Contractor is responsible for determining quantity of each item required.

EXECUTION

INSTALLATION

Furnish and install all necessary hangers, supports, straps, boxes, fittings and other similar appurtenances not indicated on the Drawings but which are required for a complete and properly installed system consistent with the Architectural treatment of the building.

Contractor shall inform himself fully regarding peculiarities and limitations of space available for installation of materials and apparatus under this contract, and see that all equipment necessary to be reached from time to time for operation and maintenance are made easily accessible. Clearances, when possible, shall be greater than those required by code.

Working Clearances: At least 6'-3" clear headroom must be maintained in front of all electrical equipment. Provide at least 3'-6" for 480/277 volt and 3'-0" for 208/120 volt clear space in front of all electrical equipment as wide as the equipment with a minimum of 2'-6" wide. The same clearance shall be required at the rear of rear access equipment.

All circuits shall have dedicated neutrals. No shared neutrals shall be permitted.

WORKMANSHIP

Electrical work shall meet or exceed the standards of installation and workmanship set forth in the latest edition of the National Electrical Contractors Association publication entitled NECA Standard of Installation, except as otherwise modified in these specifications or shown on the Drawings.

The Sponsor Agency reserves the right to direct the removal and replacement of any item which, in his opinion, does not present an orderly, neat or workmanlike appearance, provided that such item can be properly installed in an orderly way by methods usual in such work, or which

does not comply with the contract drawings or these specifications. Perform such removals or replacements when directed in writing by the A/E and at the Contractor's expense.

The Electrical Contractor, insofar as the work is concerned, shall at all times keep the premises in a neat and orderly condition, and at the completion of the work shall properly clean up and cart away debris and excess materials.

END OF SECTION

SECTION 26 02 00

WORK INCLUDED

GENERAL

A. SCOPE

- 3.02.1 Furnish all materials, labor, tools, transportation, incidentals and appurtenances to complete in every detail and leave in working order all items of work called for herein and/or shown on the accompanying Drawings.
- 3.02.2 It is the intent that the ensuing work shall be complete in every respect and that any material or work not specifically mentioned or shown on the Drawings, but necessary to fully complete the work, shall be furnished.
- 3.02.3 For all hard wired equipment the electrical contractor shall provide wiring and make all final connections.
- 3.02.4 Obtain and pay for all permits through the City of Hilliard as required. Pay/obtain for all inspections.

B. COORDINATION OF PLANS AND SPECIFICATIONS

- 3.02.5 Contact the Engineer immediately if there is any question regarding the meaning or intent of either Plans or Specifications, or upon noticing any discrepancies or omissions in either Plans or Specifications.

PRODUCTS

- 3.02.6 Not Applicable.

EXECUTION

C. SITE VISITATION

- 3.02.7 It is suggested that the bidder visit the site and fully inform himself concerning all conditions affecting the scope of the work. Failure to visit the site shall not relieve him from any responsibility in the performance of this Contract.

D. SUPERVISION OF WORK

- 3.02.8 The contractor shall have in charge of the work, at all times during construction, a competent superintendent with a large experience in the work to be done under this Specification.
- 3.02.9 Refer to Specifications covering all branches of the work and keep fully informed of the progress of the general construction. Install all work that is concealed and built into the building in place in sufficient time to insure proper location without delays to the work of the trades. Properly attend the work during the process of building-in to prevent misalignment and damage.
- 3.02.10 All workmanship shall be of the highest quality in accordance with the best practices of the trade by craftsmen skilled in this particular work.

E. EXISTING WORK AND DEMOLITION

- 3.02.11 Locate existing utilities prior to beginning work. Reroute or replace existing utilities where necessary to permit installation of the work. Provide adequate means of protection during work operations. Repair existing utilities damaged during work operations to the satisfaction of the utility the Engineer, and the Owner's Representative at this Contractor's expense.
- 3.02.12 Should uncharted or incorrectly charted piping or other utilities be encountered during work operations, notify the Engineer immediately for procedure directions. Cooperate with utility companies in maintaining active sewers and facilities in operation.
- 3.02.13 Suitably and adequately protect the existing work within and immediately adjacent to, the new work areas from damage and injury during the process of installing the work under this Contract. Existing work that had been harmed, damaged or injured as a result of the Electrical Contractor's operations shall be repaired, restored or replaced at the Electrical Contractor's expense.
- 3.02.14 Revise existing wiring as indicated or required. Existing work which remains shall be left in like new condition and properly reconnected.
- 3.02.15 All lighting fixtures, receptacles, switches and exposed conduit in remodeled areas shall be removed and replaced with new as indicated on the Drawings. All removed fixtures shall be turned over to the Owner or disposed of in an EPA approved manner at the Owner's Representative's discretion.
- 3.02.16 Branch circuit wiring and conduit from removed fixtures and receptacles shall be removed back to the source.
- 3.02.17 Reuse existing concealed conduit and flush mounted boxes where feasible. All unused boxes shall be labeled and covered with a blank coverplate. All new conduit and wire in remodeled areas shall be run concealed where possible. In mechanical rooms and other unfinished areas new conduit and wire shall be run exposed along the wall in thin wall EMT to surface boxes as required.

F. FIRESTOPPING

- A. Apply firestopping to cable and raceway penetrations of fire-rated floor and wall assemblies to achieve fire-resistance rating of the assembly. Use UL approved firestopping method.

G. CUTTING AND PATCHING

- 3.02.18 Avoid cutting of concrete, masonry and other work by use of inserts and sleeves, and when necessary shall be done by the Electrical Contractor with such tools and methods as to prevent unnecessary damage to surrounding areas or equipment. All cutting and patching is by this contractor.
- 3.02.19 This Contractor shall be responsible for location and sizes of all openings required for the installation of electrical equipment before walls, etc., are started.
- 3.02.20 No cutting shall be done which will in any way reduce the structural strength of the building. Should such cutting be found necessary, the Engineer must first be fully informed of, and consent to, the proposed operation.
- 3.02.21 All cutting through poured concrete slabs and walls shall be done with core drills. No jack hammers will be allowed.

- 3.02.22 Patching shall match existing surfaces in kind and finish and shall be appropriate tradesperson at the Electrical Contractor's expense. This includes patching existing ceilings and floors where required and patching holes left by removal of existing conduits, bus duct, equipment, etc. See GENERAL CONDITIONS.
- 3.02.23 Repair of damages, by this Contractor, to newly patched and refinished areas shall be done by an appropriate tradesperson at the Electrical Contractor's expense.
- 3.02.24 All conduits, bus ducts, equipment, etc., that penetrates walls or floors shall have openings, sleeves, etc., filled and closed off to prevent the possible spread of fire or products of combustion through the wall or floor. Seal with a UL approved fire caulk or other approved UL approved method.

H. CLEANING AND PAINTING

- 3.02.25 All electrical equipment shall be kept dry and clean during the construction period. Switchgear, Motor Control Centers, Generators etc., shall be covered with fiberglass reinforced plastic sheeting as a minimum form of protection. Provide additional protection, if job conditions so require. Existing equipment to remain shall be left in working condition as was before the start of work.
- 3.02.26 Interiors of all enclosures shall be cleaned and all dirt and debris removed before installing trim or covers.
- 3.02.27 All finished surfaces of equipment furnished under this Contract shall be thoroughly cleaned of dirt and all scratched or damaged surfaces shall be touched up with matching materials before final acceptance of the work. No exposed ferrous metal surfaces shall be left unpainted. Touch-up all galvanized, if scratched, with two coats of aluminum paint.
- 3.02.28 Prime and paint all steel hangers, boxes, straps, rods, etc. which are not provided with rust-protective finish or the protective finish is damaged in installation. Paint to be zinc chromate primer and aluminum bronze finish. This includes unfinished and mechanical spaces as well as "exposed to view" locations.
- 3.02.29 When all work is completed and all work has been satisfactorily tested and accepted by the Engineer, all fixtures, conduit and other exposed surfaces shall be thoroughly cleaned.
- 3.02.30 Dust must be held to a minimum when work is performed inside of the existing building.

I. INTERRUPTION OF SERVICE

- 3.02.31 The Electrical Contractor shall organize his work so that these alterations and additions shall cause a minimum of interference and disturbance to the Sponsor Agency. Arrangements shall be made with the Owner before interrupting service in any area. A written detailed method of interruption procedure indicating elapsed time required and time of interruption shall be prepared by the Electrical Contractor and submitted to the Owner's Representative for approval 10 days before any interruption of service.
- 3.02.32 All interruptions of service shall be made when the load is at a minimum and shall be scheduled at the Owner's convenience.
- 3.02.33 At no time shall the Electrical Contractor or his employees normally working on the project leave the facility during a time when any normally live circuits or feeders are disconnected, without permission of the Owner's Representative.
- 3.02.34 All materials, connections, and equipment for temporary control or power wiring to maintain continuity of service during construction shall be provided by the Electrical Contractor.

END OF SECTION

26 03 00
TESTS AND INSPECTIONS

GENERAL

J. INSPECTIONS

- 3.02.35 Obtain and pay for permits, all inspections required by all laws, ordinances, rules, regulations or public authority having jurisdiction and obtain certificates of such inspections and submit same to the A/E. Pay all fees, charges and other expenses in connection therein.
- 3.02.36 Before any electrical work is covered, the A/E will inspect the electrical work completed at that time.
- 3.02.37 Final Inspection - When the Contractor determines all work is completed and working properly per the Contract Documents, he shall request a "Final" inspection by the A/E in writing. If more than one inspection is required after this final inspection, the Contractor shall bear all additional costs, including compensation for the A/E's additional services made necessary thereby.
- 3.02.38 All work shall be inspected by the local jurisdiction. Electrical Contractor shall furnish to the Owner a certificate of inspection and approval from said jurisdiction before final payment on the Contract will be allowed. Any fees for inspections shall be the responsibility of this contractor.

K. TESTS

- 3.02.39 When the A/E makes final inspection of all electrical work he will order tests performed as deemed necessary. These tests may include operation of lights and equipment, continuity of conduit system, grounding resistances and insulation resistances.
- 3.02.40 Submit data taken during such test to A/E. Pay all professional engineering fees involved in required testing of equipment.

L. UNACCEPTABLE WORK

- 3.02.41 Work shall be unacceptable when found to be defective or contrary to the Plans, Specifications, Codes specified or accepted standards of good workmanship.
- 3.02.42 The Contractor shall promptly correct all work found unacceptable by the A/E whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such unacceptable work, including compensation for the A/E's additional services made necessary thereby.

M. GUARANTEE

- 3.02.43 This Contractor is responsible for all defects, repairs and replacements in materials and workmanship, for a period of one (1) year after final payment is approved by the A/E.

PRODUCTS

3.02.44 Not Applicable

EXECUTION

N. PERFORMANCE

3.02.45 Contractor, subcontractor, vendors, or manufacturer shall provide tests on the following equipment if requested. Refer to the appropriate specification section for description of the tests.

1. Grounding section 264510

O. LIGHTING

3.02.46 All lamps in all fixtures shall be installed new and the entire system shall be checked for satisfactory operation.

3.02.47 T5 lamps shall be 3500 K rated.

END OF SECTION