

Johnson Building Emergency Generator Replacement

CONTRACT DOCUMENTS

Pamlico Community College

5049 NC Hwy 306 South
Grantsboro, NC 28529

PROJECT MANAGER: Mark Pullium
PHONE: 252-249-1851 ext 3003
EMAIL: mpullium@pamlicocc.edu

BID DATE: **June 6, 2017**



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JOHNSON BUILDING EMERGENCY GENERATOR REPLACEMENT
PAMLICO COMMUNITY COLLEGE

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STATE OF NORTH CAROLINA STANDARD FORM OF INFORMAL CONTRACT AND GENERAL CONDITIONS

FOR

**Johnson Building Emergency Generator Replacement
Pamlico Community College
5049 NC Hwy 306 South
P.O. Box 185
Grantsboro, NC 28529**

SCOPE OF WORK

Installation of new 275kw 480/277V 3-phase, 4 wire, diesel generator to provide backup power to the Johnson Building. Provide additive bid line item pricing for new 1000A ATS in NEMA3R enclosure.

NOTICE TO BIDDERS

Sealed bid for this work will be received by:

Mr. Mark Pullium
Vice President of Administrative Services
Pamlico Community College
5049 NC Highway 306 South
Grantsboro, NC 28529
252-249-1851 ext. 3003

up to **3:00 PM**, on **Tuesday, June 6, 2017** and immediately thereafter publicly opened and read aloud in the Stancil Board Room in the Johnston Building, Pamlico Community College, 5049 NC Highway 306 South, Grantsboro, NC. Complete plans and specification and contract documents can be obtained from:

The Walker Group Architecture, Inc.
Website FTP: www.wgarc.com
Project: Johnson Bldg. Generator Replacement
Username: newgen
Password: newgen

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have general license classification for limited, intermediate, or unlimited.

No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities. Bids shall be made only on the BID/ACCEPTANCE form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Please note on the envelope:

Bid: Attn: Mark Pullium

Johnson Building Emergency Generator Replacement
Bid Date: June 8, 2017
(Contractor Name)
(Contractor License Number)

BID/ACCEPTANCE FORM

for

Johnson Building Emergency Generator Replacement:

Installation of new 275kw 480/277V 3-phase, 4 wire, diesel generator to provide backup power to the Johnson Building. Provide additive bid line item pricing for new 1000A ATS in NEMA3R enclosure.

We are in receipt of Addendum _____1 _____2 _____3 _____4

The undersigned, as bidder, proposes and agrees if this bid is accepted to contract with the *State of North Carolina* through Pamlico Community College for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the State of North Carolina and Pamlico Community College for the sum of:

BASE BID:

Dollars \$

Alternate #	Add/Deduct	Alternate bid price	Accepted (<i>OWNER INITIALS ON EACH LINE INDICATES ACCEPTANCE OF ALTERNATE</i>)
1			

Respectively submitted this _____ day of _____ 20____

(Contractor's Name)

Federal ID#: _____

By: _____

Witness: _____

Title: _____

(Owner, partner, corp. Pres. Or Vice President)

(Proprietorship or Partnership)

Address: _____

Attest: *(corporation)*

Email Address: _____

(Corporate Seal)

By: _____ License #: _____

Title: _____

(Corporation, Secretary./Ass't Secretary.)

ACCEPTED by the STATE OF NORTH CAROLINA

Through Pamlico Community College

Total amount of accepted by the owner, included base bid and bid alternates: _____

(Agency/Institution)

BY: _____ TITLE: _____

GENERAL CONDITIONS

1. GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

2. DEFINITIONS

Owner: "Owner" shall mean, The State of North Carolina through Pamlico Community College.

Contractor: "Contractor" shall mean the entity that will provide the services for the Owner.

Designer: The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

Contract Documents: "Contract Documents" shall consist of the Notice to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the bid; the contract; the performance bond if applicable; and insurance certificates. All of these items together form the contract.

3. INTENT AND EXECUTION OF DOCUMENTS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the Designer/ Owner, the Designer/ Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents, and shall become a part thereof.

4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS

Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.

5. SUBMITTAL DATA

The Contractor awarded the contract shall submit all specified submittals to the Owner/Designer. A minimum number of copies as specified by the owner, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the Designer/Owner. Failure to provide submittal data for review on equipment listed in the technical specifications will result in removal of equipment by the Contractor at his expense if the equipment is not in compliance with the specifications.

6. SUBSTITUTIONS

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until five (5) days prior to the receipt of bids or by the date specified in the pre bid conference, when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

- a. Name, address, and telephone number of manufacturer and supplier as appropriate.
- b. Trade name, model or catalog designation.
- c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- d. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- e. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

The contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative.

The contractor shall maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after acceptance of the project.

8. MATERIALS, EQUIPMENT, EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the contractor shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
- e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
- f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the

owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.

- g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
- h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project, and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.

9. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to county or municipal building codes and may* not be subject to inspection by county or municipal authorities. Where appropriate, the Contractor shall, cooperate with the county or municipal authorities by obtaining building permits. The contractor at no cost may obtain permits to the owner.

All fire alarm work shall be in accordance with the latest State Construction Office (SCO) *Guidelines for Fire Alarm Installation* (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of the work where he installs it in conflict with the latest edition of the SCO *Guidelines for Fire Alarm Installation*.

*Inspection and certification of compliance by local authorities is necessary if an architect or engineer was not employed on the project, or if the plans and specifications were not approved and the construction inspected by the State Construction Office.

10. PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times, except as indicated in the Supplemental General Conditions.
- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.

- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- i. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 13(b).
- j. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

11. SUBCONTRACTS AND SUBCONTRACTORS

The Contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these Contract Documents shall apply equally to each Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-Subcontractor relationships. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

13. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed. Should a claim for extra compensation by the contractor be denied by the designer or the owner, the contractor may pursue his claim in accordance with G.S. 143-135.3.

In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the designer or owner, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
 - 1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the

value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.

2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors (1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
 1. The actual costs of materials and supplies incorporated or consumed as part of the work;
 2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
 3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
 5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.
- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. Change orders shall be submitted by the contractor in writing to the owner/designer for review and approval. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall

prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within seven (7) days of receipt.

At the time of signing a change order, the contractor shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

- h. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- i. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

14. ANNULMENT OF CONTRACT

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety (if applicable) of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the contractor, or the surety (if applicable) shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety (if applicable). In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety (if applicable) shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety (if applicable) shall be liable and shall pay to the owner the amount of said excess.

15. TERMINATION FOR CONVENIENCE

- a. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the contractor in writing via certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

- b. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as approved by Owner; (3) plus ten percent (10%) of the cost of the balance of the work to be completed for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

16. OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

17. REQUESTS FOR PAYMENT

Contractor shall refer to the Supplemental General Conditions for specific directions on payment schedule, procedures and the name and address where to send applications for payments for this project. It is imperative that invoices be sent only to the above address in order to assure proper and timely delivery and handling.

The Designer/Owner will process all Contractor pay requests as the project progresses. The Contractor shall receive payment within thirty (30) consecutive days after Designer/Owner's approval of each pay request. Payment will only be made for work performed as determined by the Designer/Owner.

Retainage:

- a. Retainage withheld will not exceed 5% at any time.
- b. The same terms apply to general contractor and subcontractors alike.
- c. Following 50% completion of the project no further retainage will be withheld if the contractor/subcontractor has performed their work satisfactorily.
- d. Exceptions:
 - 1. Owner/Contractor can reinstate retainage if the contractor/subcontractor does not continue to perform satisfactorily.
 - 2. Following 50% completion of the project, the owner is authorized to withhold additional retainage from a subsequent periodic payment if the amount of retainage withheld falls below 2.5%.

Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

18. PAYMENTS WITHHELD

The designer with the approval of the Owner may withhold payment for the following reasons:

- a. Faulty work not corrected.
- b. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
- c. To provide for sufficient contract balance to cover liquidated damages that will be assessed.

- d. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
 - i. Claims filed against the contractor or evidence that a claim will be filed.
 - ii. Evidence that subcontractors have not been paid.

When grounds for withholding payments have been removed, payment will be released. Delay of payment due the contractor without cause will make owner liable for payment of interest to the contractor as provided in G.S. 143-134.1. As provided in G.S. 143-134.1(e), the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

19. MINIMUM INSURANCE REQUIREMENTS

The work under this contract shall not commence until the contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. Worker's Compensation and Employer's Liability

The contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. Public Liability and Property Damage

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$500,000 per occurrence
Property Damage:	\$100,000 per occurrence / \$300,000 aggregate

In lieu of limits listed above, a \$500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

c. Property Insurance (Builder's Risk/Installation Floater)

The contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto; the contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

d. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the contractor.

e. **Other Insurance**

The contractor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

f. **Proof of Carriage**

The contractor shall furnish the owner with satisfactory proof of carriage of the insurance required before written approval is granted by the owner.

20. ASSIGNMENT

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the Owner and solely as a convenience to the Contractor, the Owner may: (1) forward the Contractor's payment check directly to any person or entity designated by the Contractor, and (2) include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the Owner to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

21. CLEANING UP AND RESTORATION OF SITE

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

22. GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

23. STANDARDS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector which customarily requires the label or re-examination listing or identification marking of appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and

furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution.

All equipment and products must be independent third party tested and labeled (UL, FM, or CTS) before final connections to Owner services or utilities.

24. TAXES

- a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).
- b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the bid proposal and contract sum.
- d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the bid proposal and contract sum.
- e. **Accounting Procedures for Refund of County Sales & Use Tax**

Amount of county sales and use tax paid per contractor's statements:

Contractors performing contracts for state agencies shall give the state agency for whose project the property was purchased a signed statement containing the information listed in G.S. 105-164.14(e).

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement as of April 1, 1991 from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

25. EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color,

religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

The contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

26. MINORITY BUSINESS PARTICIPATION

GS 143-128.2 establishes a ten percent (10%) goal for participation by minority business in total value of work for each State building project.

For construction contracts with a value of less than \$300,000, the Owner has the responsibility to make a good faith effort to solicit minority bids and to attain the goal. The contractor shall include with his bid a completed Identification of HUB Certified/Minority Business Participation form. Contractor shall submit completed Appendix E MBE Documentation for Contract Payments form with final payment request.

For construction contracts with a value of \$300,000 or greater, the contractor shall comply with the document *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Identification of Minority Business Participation, Affidavits A, B, C, and D, and Appendix E. These forms provided herein are hereby incorporated and made a part of this contract.

27. ACCESS TO PERSONS AND RECORDS

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by the Owner in accordance with General Statute 147-64.7. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for lost efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

28. GOVERNING LAWS

This contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina. The Contractor shall comply with all applicable federal, State and local laws, statutes, ordinances and regulations including, but not limited to, the Omnibus Transportation Act of 1991 and its implementing regulations.

29. CONTRACTOR EVALUATION

The contractor's overall work performance on the project shall be fairly evaluated in accordance with the State Building Commission policy and procedures, for determining qualifications to bid on future State projects. In addition to final evaluation, an interim evaluation may be prepared during the progress of project. The owner may request the contractor's comments to evaluate the designer.

SUPPLEMENTARY GENERAL CONDITIONS

1. TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within 30 consecutive calendar days from the Notice to Proceed. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of One Hundred Fifty Dollars (\$ \$150.00) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents.

2. CONSTRUCTION SCHEDULE

Construction work hours are 7:00 am -5:00 pm Monday-Friday. Contractor must receive permission from Owner to work outside of designated times on weekdays or on weekends.

3. PAYMENTS

Contractor to submit payment application using AIA Form G702 and G703 or a document that includes the same information as G702 and G703.

4. UTILITIES

Owner may provide certain utilities such as power or water with connections and extensions by the Contractor. Use of existing toilets, parking, access, etc. may be described.

5. SECURITY

Construction personnel are to have no contact with students or faculty members. Construction superintendent is to communicate only with Mark Pullium, and specifically designated maintenance and Facilities Management personnel.

6. ALTERNATE BIDS

Additive Alternate 1 may be accepted at the discretion of Pamlico Community College.

7. NO SMOKING POLICY

Smoking is allowed only in areas designated by Pamlico Community College.

8. PERFORMANCE BONDS

Contractor shall furnish a Performance Bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications (Forms 307 & 308). An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds.

JOHNSON BUILDING EMERGENCY GENERATOR REPLACEMENT

SUMMARY OF WORK

1.0 PURPOSE AND BACKGROUND

This project is needed to replace the existing non-functioning generator. The existing generator provided emergency power to the entire building. The College is currently renting a generator to provide backup power. This project will provide a permanent backup power source for the building.

2.0 OBJECTIVES

Replace existing generator with new 275kW generator to provide backup power to the Johnson Building. Provide additive bid line item pricing for new 1000A ATS in NEMA 3R enclosure.

3.0 TASKS

1. Existing 230kW diesel generator has been removed by the Owner.
2. Demo and cap diesel fuel piping from existing above ground storage tank.
3. Install new 275kW, 480/277V, 3-phase, 4-wire, diesel generator. Generator shall be equipped with 48-hour run time, at full load, sub-base fuel tank, and sound attenuated weatherproof enclosure. Engine silencer shall be located within the enclosure.
4. The contractor shall supply, at its sole expense, all labor, equipment, tools, materials, and/or supplies to provide contracted services unless otherwise agreed in writing.
5. The contractor is fully responsible for locations of any existing utilities, as required.
6. Any repairs to utilities, buildings, etc. damaged in the course of the contractor's work shall be at the sole expense of the contractor.
7. All work accomplished by the contractor shall be in full compliance with local, state and federal regulations/codes and the National Electrical Code.
8. Contractor also assumes all responsibility for cleanup and leaving the work area as they originally found it, or better.
9. The contractor shall obtain all required local permits, and schedule and participate in any required inspections.
10. The contractor shall be responsible for initiating, maintaining, supervising and assuring compliance with all safety precautions and programs required by law or regulation, including, but not limited to OSHA and all other regulatory agencies, while providing services under this contract.
11. Additive Bid Item #1 – Replace existing 1000A-4P ATS, in NEMA 3R enclosure in kind.

SECTION 263213 - ENGINE GENERATORS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes packaged engine-generator sets for standby power supply with the following features:
 - 1. Diesel engine.
 - 2. Unit-mounted cooling system.
 - 3. Outdoor enclosure.
- B. See Section "Transfer Switches" for transfer switches including sensors and relays to initiate automatic-starting and -stopping signals for engine-generator sets.

1.2 SUBMITTALS

- A. Product Data: For each type of packaged engine generator and accessory indicated.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
- C. Source quality-control test reports.
- D. Field quality-control test reports.
- E. Warranty: Special warranty specified in this Section.
- F. Operation and maintenance data.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Manufacturer Qualifications: A qualified manufacturer. Maintain, within 50 miles of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

- D. Comply with ASME B15.1.
- E. Comply with NFPA 37.
- F. Comply with NFPA 70.
- G. Comply with NFPA 99.
- H. Comply with NFPA 110 requirements for Level 1 emergency power supply system.
- I. Comply with UL 2200.
- J. Engine Exhaust Emissions: Comply with applicable state and local government requirements.

1.4 PROJECT CONDITIONS

- A. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 - 1. Ambient Temperature: 5 to 40 deg C.
 - 2. Relative Humidity: 0 to 95 percent.
 - 3. Altitude: Sea level to 1000 feet.

1.5 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
 - 2. Extended Warranty: Include complete details and pricing on any optional extended warranties for the generator(s) and associated equipment supplied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Caterpillar; Engine Div.
 - 2. Generac Power Systems, Inc.
 - 3. MTU Onsite Energy
 - 4. Onan/Cummins Power Generation; Industrial Business Group.

2.2 ENGINE-GENERATOR SET

- A. Factory-assembled and tested, engine-generator set.
- B. Mounting Frame: Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.
- C. Capacities and Characteristics:
 - 1. Power Output Ratings: Nominal ratings as indicated.
- D. Generator-Set Performance:
 - 1. Steady-State Voltage Operational Bandwidth: 1 percent of rated output voltage from no load to full load.
 - 2. Transient Voltage Performance: Not more than 20 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within three seconds.
 - 3. Steady-State Frequency Operational Bandwidth: 0.25 percent of rated frequency from no load to full load.
 - 4. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
 - 5. Transient Frequency Performance: Less than 5 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within five seconds.
 - 6. Output Waveform: At no load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for single harmonics. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
 - 7. Sustained Short-Circuit Current: For a 3-phase, bolted short circuit at system output terminals, system shall supply a minimum of 250 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to generator system components.
 - 8. Start Time: Comply with NFPA 110, Type 10, system requirements.

2.3 ENGINE

- A. Fuel: Fuel oil, Grade DF-2.
- B. Rated Engine Speed: 1800 rpm.
- C. Lubrication System:
 - 1. Filter and Strainer: Rated to remove 90 percent of particles 5 micrometers and smaller while passing full flow.
 - 2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.

3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- D. Engine Fuel System:
1. Main Fuel Pump (Diesel): Pump shall ensure adequate primary fuel flow under starting and load conditions.
 2. Relief-Bypass Valve (Diesel): Shall automatically regulate pressure in fuel line and returns excess fuel to source.
- E. Coolant Jacket Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 1 equipment for heater capacity.
- F. Governor: Adjustable isochronous, with speed sensing.
- G. Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine-generator-set mounting frame and integral engine-driven coolant pump.
1. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
 2. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
- H. Muffler/Silencer: Critical type, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements.
1. Minimum sound attenuation of 25 dB at 500 Hz.
 2. Sound level measured at a distance of 10 feet from exhaust discharge after installation is complete shall be 85 dBA or less.
 3. Manufactured of aluminized steel.
- I. Air-Intake Filter: Heavy-duty, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.
- J. Starting System: 12 or 24-V electric, with negative ground.
1. Components: Sized so they will not be damaged during a full engine-cranking cycle with ambient temperature at maximum.
 2. Cranking Motor: Heavy-duty unit that shall automatically engage and release from engine flywheel without binding.
 3. Cranking Cycle: As required by NFPA 110 for system level 1.
 4. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation and 35-A minimum continuous rating.
 - a. Battery Charger: Current-limiting, automatic-equalizing and float-charging type. Unit shall comply with UL 1236.

2.4 FUEL OIL STORAGE

- A. Comply with NFPA 30.
- B. Base-Mounted Fuel Oil Tank: Double wall steel, Factory installed and piped, complying with UL 142 fuel oil tank. Features include the following:
 - 1. Tank level indicator.
 - 2. Capacity: Fuel for 48 hours' continuous operation at 100 percent rated power output.
 - 3. Vandal-resistant fill cap.
 - 4. Containment Provisions: Comply with requirements of authorities having jurisdiction.

2.5 CONTROL AND MONITORING

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

- E. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated.
- F. Remote Alarm Annunciator: Comply with NFPA 110 requirements for Level 1 systems. An LED labeled with proper alarm conditions shall identify each alarm event and a common audible signal shall sound for each alarm condition. Silencing switch in face of panel shall silence signal without altering visual indication. Connect so that after an alarm is silenced, clearing of initiating condition will reactivate alarm until silencing switch is reset.
- G. Manual Stop Station:

A manual stop station, in NEMA 3R enclosure, shall be provided in accordance with NFPA 110. Station shall be mounted to exterior of weatherproof enclosure and be appropriately identified. Stop station shall be wired back to generator control panel in accordance with manufacturer's recommendations.

2.6 GENERATOR OVERCURRENT AND FAULT PROTECTION

- A. Generator Circuit Breaker: Molded-case, electronic trip type; 100 percent rated; complying with NEMA AB 1 and UL 489.
 - 1. Tripping Characteristic: Designed specifically for generator protection.
 - 2. Trip Rating: Electronic trip circuit breakers with rms sensing; field-replaceable rating plug or field-adjustable electronic trip; and the following field-adjustable settings:
 - a. Instantaneous trip.
 - b. Long- and short-time pickup levels.
 - c. Long- and short-time time adjustments.
 - 3. Shunt Trip: Connected to trip breaker when generator set is shut down by other protective devices.
 - 4. Mounting: Adjacent to or integrated with control and monitoring panel.

2.7 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

- A. Comply with NEMA MG 1.
- B. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.
- C. Electrical Insulation: Class H.
- D. Stator-Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required.

- E. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.
- F. Enclosure: Drip proof.
- G. Instrument Transformers: Mounted within generator enclosure.
- H. Voltage Regulator: Solid-state type, separate from exciter, providing performance as specified.
 - 1. Adjusting rheostat on control and monitoring panel shall provide plus or minus 5 percent adjustment of output-voltage operating band.
- I. Strip Heater: Thermostatically controlled unit arranged to maintain stator windings above dew point.

2.8 OUTDOOR GENERATOR-SET ENCLOSURE

- A. Description: Vandal-resistant, weatherproof steel housing, wind resistant up to 110 mph. Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Panels shall be removable by one person without tools. Instruments and control shall be mounted within enclosure.
- B. Engine Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for 2 hours with ambient temperature at top of range specified in system service conditions.
 - 1. Louvers: Fixed-engine, cooling-air inlet and discharge. Storm-proof and drainable louvers shall prevent entry of rain and snow.
- C. Sound Attenuation: Manufacturer's standard sound attenuation insulation applied to the interior of the enclosure. Mount exhaust silencer within enclosure to minimize sound transmission. The unit shall produce output no more than 75 dBA at 23 feet.

2.9 VIBRATION ISOLATION DEVICES

- A. Elastomeric Isolator Pads: Oil- and water-resistant elastomer or natural rubber, arranged in single or multiple layers, molded with a nonslip pattern and galvanized-steel baseplates of sufficient stiffness for uniform loading over pad area, and factory cut to sizes that match requirements of supported equipment.
- B. Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic restraint.
 - 1. Housing: Steel with resilient vertical-limit stops to prevent spring extension due to wind loads or if weight is removed; factory-drilled baseplate bonded to 1/4-inch- thick, elastomeric isolator pad attached to baseplate underside; and adjustable equipment mounting and leveling bolt that acts as blocking during installation.

2. Outside Spring Diameter: Not less than 80 percent of compressed height of the spring at rated load.
3. Minimum Additional Travel: 50 percent of required deflection at rated load.
4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.

2.10 FINISHES

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

2.11 SOURCE QUALITY CONTROL

- A. Prototype Testing: Factory test engine-generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.
 1. Tests: Comply with NFPA 110, Level 1 Energy Converters and with IEEE 115.
 2. Report factory test results within 10 days of completion of test.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with packaged engine-generator manufacturers' written installation and alignment instructions and with NFPA 110.
- B. Install packaged engine generator to provide access, without removing connections or accessories, for periodic maintenance.
- C. Electrical Wiring: Install electrical devices furnished by equipment manufacturers but not specified to be factory mounted.
- D. Connect fuel, cooling-system, and exhaust-system piping adjacent to packaged engine generator to allow service and maintenance.
- E. Connect engine exhaust pipe to engine with stainless steel flexible connector.
- F. Connect fuel piping to engines with a gate valve and union and flexible connector.

3.2 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- B. Tests and Inspections:
1. Perform tests recommended by manufacturer and each electrical test and visual and mechanical inspection for "AC Generators and for Emergency Systems" specified in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 2. NFPA 110 Acceptance Tests: Perform tests required by NFPA 110 that are additional to those specified here including, but not limited to, single-step full-load pickup test.
 3. The electric set shall receive the manufacturer's standard testing at the factory. The factory testing shall be at 0.8 power factor. Certified copies of the factory test shall be supplied to the Engineer. Prior to acceptance of the installation, the equipment shall be field tested to show it will start automatically, and shall be subject to full load test, shut down and reset as required in these specifications. Prior to acceptance, any defect which becomes evident during this test shall be corrected. The test shall be performed in accordance with the following minimum requirements and shall include any other tests that may be recommended by the manufacturer for the purpose of evaluation. A portable resistive (1.0pf) loadbank shall be utilized for the field test. The generator shall be started and operated at 50% of rated load for a period not less than ½ hour, after which the load shall be increased to 75% of rated load and operated for the second ½ hour. The load will be then increased to 100% and held continuously for a period of not less than two hours, then operated at no load for a period of 15 minutes prior to shutting down the generator set. A full written report indicating KW output, voltage, current, frequency, oil pressure, water temperature, and ambient temperature variations taken at 15 minute intervals during the test shall be provided to the Engineer for evaluation and disposition. All tests shall be performed in the presence of the Owner's authorized representatives and the manufacturer's representative who shall validate the report. Fuel for testing shall be furnished by the Contractor.
- C. Coordinate tests with tests for transfer switches and run them concurrently.
- D. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
- E. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
- F. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- G. Remove and replace malfunctioning units and retest as specified above.
- H. Retest: Correct deficiencies identified by tests and observations and retest until specified requirements are met.

- I. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations. Attach a label or tag to each tested component indicating satisfactory completion of tests.

3.3 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators. Include a minimum of 8 hours of training time.

3.4 FUEL

- A. Upon final acceptance, Contractor shall fill the generator's fuel tank to capacity for final delivery to Owner.

END OF SECTION 263213

SECTION 263600 - TRANSFER SWITCHES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes automatic transfer switches rated 600 V and less.

1.2 SUBMITTALS

- A. Product Data: Include rated capacities, weights, operating characteristics, furnished specialties, and accessories.
- B. Shop Drawings: Dimensioned plans, elevations, sections, and details showing minimum clearances, conductor entry provisions, gutter space, installed features and devices, and material lists for each switch specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control test reports.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
- B. Comply with NEMA ICS 1.
- C. Comply with NFPA 70.
- D. Comply with NFPA 110.
- E. Comply with UL 1008 unless requirements of these Specifications are stricter.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Emerson; ASCO Power Technologies, LP.
 - 2. Onan/Cummins Power Generation; Industrial Business Group.
 - 3. Cutler-Hammer/Eaton

2.2 GENERAL TRANSFER-SWITCH PRODUCT REQUIREMENTS

- A. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer unless otherwise indicated.
- B. Tested Fault-Current Closing and Withstand Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.
 - 1. Where transfer switch includes internal fault-current protection, rating of switch and trip unit combination shall exceed indicated fault-current value at installation location.
- C. Solid-State Controls: Repetitive accuracy of all settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.
- D. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.41. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.
- E. Electrical Operation: Accomplish by a nonfused, momentarily energized solenoid or electric-motor-operated mechanism, mechanically and electrically interlocked in both directions.
- F. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
- G. Neutral Switching. Where four-pole switches are indicated, provide with overlapping neutral contacts, otherwise provide solid and fully rated neutral.
- H. Enclosures: General-purpose NEMA 250, Type 1 unless otherwise as indicated on the drawings, complying with NEMA ICS 6 and UL 508, unless otherwise indicated.

2.3 AUTOMATIC TRANSFER SWITCHES

- A. Comply with Level 1 equipment according to NFPA 110.

- B. Signal-Before-Transfer Contacts: A set of normally open/normally closed dry contacts shall operate in advance of retransfer to normal source. Interval shall be adjustable from 1 to 30 seconds.
- C. Automatic Transfer-Switch Features:
1. Undervoltage Sensing for Each Phase of Normal Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage is adjustable from 75 to 98 percent of pickup value.
 2. Adjustable Time Delay: For override of normal-source voltage sensing to delay transfer and engine start signals. Adjustable from zero to six seconds.
 3. Voltage/Frequency Lockout Relay: Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Pickup frequency shall be adjustable from 90 to 100 percent of nominal.
 4. Time Delay for Retransfer to Normal Source: Adjustable from 0 to 30 minutes, to automatically defeat delay on loss of voltage or sustained undervoltage of emergency source, provided normal supply has been restored.
 5. Test Switch: Simulate normal-source failure.
 6. Switch-Position Pilot Lights: Indicate source to which load is connected.
 7. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits.
 - a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
 - b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."
 8. Unassigned Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.
 9. Transfer Override Switch: Overrides automatic retransfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.
 10. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.
 11. Engine Shutdown Contacts: Time delay adjustable from zero to five minutes. Contacts shall initiate shutdown after retransfer of load to normal source.
 12. Engine-Generator Exerciser: Solid-state, programmable-time switch shall start engine generator and transfer load to it from normal source for a preset time, then retransfer and shut down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods shall be adjustable from 10 to 30 minutes. Factory settings shall be for 7-day exercise cycle, 20-minute running period, and 5-minute cool-down period. Exerciser features shall include the following:
 - a. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.
 - b. Push-button programming control with digital display of settings.
 - c. Integral battery operation of time switch when normal control power is not available.

2.4 SOURCE QUALITY CONTROL

- A. Factory test and inspect components, assembled switches, and associated equipment. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install switch in accordance with manufacturer's recommendations.
- B. Set field-adjustable intervals and delays, relays, and engine exerciser clock.

3.2 CONNECTIONS

- A. Ground equipment according to NFPA 70.
- B. Connect wiring according to manufacturer's recommendations.

3.3 FIELD QUALITY CONTROL

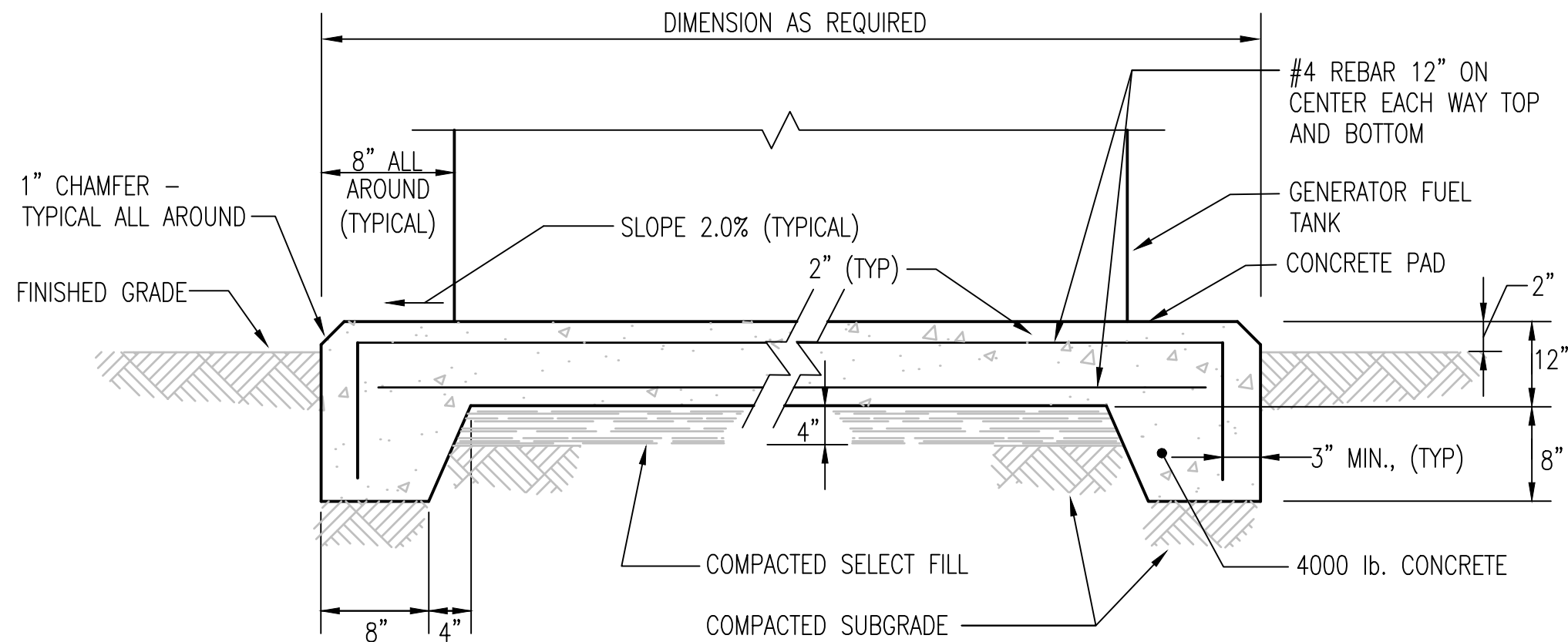
- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. After installing equipment and after electrical circuitry has been energized, test for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 3. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.
 - a. Check for electrical continuity of circuits and for short circuits.
 - b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.
 - c. Verify that manual transfer warnings are properly placed.
 - d. Perform manual transfer operation.
 - 4. After energizing circuits, demonstrate interlocking sequence and operational function for each switch at least three times.

- a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.
 - b. Simulate loss of phase-to-ground voltage for each phase of normal source.
 - c. Verify time-delay settings.
 - d. Verify pickup and dropout voltages by data readout or inspection of control settings.
 - e. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.
- C. Coordinate tests with tests of generator and run them concurrently.
- D. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation and contact resistances and time delays. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- E. Remove and replace malfunctioning units and retest as specified above.
- F. Prepare test and inspection reports.

3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transfer switches and related equipment as specified below. Include a minimum of 8 hours of training.
- B. Coordinate this training with that for generator equipment.

END OF SECTION 263600

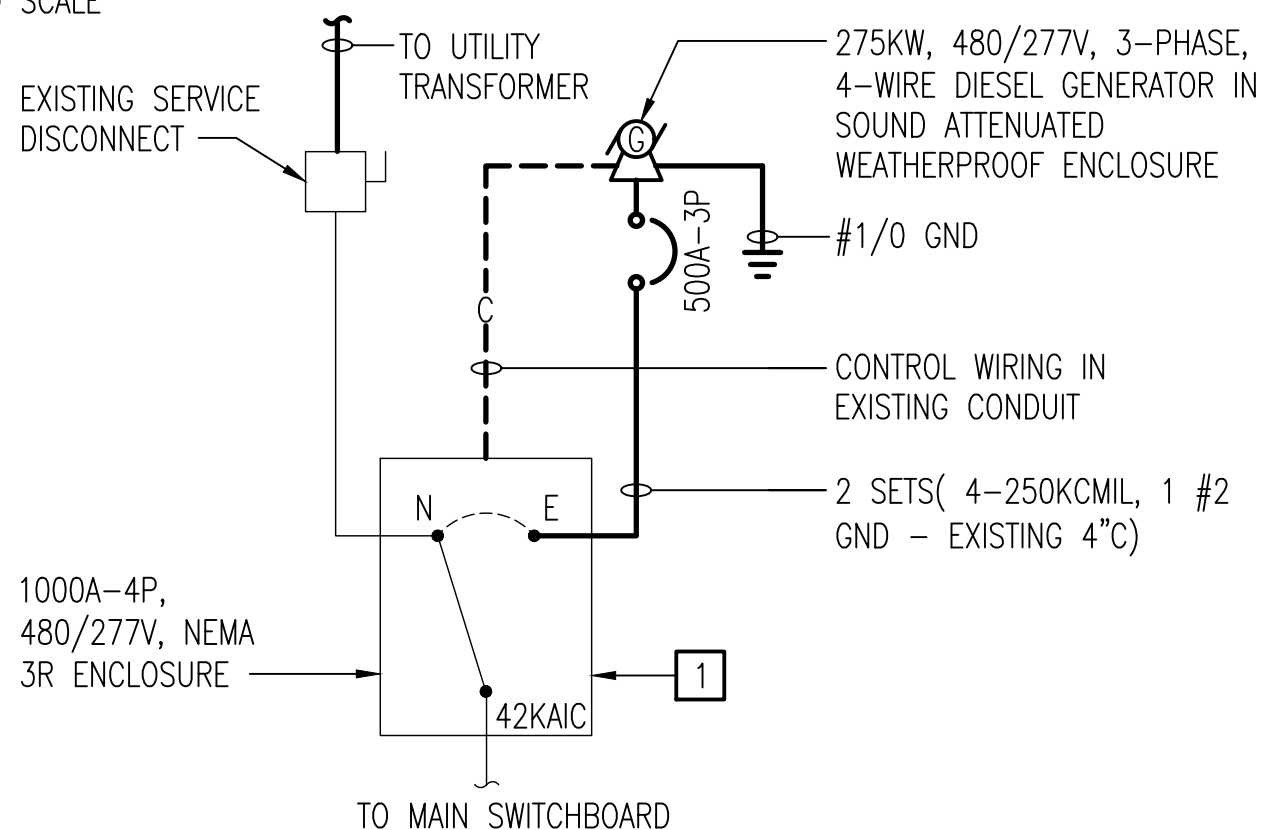


CONTRACTOR NOTE:

CONTRACTOR SHALL VISIT THE SITE TO SURVEY EXISTING CONDITIONS PRIOR TO SUBMITTING PROPOSAL.

CONCRETE PAD DETAIL

NO SCALE

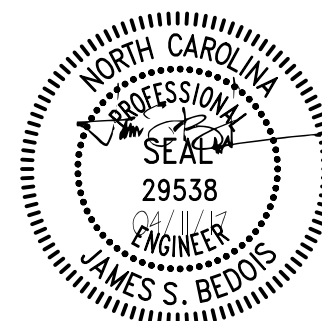


PARTIAL RISER DIAGRAM

NO SCALE

NOTES THIS SHEET

- 1 PROVIDE ADDITIVE BID ITEM TO REPLACE EXISTING 1000A-4P ATS IN KIND. ATS SHALL RATED FOR OUTDOOR INSTALLATION AND SHALL BE EQUIPPED WITH ENCLOSURE HEATER, AS REQUIRED.



PAMLICO CC GENERATOR REPLACEMENT

POWER RISER AND DETAIL

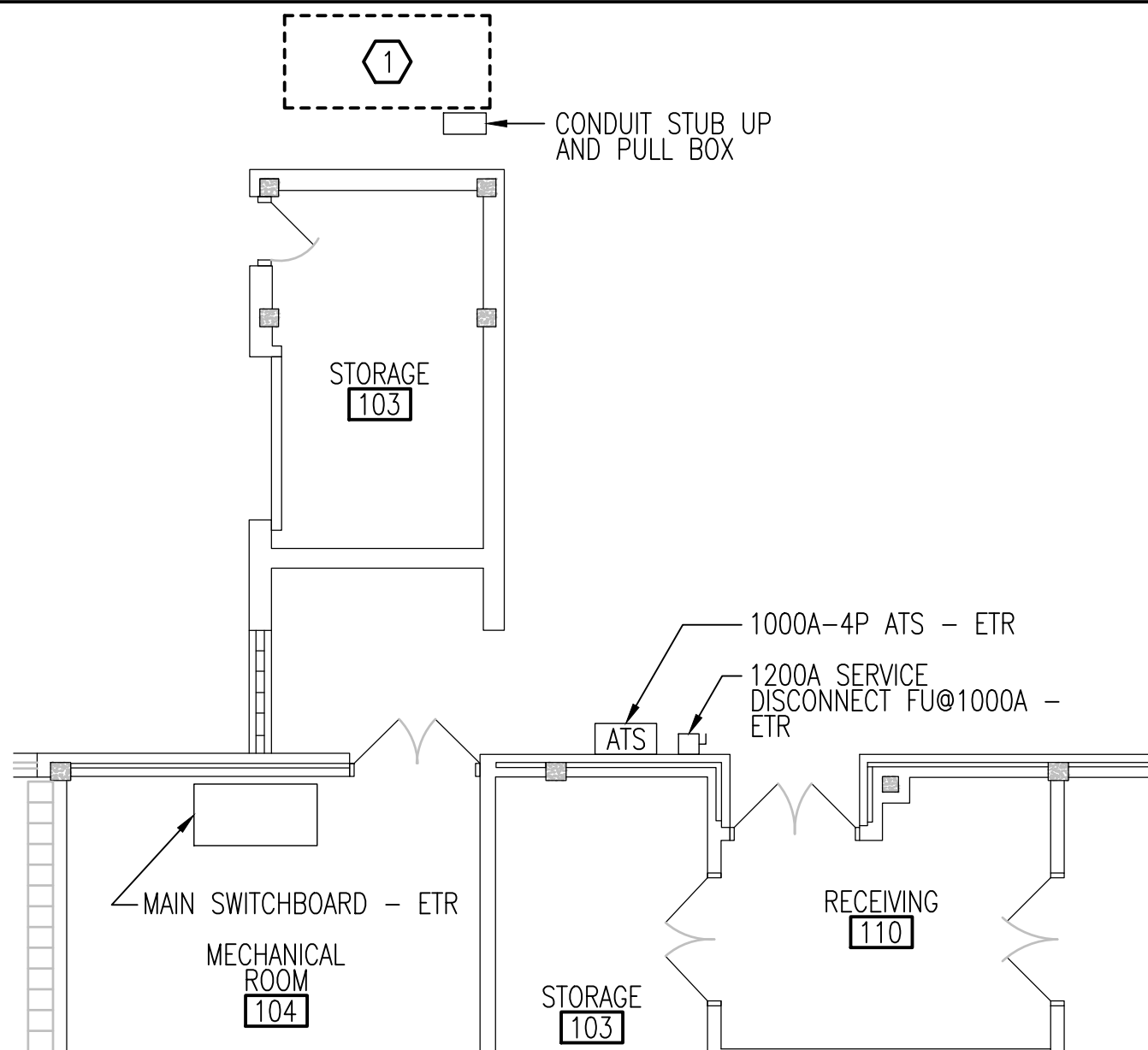
DES.: JEB
DR.: JEB
CK.: JSB



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DATE: 4-11-17
SHEET: E-1

DWG. NO. 17001.15 E-1



DEMOLITION PLAN

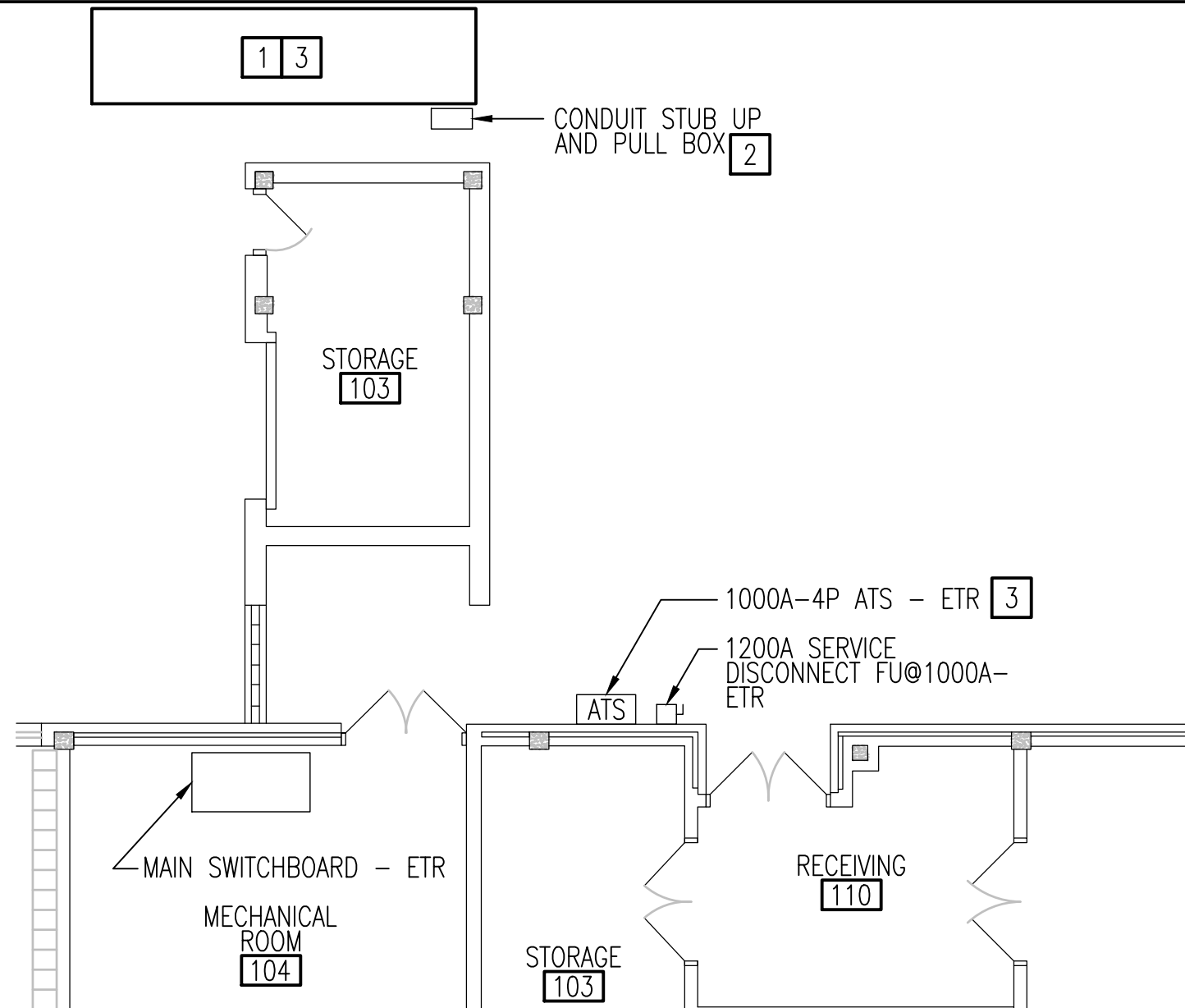
SCALE: 1/8" = 1'-0"

NOTES THIS SHEET - DEMOLITION

- 1 EXISTING 230KW GENERATOR REMOVED BY OWNER. RETAIN EXISTING CONDUITS, AND CIRCUITS FOR BATTERY CHARGER AND WATER JACKET HEATER FOR REUSE TO MAXIMUM EXTENT POSSIBLE. CONTRACTOR SHALL CUT, CAP AND SEAL FUEL SUPPLY AND RETURN PIPING AT ABOVEGROUND TANK AND EXISTING GENERATOR. PRIOR TO PERFORMING THIS WORK THE CONTRACTOR SHALL FULLY EVACUATE THE FUEL LINES, RENDERING THEM INERT AND SAFE FOR REMOVAL AND DISPOSAL UNDER A SEPARATE CONTRACT. THE APPROXIMATE DISTANCE IS 80 FEET.

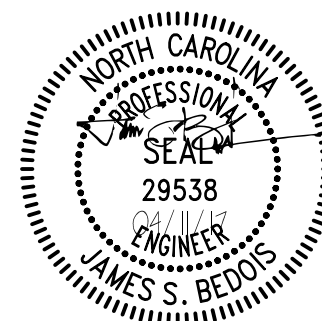
NOTES THIS SHEET - NEW WORK

- 1 INSTALL NEW 275KW GENERATOR, WITH SUB-BASE FUEL TANK. EXTEND CONCRETE PAD AS REQUIRED.
- 2 USE EXISTING CONDUIT STUB UPS TO MAXIMUM EXTENT POSSIBLE. RECONNECT BATTERY CHARGING AND WATER JACKET HEATER CIRCUITS, EXTEND AS REQUIRED.
- 3 SEE SHEET E-1 FOR ADDITIONAL INFORMATION.



NEW WORK PLAN

SCALE: 1/8" = 1'-0"



GRAPHICS SCALE



PAMLICO CC GENERATOR REPLACEMENT

DEMO AND NEW WORK PLANS

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DATE: 4-11-17
SHEET: E-2