CONTRACT DOCUMENTS
FOR THE PROCUREMENT OF THE
VFD REPLACEMENT FOR EFFLUENT PUMP

SWR SDC
FOR THE EFFLUENT

Prepared for the

CITY OF KEY WEST
KEY WEST, FLORIDA

VOLUME 1 OF 1
SPECIFICATIONS AND DRAWINGS

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Project No. 691623
ITB # 18-017

FEBRUARY 2018

BID DOCUMENTS

CONTRACT DOCUMENTS FOR:

ITB # 18-017
VFD REPLACEMENT FOR EFFLUENT PUMP

PROJECT # SE35031701

February 2018

MAYOR: CRAIG CATES

COMMISSIONERS:

RICHARD PAYNE

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

SAM KAUFMAN

MARGARET ROMERO

PREPARED BY:
City Of Key West
Engineering Services

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PART 1

PROCUREMENT REQUIREMENTS

INFORMATION TO BIDDERS

SUBJECT:	INVITATION TO BID NO. 18-017: VFD REPLACEMENT FOR EFFLUENT PUMP
ISSUE DATE:	FRIDAY, FEBRUARY 9, 2018
MAIL OR SPECIAL DELIVERY REPONSES TO:	CITY CLERK' OFFICE CITY OF KEY WEST 1300 WHITE ST KEY WEST, FL 33040
DELIVER BIDS TO:	SAME AS ABOVE
BIDS MUST BE RECEIVED: NOT LATER THAN:	 WEDNESDAY, MARCH 14, 2018 3:00 P.M. LOCAL TIME

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

INVITATION TO BID

Sealed bids for the City of Key West ITB #18-017 VFD REPLACEMENT FOR EFFLUENT PUMP, addressed to the City of Key West, will be received at the Office of the City Clerk's Office, 1300 White St., Key West Florida, 33040 until 3:00 p.m. on March 14, 2018 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) one original and (2) two flash drives with one single PDF file of the entire bid package on each flash drive. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "BID FOR VFD REPLACEMENT FOR EFFLUENT PUMP" addressed and delivered to the City Clerk at the address noted above.

The project consists of providing a Variable Frequency Drive for installation by Owner for Effluent Pump FP-3-1.

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West website: http://www.cityofkeywest-fl.gov/. For bid package access on Demand Star, please contact Onvia at www.demandstar.com or call 1-800-711-1712.

A **Pre-bid meeting** will be held in the conference room at the City of Key West Richard A. Heyman Environmental Protection Facility on Fleming Key, Trumbo Point Annex, Key West, Florida on **Thursday, February 21, 2018 at 10:00 a.m.** Meeting attendees shall assemble at the guard shelter parking lot. All attendees are required to obtain a day pass from the Navy. A day pass requires a vehicle inspection at the Boca Chica Commercial gate: hours of operation are from 7:00 a.m. to 10:00 a.m., Monday through Friday.

The successful Bidder may be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. The Bidder will be required to furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

A. City of Key West Business Tax License Receipt
B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

All bid bonds, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

For information concerning the proposed work, please contact John Paul Castro, City of Key West, Utility Director by email at jcastro@cityofkeywest-fl.gov. The City's "Cone of Silence" Ordinance 2-773 does not allow verbal communications.

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The City may reject bids for any of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City, or (6) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

* * * * * *

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the Project.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of Sean Mc Coy, Project Manager, sean.mccoy@ch2m.com, in writing (at least 7 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Proposals, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The CITY will make available to prospective Bidders upon request and at the office of the Engineer, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the worksite.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

A. LUMP SUM

The Proposal for the work is to be submitted on a lump sum basis. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal.

The Bidder shall submit a Schedule of Values with the Proposal. Schedule of Values shall be broken down by bid items listed in the draft AIA 702 Continuation Sheet in PART 8 of the PROJECT MANUAL and will be used as a basis for payment. Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Proposal Lump Sum. The Bidder will be considered non-responsive if Schedule of Values is not complete and or not included in Bid Package.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Bidder is interested in more than one Proposal for work contemplated; all Proposals in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions.

D. ATTACHMENTS

Bidder shall complete and submit the following forms with his bid:

Anti-Kickback Affidavit
Public Entity Crimes Form
Indemnification Form
City of Key West Business License Tax Receipt
Domestic Partnership Affidavit
Cone of Silence Affidavit
Bidder's Checklist

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

8. SUBMISSION OF BIDS

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL bid package and one (1) FLASH DRIVE containing a single PDF file of the entire bid package.**

Each BID must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents (project name and number) without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of BIDS, any BID submitted may be withdrawn by notice to the party receiving BIDS at the place designated for receipt of BIDS. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of BID. No BID may be withdrawn after the time scheduled for opening of BIDS, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Proposals they accompanied.

12. AWARD OF CONTRACT

Within thirty (30) calendar days after the opening of Proposals, the CITY will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within ninety (90) days after the opening of Proposals.

The CITY reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID (Base Bid + Owner Selected Bid Alternates) from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate, bonds, and evidence of holding required licenses as required in the Contract Documents. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

The contract shall be executed on the basis on available funding and respective lump sum fee.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions.

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this Proposal.

The term of this contract will not exceed **120 calendar** days.

* * * * *

NOTE TO BIDDER: Use preferably BLACK ink for completing this Proposal form.

PROPOSAL

To: The City of Key West

Address: 1300 White Street, Key West, Florida 33040

Project Title: VFD REPLACEMENT FOR EFFLUENT PUMP

Bidder's contact person for additional information on this Proposal:

Company Name: _____

Contact Name & Telephone #: _____

Email Address: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the Notice to Proceed and to complete the project, in all respects within 120 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of $3,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. _____, _____,
____, _____, ____, ____, ____, ____, _____, _____, _____, _____, _____,
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. Bidders shall include in their lump sum bid the cost to provide Builder’s Risk insurance in accordance with 34.E. of the General Conditions including payment of any deductible.

PROPOSAL CONTINUES ON NEXT PAGE

BASE BID

1. <u>Variable Frequency Drive, Enclosure and Manufacturer Services as Specified Within.</u>

1 LS $_____

2.

TOTAL OF BASE BID ITEM 1 LISTED ABOVE:

Total of Base Bid Lump Sum Item 1 $_____

_____Dollars & _____Cents
(amount written in words)

BID ALTERNATE

<u>NOTE</u>: OWNER HAS THE RIGHT TO ACCEPT OR REJECT ANY, ALL, OR NO BID ALTERNATE ITEM. THE TOTAL OF BASE BID PLUS THE SUM OF OWNER SELECTED BID ALTERNATE WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

1. This alternative is to supply one Allen Bradley Variable Frequency Drive with one Power Flex 755 AC Drive as specified in Specification Section 26 29 23, Variable Frequency Motor Controllers and as noted on the drawings. The add alternative includes an Operation and Maintenance Manual, any special tools needed for installation, packaging for storage and necessary appurtenances.

   1. LS $_____

The Bidder shall submit a Schedule of Values with the Proposal. Schedule of Values shall be broken down by bid items listed in the draft AIA 702 Continuation Sheet in PART 8 of the PROJECT MANUAL and will be used as a basis for payment.
Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Proposal Lump Sum. The Bidder will be considered non-responsive if Schedule of Values is not complete and or not included in Bid Package.

Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the supplier's invoice plus 10 percent.

SURETY

_____ whose address is

_____, _____, _____, _____
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

_____ doing business at

_____, _____, _____, _____
Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this ____ day of _____ 2018.

_____
Signature of Bidder

_____
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____ 2018.

(SEAL)

_____
Name of Corporation

By _____

Title _____

Attest_____

FLORIDA BID BOND

BOND NO._____

AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____

hereinafter called the Contractor (Principal), and _____

_____

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner.

(Obligee), in the sum of: _____

_____DOLLARS ($_____), for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for Providing a VFD Replacement for Effluent Pump, Key West, Florida, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

VFD REPLACEMENT FOR EFFLUENT PUMP

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

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NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Obligee and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Obligee and the Surety herein agrees to pay said sum immediately upon demand of the Obligee in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this _____ day of _____, 20_____.

_____
Principal

By: _____

_____
Surety

By: _____
Attorney-In-Fact

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STATE OF _____)
: SS
COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this _____day of _____, 2018.

NOTARY PUBLIC, State of _____at Large

My Commission Expires:

END OF SECTION

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ANTI – KICKBACK AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this _____day of _____, 2018.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires:

* * * * * *

SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for _____

   _____

2. This sworn statement is submitted by_____
   (name of entity submitting sworn statement)

   whose business address is _____

   _____

   and (if applicable) its Federal Employer Identification Number (FEIN) is_____

   _____

   (If the entity has no FEIN, include the Social Security Number of the individual

   signing this sworn statement _____

3. My name is _____
   (please print name of individual signing)

   and my relationship to the entity named above is _____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

    ____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

    _____There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

    _____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

    Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(signature)

_____
(date)

STATE OF_____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this_____day of _____ , 2018.

My commission expires:

_____
NOTARY PUBLIC

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or $1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: _____ SEAL:

_____
Address

_____
Signature

_____
Print Name

_____
Title

_____
Date

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

I, the undersigned, hereby duly sworn, depose and say that the firm of _____ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By:

_____

Sworn and subscribed before me this

_____ day of _____, 2018.

_____
NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

CONE OF SILENCE AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

I, the undersigned, hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

_____
(signature)

_____
(date)

Sworn and subscribed before me this

_____ Day of _____, 2018.

_____
NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood. [ ]
2. All blank spaces in Proposal filled in, using black ink. [ ]
3. Total and unit prices added correctly and attached Schedule of Values [ ]
4. Addenda acknowledged. [ ]
5. Proposal signed by authorized officer. [ ]
6. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [ ]
7. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [ ]
8. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. [ ]
9. BID submitted intact with the volume entitled “Bidding Requirements” in the format of 1 original bid package and 2 flash drives as stated in the invitation to bid. [ ]
10. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [ ]

PART 2

CONTRACTING REQUIREMENTS

CONTRACT

This Contract made and entered into this _____ day of _____ 2018,

by and between the City of Key West, hereinafter called the "Owner", and_____

_____

hereinafter called the "Manufacturer";

WITNESSETH:

The Manufacturer, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB #18-017 VFD REPLACEMENT FOR EFFLUENT PUMP, Key West, Florida to the extent of the Proposal made by the Manufacturer, dated the _____ day of _____, 2018, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the PROPOSAL, CONTRACT FORMS, PERFORMANCE & PAYMENT BONDS AND SCOPE OF WORK.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Manufacturer the amount bid in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Manufacturer agrees to complete the work within one hundred and twenty (120) days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The Manufacturer agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Manufacturer fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of $3,000.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Manufacturer's warranty obligations remain in effect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

_____ day of _____, A.D., 2018.

CITY OF KEY WEST

By_____ Attest_____

Title_____

MANUFACTURER

By_____ Attest _____

Title_____ (Seal)

APPROVED AS TO FORM

_____
Attorney for Owner

* * * *

FLORIDA PERFORMANCE BOND

BOND NO._____

AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section

255.05 _____

with offices at _____
hereinafter called the CONTRACTOR (Principal), and

_____

with offices at_____
a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the **CITY OF KEY WEST,** hereinafter called the CITY (Obligee), in the sum of:

_____DOLLARS ($_____),
lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for **ITB #18-017 VFD Replacement for Effluent Pump** attached hereto, with the CITY, dated _____, 2018, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all

addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this _____ day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

Attest: _____

SURETY

By: _____

(SEAL)

Attest: _____

FLORIDA PAYMENT BOND

BOND NO._____

AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section

255.05,_____

with offices at_____
hereinafter called the CONTRACTOR, (Principal), and

_____

with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____ , hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto CITY OF KEY WEST**,** hereinafter called the City (Obligee), in the sum of:

_____DOLLARS (_____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for **ITB #18-017 VFD REPLACEMENT FOR EFFLUENT PUMP** attached hereto, with the CITY, dated
_____, 2018, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents, which include Scope of work and conditions prepared by the CITY, invitation to bid, instructions to bidders, the

CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract is accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument

this _____ day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

Attest: _____

SURETY

By: _____

(SEAL)

Attest: _____

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****

DEFINITIONS

Whenever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows:

1. AS APPROVED

The words "as approved", unless otherwise qualified, shall be understood to be followed by the words "by the ENGINEER for conformance with the Contract Document".

2. AS SHOWN, AND AS INDICATED

The words "as shown" and "as Indicated" shall be understood to be followed by the words "on the Drawings".

3. BIDDER

The person or persons, partnership, firm, or corporation submitting a Proposal for the work contemplated.

4. CONTRACT DOCUMENTS

The "Contract Documents" consist of the Bidding Requirements, Contract Forms, Conditions of the Contact, Specifications, Drawings, all modifications thereof incorporated into the Documents before their execution, Change Orders, and all other requirements incorporated by specific reference thereto. These form the Contract.

5. CONTRACTOR

The person or persons, partnership, firm, or corporation who enters into the Contract awarded him by the OWNER.

6. CONTRACT COMPLETION

The "Contract Completion" is the date the OWNER accepts the entire work as being in compliance with the Contract Documents, or formally waives nonconforming work to extent of nonconformity, and issues the final payment in accordance with the requirements set forth in Article, "Final Payment" of these General Conditions.

7. DAYS

Unless otherwise specifically stated, the term "days" will be understood to mean calendar days. Business day or working day means any day other than Saturday, Sunday, or legal holiday.

8. DRAWINGS

The term "Drawings" refers to the official Drawings, Profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the ENGINEER, which shows the location, character, dimensions, and details of the work to be performed. Drawings may either be bound in the same book as the balance of the Contract Documents, or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

9. ENGINEER

The person or organization identified as such in the Contract Documents. The Term "ENGINEER" means ENGINEER or his authorized representative.

10. NOTICE

The term "notice" or the requirement to notify, as used in the Contract Documents or applicable state or federal statutes, shall signify a written communication delivered in person or by registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to him who gives the notice.

11. OR EQUAL

The term "or equal" shall be understood to indicate that the "equal" Product is equivalent to or better than the Product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the Project design requirements will be made by the ENGINEER. Such equal Products shall not be purchased or installed by the CONTRACTOR without written authorization.

12. OWNER

The person, organization, or public body identified as such in the Contract Documents.

13. PLANS (See Drawings)

14. SPECIFICATIONS

The term "Specifications" refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work and certain

administrative details applicable thereto. Where standard specifications, such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents. If referenced specifications conflict with specifications contained herein, the requirements contained herein shall prevail.

15. NOTICE TO PROCEED

A written notice given by the OWNER to the CONTRACTOR (with a copy to the ENGINEER) fixing the date on which the Contract time will commence to run and on which the CONTRACTOR shall start to perform his obligation under the Contract Documents. The Notice to Proceed will be given within 30 days following the execution of the Contract by the OWNER.

16. SUBSTANTIAL COMPLETION

"Substantial Completion" shall be that degree of completion of the Project or a defined portion of the Project, as evidenced by the ENGINEER's written notice of Substantial Completion, sufficient to Provide the OWNER, at his discretion, the full-time use of the Project or defined portion of the Project for the purposes for which it was intended. "Substantial Completion" of an operating facility shall be that degree of completion that has Provided a minimum of 7 continuous days of successful, trouble-free, operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the ENGINEER. All equipment contained in the work, plus all other components necessary to enable the OWNER to operate the facility in a manner that was intended, shall be complete on the substantial completion date.

17. WORK

The word "work" within these Contract Documents shall include all material, labor, tools, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good Practice to Provide a complete and satisfactory system or structure. As used herein, "Provide" shall be understood to mean "furnish and install, complete in-place ".

<u>CONTRACT DOCUMENTS</u>

18. INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Documents is to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning.

Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect on the first published date of the Invitation to Bid, except as may be otherwise specifically stated. However, no Provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any ENGINEER's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the Provisions of Article LIMITATIONS ON ENGINEER'S RESPONSIBILITIES.

19. DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the ENGINEER immediately. The ENGINEER will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, Precedence shall be given in the following order:

A. CONTRACT
B. PROPOSAL
C. SUPPLEMENTARY CONDITIONS
D. INVITATION TO BID
E. INSTRUCTIONS TO BIDDERS
F. GENERAL CONDITIONS
G. SPECIFICATIONS
H. DRAWINGS

Addenda shall take Precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

20. CHANGES IN THE WORK

The OWNER, without notice to the Sureties and without invalidating the Contract, may order changes in the work within

the general scope of the Contract by altering, adding to, or deducting from the work, the Contract being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except as specifically adjusted at the time of ordering such change.

In giving instructions, the ENGINEER may order minor changes in the work not involving extra cost and not inconsistent with the purposes of the Project, but otherwise, except in an emergency endangering life and Property, additions or deductions from the work shall be performed only in pursuance of an approved Change Order from the OWNER, countersigned by the ENGINEER.

If the work is reduced by alterations, such action shall not constitute a claim for damages based on loss of anticipated Profits.

21. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS

The CONTRACTOR shall thoroughly examine and become familiar with all of the various parts of these Contract Documents and determine the nature and location of the work, the general and local conditions, and all other matters, which can in any way affect the work under this Contract. Failure to make an examination necessary for this determination shall not release the CONTRACTOR from the obligations of this Contract. No verbal agreement or conversation with any officer, agent, or employee of the OWNER or with the ENGINEER either before or after the execution of this Contract shall affect or modify any of the terms or obligations herein contained.

22. DOCUMENTS TO BE KEPT ON THE JOBSITE

The CONTRACTOR shall keep one copy of the Contract Documents on the job- site, in good order, available to the ENGINEER and to his representatives.

The CONTRACTOR shall maintain on a daily basis at the jobsite, and make available to the ENGINEER on request, one current record set of the Drawings which have been accurately marked to indicate all modifications in the completed work that differ from the design information shown on the Drawings. Upon Substantial completion of the work, the CONTRACTOR shall give the ENGINEER one complete set of these marked up record Drawings.

23. ADDITIONAL CONTRACT DOCUMENTS

Copies of Contract Documents or Drawings may be obtained on request from the ENGINEER and by paying the actual cost of reproducing the Contract Documents or Drawings.

24. OWNERSHIP OF CONTRACT DOCUMENTS

All portions of the Contract Documents, and copies thereof furnished by the ENGINEER are instruments of service for this Project. They are not to be used on other work and are to be returned to the ENGINEER on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the ENGINEER will be at the risk of the user and without liability or legal expense to the ENGINEER. Such user shall hold the ENGINEER harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adaptation shall entitle the ENGINEER to further compensation at rates to be agreed upon by the user and the ENGINEER.

<u>THE ENGINEER</u>

25. AUTHORITY OF THE ENGINEER

The ENGINEER will be the OWNER's representative during the construction period. His authority and responsibility will be limited to the Provisions set forth in these Contract Documents. The ENGINEER will have the Authority to reject work that does not conform to the Contract Documents. However, neither the ENGINEER's authority to act under this Provision, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any SUBCONTRACTOR, their respective Sureties, any of their agents or employees, or any other person performing any of the work.

26. DUTIES AND RESPONSIBILITIES OF THE ENGINEER

The ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the Progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. He will not make comprehensive or continuous review or observation to check quality or quantity of the work, and he will not be responsible for construction means, methods, techniques, sequences, or Procedures, or for safety Precautions and Programs in connection with the work. Visits and observations made by the ENGINEER shall not relieve the CONTRACTOR of his obligation to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety Precautions, in conformance with the intent of the Contract.

The ENGINEER will make recommendations to the OWNER, in writing, on all claims of the OWNER or the CONTRACTOR arising from interpretation or execution of the Contract Documents. Such recommendations will be of factual and/or technical nature, and will not include the legal interpretation of

the Contract Documents. Any necessary legal interpretation of the Contract Document will be made by the OWNER. Such recommendation shall be necessary before the CONTRACTOR can receive additional money under the terms of the Contract. Changes in work ordered by the ENGINEER shall be made in compliance with Article CHANGES IN THE WORK.

One or more Project representatives may be assigned to observe the work. It is understood that such Project representatives shall have the authority to issue notice of nonconformance and make decisions within the limitations of the authority of the ENGINEER. The CONTRACTOR shall furnish all reasonable assistance required by the ENGINEER or Project representatives for Proper observation of the work. The above-mentioned Project representatives shall not relieve the CONTRACTOR of his obligations to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety Precautions, in conformance with the intent of the Contract.

27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences, or Procedures of construction, or the safety Precautions and Programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the work in accordance with the Contract Documents.

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, any supplier, or of any other person or organization performing or furnishing any of the work.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "Proper", or "satisfactory", or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the Provisions of this Article.

28. REJECTED WORK

Any defective work or nonconforming materials or equipment that may be discovered at any time prior to expiration of the warranty period shall be removed and replaced by work which shall conform to the Provisions of the Contract Documents. Any material condemned or rejected shall be removed at once from the Project site.

Failure on the part of the ENGINEER to condemn or reject bad or inferior work or to note nonconforming materials or equipment on CONTRACTOR submittals shall not be construed to imply acceptance of such work. The OWNER shall reserve and retain all of its rights and remedies at law against the CONTRACTOR and its Surety for correction of any and all latent defects discovered after the guarantee period.

29. LINES AND GRADES

Lines and grades shall be established as provided in the supplementary conditions. All stakes, marks, and other reference information shall be carefully preserved by the CONTRACTOR, and in case of their careless or unnecessary destruction or removal by him or his employees, such stakes, marks, and other information shall be replaced at the CONTRACTOR's expense.

30. SUBMITTALS

After checking and verifying all field measurements and after complying with applicable Procedures specified in Division I, GENERAL REQUIREMENTS, CONTRACTOR shall submit to ENGINEER, in accordance with the schedule for submittals for review, shop drawings, electrical diagrams, and catalog cuts for fabricated items and manufactured items (including mechanical and electrical equipment), which shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submittal. All submittals shall be identified as ENGINEER may require. The data shown shall be complete with respect to quantities, dimensions specified, performance and design criteria, materials, and similar data to enable ENGINEER to review the information. CONTRACTOR shall also submit to ENGINEER for review, with such Promptness as to cause no delay in work, all samples required by the Contract Documents. All samples shall have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each submittal, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each submittal with other submittals and with the requirements of the work and the Contract Documents.

At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the submittal may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to ENGINEER for review and approval of each variation.

ENGINEER will review submittals with reasonable Promptness, but ENGINEER's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or Procedures of construction (except where a specific means, method, technique, sequence, or Procedure of construction is indicated in or required by the Contract Documents) or to safety Precautions or Programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of shop drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on Previous submittals.

ENGINEER's review of submittals shall not relieve CONTRACTOR from the responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated therein or accompanying the shop drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the Provisions herein.
Where a shop drawing or sample is required by the specifications, any related work performed Prior to ENGINEER's review and approval of the pertinent submission shall be at the sole expense and responsibility of the CONTRACTOR.

31. DETAIL DRAWINGS AND INSTRUCTIONS

The ENGINEER will furnish, with reasonable Promptness, additional instructions by means of Drawings or otherwise, if, in the ENGINEER's opinion, such are required for the Proper execution of the work. All such Drawings and instructions will be consistent with the Contract Documents, true developments thereof, and reasonably inferable there from.

THE CONTRACTOR AND HIS EMPLOYEES

32. CONTRACTOR, AN INDEPENDENT AGENT

The CONTRACTOR shall independently perform all work under this Contract and shall not be considered as an agent of the OWNER or of the ENGINEER, nor shall the CONTRACTOR's SUBCONTRACTORS or employees be subagents of the OWNER or of the ENGINEER.

A. ASSIGNMENT OF CONTRACT

Assignment of any part or the whole of this Contract shall be subject to review and approval of the City Commission.

33. SUBCONTRACTING

Unless modified in the Supplementary Conditions, within 10 days after the execution of the Contract, the CONTRACTOR shall submit to the ENGINEER the names of all SUBCONTRACTORS Proposed for the work, including the names of any SUBCONTRACTORS that were submitted with the Proposal. The CONTRACTOR shall not employ any SUBCONTRACTORS to which the OWNER may object to as lacking capability to properly perform work of the type and scope anticipated.

The CONTRACTOR is as fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relationship between any SUBCONTRACTOR and the OWNER or ENGINEER.

34. INSURANCE AND LIABILITY

A. GENERAL

The CONTRACTOR shall provide (from insurance companies acceptable to the OWNER) the insurance coverage designated hereinafter and pay all costs before commencing work under this Contract. The CONTRACTOR shall furnish the OWNER with certificates of insurance specified herein showing the type, amount class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

"The insurance covered by this certificate shall not be canceled or materially altered, except after 30 days' written notice has been received by the OWNER."

In case of the breach of any Provision of this Article, the OWNER, at his option, may take out and maintain, at the expense of the CONTRACTOR, such insurance as the OWNER may deem Proper and may deduct the cost of such insurance from any monies which may be due or become due the CONTRACTOR under this Contract.

B. CONTRACTOR AND SUBCONTRACTOR INSURANCE

The CONTRACTOR shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been reviewed by the OWNER, nor shall the CONTRACTOR allow any SUBCONTRACTOR to commence work on his subcontract until insurance specified below has been obtained. Review of the insurance by the OWNER shall not relieve or decrease the liability of the CONTRACTOR hereunder.

C. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The CONTRACTOR shall maintain during the life of this Contract the statutory amount of Workmen's Compensation Insurance, in addition, Employer's Liability Insurance in an amount as specified in the Supplementary Conditions, for each occurrence, for all of his employees to be engaged in work on the Project under this Contract. In case any such work is subcontracted, the CONTRACTOR shall require the SUBCONTRACTOR to provide similar Workmen's Compensation and Employer's Liability Insurance for all of the SUBCONTRACTOR's employees to be engaged in such work.

D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)

The CONTRACTOR shall maintain during the life of this Contract such general liability, completed operations and Products liability, and automobile liability insurance as will Provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for Property damage, which may arise directly or indirectly from performance of the work under this Contract. The general liability policy shall include contractual liability assumed by the CONTRACTOR under Article **INDEMNITY.** Coverage for Property damage shall be on a "broad form" basis with no exclusions for "X, C & U". The amount of insurance to be provided shall be as specified in the Supplementary Conditions.

In the event any work under this Contract is performed by a SUBCONTRACTOR, the CONTRACTOR shall be responsible for any liability directly or indirectly arising out of the work performed by the SUBCONTRACTOR; to the extent such liability is not covered by the SUBCONTRACTOR's insurance.

The OWNER and ENGINEER, their officers, agents, and employees shall be named as Additional Insured's on the CONTRACTOR's and any SUBCONTRACTOR's general liability and automobile liability insurance policies for any claims arising out of work performed under this Contract.

E. BUILDERS RISK ALL RISK INSURANCE

Unless otherwise modified in the Supplementary Conditions, the CONTRACTOR shall secure and maintain during the life of this Contract, Builders Risk All Risk Insurance coverage in an amount equal to the full value of the facilities under construction. Such insurance shall include coverage for earthquake, landslide, flood, collapse, loss due to the results of faulty workmanship or design, and all other normally covered risks, and shall provide for losses to be paid to the CONTRACTOR, OWNER, and ENGINEER as their interests may appear.

The OWNER and ENGINEER, their officers, agents, and employees shall be named as additional insured's on the CONTRACTOR's and any SUBCONTRACTOR's Builders Risk All Risk insurance policies for any claims arising out of work performed under this Contract.

This insurance shall include a waiver of subrogation as to the ENGINEER, the OWNER, the CONTRACTOR, and their respective officers, agents, employees and SUBCONTRACTORS.

F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the Provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

35. INDEMNITY

To the maximum extent permitted by law, the CONTRACTOR shall indemnify and defend the OWNER and the ENGINEER, and their officers, employees, agents, and sub-consultants, from all claims and losses, including attorney's fees and litigation costs arising out of Property losses or health, safety, personal injury, or death claims by the CONTRACTOR, its SUBCONTRACTORS of any tier, and their employees, agents, or invitees regardless of the
fault, breach of Contract, or negligence of the OWNER or ENGINEER, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the OWNER or the ENGINEER and regardless of whether or not the CONTRACTOR is or can be named a party in a litigation.

36. EXCLUSION OF CONTRACTOR CLAIMS

In performing its obligations, the ENGINEER and its consultants may cause expense for the CONTRACTOR or its SUBCONTRACTORS and equipment or material suppliers. However, those parties and their sureties shall maintain no direct action against the ENGINEER, its officers, employees, agents, and consultants for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed.

37. TAXES AND CHARGES

The CONTRACTOR shall withhold and pay any and all sales and use taxes and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws.

38. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS

When the Contract Documents concern public works of the state or any county, municipality, or political subdivision created by its laws, the applicable statutes shall apply. All parties to this Contract shall determine the contents of all applicable statutes and comply with their Provisions throughout the performance of the Contract.

39. CODES, ORDINANCES, PERMITS AND LICENSES

The CONTRACTOR shall keep himself fully informed of all local codes and ordinances, as well as state and federal laws, which in any manner affect the work herein specified. The CONTRACTOR shall at all times comply with said codes and ordinances, laws, and regulations, and Protect and indemnify the OWNER, the ENGINEER and their respective employees, and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. All permits, licenses and inspection fees necessary for Prosecution and completion of the work shall be secured and paid for by the CONTRACTOR, unless otherwise specified.

40. SUPERINTENDENCE

The CONTRACTOR shall keep at the project site, competent supervisory personnel. The CONTRACTOR shall designate, in writing, before starting work, a Project superintendent who shall be an employee of the CONTRACTOR and shall have complete authority to represent and to act for the CONTRACTOR. ENGINEER shall be notified in writing prior to any change in superintendent assignment. The CONTRACTOR shall give efficient supervision to the work, using his best skill and attention. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, and Procedures, and for providing adequate safety Precautions and coordinating all portions of the work under the Contract. It is specifically understood and agreed that the ENGINEER, its employees and agents, shall not have control or charge of and shall not be responsible for the construction means, methods, techniques, Procedures, or for providing adequate safety Precautions in connection with the work under Contract.

41. RECEPTION OF ENGINEER'S COMMUNICATIONS

The superintendent shall receive for the CONTRACTOR all communications from the ENGINEER. Communications of major importance will be confirmed in writing upon request from the CONTRACTOR.

The ENGINEER may schedule Project meetings for the purposes of discussing and resolving matters concerning the various elements of the work. Time and place for these meetings and the names of persons required to be Present shall be as determined by the ENGINEER. CONTRACTOR shall comply with these attendance requirements and shall also require his SUBCONTRACTORS to comply.

42. SAFETY

The CONTRACTOR shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and Property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety Provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The CONTRACTOR's failure to thoroughly familiarize himself with the aforementioned safety Provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The CONTRACTOR shall develop and maintain for the duration of this Contract, a safety Program that will effectively incorporate and implement all required safety Provisions. The CONTRACTOR shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety Program. The duty of the ENGINEER to conduct construction review of the work does not include review or approval of the adequacy of the CONTRACTOR's safety Program, safety supervisor, or any safety measures taken in, on, or near the construction site. The CONTRACTOR, as a part of his safety Program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to the work as Prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the Procedure for the immediate removal to a hospital

or a doctor's care of persons (including employees) who may be injured on the jobsite.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the ENGINEER and the OWNER. In addition, the CONTRACTOR must promptly report in writing to the ENGINEER all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If a claim is made by anyone against the CONTRACTOR or any SUBCONTRACTOR on account of any accident, the CONTRACTOR shall promptly report the facts in writing to the ENGINEER, giving full details of the claim.

43. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall at all times safely guard and Protect from damage the OWNER's Property, adjacent Property, and his own work from injury or loss in connection with this Contract. All facilities required for Protection by federal, state, or municipal laws and regulations and local conditions must be provided and maintained.

The CONTRACTOR shall Protect his work and materials from damage due to the nature of the work, the elements, carelessness of other CONTRACTORs, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the Prosecution of the work, or from the action of the elements, shall be sustained by the CONTRACTOR.

44. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency which threatens loss or injury of Property, and/or safety of life, the CONTRACTOR shall act, without previous instructions from the OWNER or ENGINEER, as the situation may warrant. The CONTRACTOR shall notify the ENGINEER thereof immediately thereafter. Any claim for compensation by the CONTRACTOR, together with substantiating documents in regard to expense, shall be submitted to the OWNER through the ENGINEER and the amount of compensation shall be determined by agreement.

45. MATERIALS AND APPLIANCES

Unless otherwise stipulated, the CONTRACTOR shall Provide and pay for all materials, labor, water, tools, equipment, heat, light, fuel, power, transportation, construction equipment and machinery, appliances, telephone, sanitary facilities, temporary facilities and other facilities and incidentals necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

In selecting and/or approving equipment for installation in the Project, the OWNER and ENGINEER assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable federal, state, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

46. CONTRACTORS' AND MANUFACTURERS' COMPLIANCE WITH STATE SAFETY, OSHA, AND OTHER CODE REQUIREMENTS

The completed work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items required by the state and federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the work subject to such safety regulations shall be fabricated, furnished, and installed (including OWNER-furnished equipment) in compliance with these requirements. CONTRACTORs and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. CONTRACTORs shall notify all equipment suppliers and SUBCONTRACTORS of the Provisions of this Article.

47. SUBSTITUTION OF MATERIALS

Except for OWNER-selected equipment items, and items where no substitution is clearly specified, whenever any material, article, device, Product, fixture, form, type of construction, or Process is indicated or specified by patent or Proprietary name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or Process desired. This Procedure is not to be construed as eliminating from competition other Products of equal or better quality by other manufacturers where fully suitable in design, and shall be deemed to be followed by the words "or equal". The CONTRACTOR may, in such cases, submit complete data to the ENGINEER for consideration of another material, type, or Process that shall be substantially equal in every respect to that so indicated or specified. Substitute materials shall not be used unless approved in writing. The ENGINEER will be the sole judge of the substituted article or material.

48. TESTS, SAMPLES, AND OBSERVATIONS

The CONTRACTOR shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining the same, as requested by the ENGINEER. When required, the CONTRACTOR shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

The OWNER, ENGINEER, and authorized government agents, and their representatives shall at all times be Provided safe access to the work wherever it is in Preparation or Progress, and the CONTRACTOR shall Provide facilities for such access and for observations, including maintenance of temporary and permanent access.

If the Specifications, laws, ordinances, or any public authority require any work, to be specially tested or approved, the CONTRACTOR shall give timely notice of its readiness for observations. If any work should be covered up without approval or consent of the ENGINEER, it shall, if required by the ENGINEER, be uncovered for examination at the CONTRACTOR's expense.
Reexamination of questioned work may be ordered by the ENGINEER, and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found to be in accordance with the Contract Documents, the OWNER will pay the cost of uncovering, exposure, observation, inspection, testing and reconstruction. If such work is found to be not in accordance with the Contract Documents, the CONTRACTOR shall correct the defective work, and the cost of reexamination and correction of the defective work shall be paid by the CONTRACTOR.

49. ROYALTIES AND PATENTS

The CONTRACTOR shall pay all royalty and licenses fees, unless otherwise specified. The CONTRACTOR shall defend all suits or claims for infringement of any patent rights and shall save the OWNER and the ENGINEER harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

50. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of more than 3 months, through no act or fault of the CONTRACTOR, its SUBCONTRACTORS, or respective employees or if the ENGINEER should fail to make recommendation for payment to the OWNER or return payment request to CONTRACTOR for revision within 30 days after it is due, or if the OWNER should fail to pay the CONTRACTOR within 30 days after time specified in Article PARTIAL PAYMENTS, any sum recommended by the ENGINEER, then the CONTRACTOR may, upon 15 days' written notice to the OWNER and the ENGINEER, stop work or terminate this Contract and recover from the OWNER payment for all acceptable work performed and reasonable termination expenses, unless said default has been remedied.

51. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD

The CONTRACTOR hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, Provided under terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 2 years after the date of final acceptance of the work or within 2 years after the date of substantial completion established by the ENGINEER for specified items of equipment, or within such longer period as may be Prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. Un-remedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the work to an extended warranty period of 2 years after the defect has been remedied.

The CONTRACTOR further assumes responsibility for a similar guarantee for all work and materials provided by SUBCONTRACTORS or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period for equipment qualifying as substantially complete is defined in Article SUBSTANTIAL COMPLETION, AND Article SUBSTANTIAL COMPLETION DATE, in these General Conditions.

The CONTRACTOR also agrees to hold the OWNER and the ENGINEER harmless from liability of any kind arising from damage due to said defects. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order for same from the OWNER. If the CONTRACTOR fails to make the repairs and replacements promptly, or in an emergency where delay would cause serious risk, or loss, or damage, the OWNER may have the defective work corrected or the rejected work removed and replaced, and the CONTRACTOR and his Surety shall be liable for the cost thereof.

PROGRESS OF THE WORK

52. BEGINNING OF THE WORK

Following execution of the Contract, the CONTRACTOR shall meet with the OWNER and ENGINEER relative to his arrangements for prosecuting the work.

53. SCHEDULES AND PROGRESS REPORTS

Prior to starting the construction, the CONTRACTOR shall Prepare and submit to the ENGINEER, a Progress schedule showing the dates on which each part or division of the work is expected to be started and finished, and a Preliminary schedule for submittals. The Progress schedule for submittals shall be brought up to date and submitted to the ENGINEER at the end of each month or at such other times the ENGINEER may request.

The CONTRACTOR shall forward to the ENGINEER, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work. These Progress reports shall indicate the date of the purchase order, the current percentage of completion, estimated delivery, and cause of delay, if any.

If the completion of any part of the work or the delivery of materials is behind the submitted Progress schedule, the CONTRACTOR shall submit in writing a plan acceptable to the OWNER and ENGINEER for bringing the work up to schedule.

The OWNER shall have the right to withhold Progress payments for the work if the CONTRACTOR fails to update and submit the Progress schedule and reports as specified.

54. PROSECUTION OF THE WORK

It is expressly understood and agreed that the time of beginning, rate of Progress, and time of completion of the work are the essence of this Contract. The work shall be prosecuted at such time, and in or on such part or parts of the Project as may be required, to complete the Project as contemplated in the Contract Documents and the Progress schedule.

If the CONTRACTOR desires to carry on work at night or outside the regular hours, he shall give timely notice to the ENGINEER to allow satisfactory arrangements to be made for observing the work in Progress.

55. OWNER'S RIGHT TO RETAIN IMPERFECT WORK

If any part or portion of the work completed under this Contract shall Prove defective and not in accordance with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the OWNER shall have the right and authority to retain such work but will make such deductions in the final payment therefore as may be just and reasonable.

56. OWNER'S RIGHT TO DO WORK

Should the CONTRACTOR neglect to Prosecute the work in conformance with the Contract Documents or neglect or refuse at his own cost to remove and replace work rejected by the ENGINEER, then the OWNER may notify the Surety of the condition, and after 10 days' written notice to the CONTRACTOR and the Surety, or without notice if an emergency or danger to the work or public exists, and without Prejudice to any other right which the OWNER may have under Contract, or otherwise, take over that portion of the work which has been improperly or non timely executed, and make good the deficiencies and deduct the cost thereof from the payments then or thereafter due the CONTRACTOR.

57. OWNER'S RIGHT TO TRANSFER EMPLOYMENT

If the CONTRACTOR should abandon the work or if he should persistently or repeatedly refuse or should fail to make prompt payment to SUBCONTRACTORS for material or labor, or to persistently disregard laws, ordinances, or to prosecute the work in conformance with the Contract Documents, or otherwise be guilty of a substantial violation of any Provision of the Contract or any laws or ordinance, then the OWNER may, without Prejudice to any other right or remedy, and after giving the CONTRACTOR and Surety 10 days' written notice, transfer the employment for said work from the CONTRACTOR to the Surety. Upon receipt of such notice, such Surety shall enter upon the Premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this contract and employ by Contract or otherwise, any qualified person or persons to finish the work and Provide the materials therefore, in accordance with the Contract Documents, without termination of the continuing full force and effect of this contract. In case of such transfer of employment to such Surety, the Surety shall be paid in its own name on estimates according to the terms hereof without any right of the CONTRACTOR to make any claim for the same or any part thereof.

If, after the furnishing of said written notice to the Surety, the CONTRACTOR and the Surety still fail to make reasonable Progress on the performance of the work, the OWNER may terminate the employment of the CONTRACTOR and take possession of the Premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient and charge the cost thereof to the CONTRACTOR and the Surety. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the expense of completing the Contract, including compensation for additional managerial and administrative services, shall exceed such unpaid balance, the CONTRACTOR and the Surety shall pay the difference to the OWNER.

58. DELAYS AND EXTENSION OF TIME

If the CONTRACTOR is delayed in the Progress of the work by any act or neglect of the OWNER or the ENGINEER, or by any separate CONTRACTOR employed by the OWNER, or by strikes, lockouts, fire, adverse weather conditions not reasonably anticipated, or acts of Nature, and if the CONTRACTOR, within 48 hours of the start of the occurrence, gives written notice to the OWNER of the cause of the potential delay and estimate of the possible time extension involved, and within 10 days after the cause of the delay has been remedied, the CONTRACTOR gives written notice to the OWNER of any actual time extension requested as a result of the aforementioned occurrence, then the Contract time may be extended by change order for such reasonable time as the ENGINEER determines. It is agreed that no claim shall be made or allowed for any damages, loss, or expense which may arise out of any delay caused by the above referenced acts or occurrences other than claims for the appropriate extension of time. No extension of time will be granted to the CONTRACTOR for delays occurring to parts of the work that have no measurable impact on the completion of the total work under this Contract. No extension of time will be considered for weather conditions reasonably anticipated for the area in which the work is being performed. Reasonably anticipated weather conditions will be based on official records of monthly Precipitation and other historical data. Adverse weather conditions, if determined to be of a severity that would impact Progress of the work, may be considered as cause for an extension of Contract completion time.

Delays in delivery of equipment or material purchased by the CONTRACTOR or his SUBCONTRACTORS, including OWNER-selected equipment shall not be considered as a just cause for delay, unless the OWNER determines that for good cause the delay is beyond the control of the CONTRACTOR. The CONTRACTOR shall be fully responsible for the timely ordering, scheduling, complete the work is the per-diem rate, as stipulated in the Proposal. The said amount is hereby agreed upon as a reasonable estimate of the costs, which may be accrued by the OWNER after the expiration of the time of completion. It is expressly under- stood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The OWNER shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or Surety.

59. DIFFERING SITE CONDITIONS

The CONTRACTOR shall promptly, and before the conditions are disturbed, give a written notice to the OWNER and ENGINEER of:

A. subsurface or latent physical conditions at the site which differ materially from those indicated in this contract,

B. unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The ENGINEER will investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performing any part of the work under this Contract, whether or not changed as a result of the conditions, and equitable adjustment shall be made under this Article and the Contract modified in writing accordingly.

No request by the CONTRACTOR for an equitable adjustment to the Contract under this Article will be allowed, unless the CONTRACTOR has given the written notice required; Provided that the time prescribed above for giving written notice may be extended by the OWNER.

No request by the CONTRACTOR for an equitable adjustment to the Contract for differing site conditions will be allowed if made after final payment under this Contract.

60. LIQUIDATED DAMAGES

Should the CONTRACTOR fail to complete the work, or any part thereof, in the time agreed upon in the Contract or within such extra time as may have been allowed for delays by extensions granted as Provided in the Contract, the CONTRACTOR shall reimburse the OWNER for the additional expense and damage for each calendar day, Sundays and legal holidays included, that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per-diem rate, as stipulated in the Proposal. The said amount is hereby agreed upon as a reasonable estimate of the costs which may be accrued by the OWNER after the expiration of the time of completion. It is expressly under- stood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The OWNER shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or Surety.

61. OTHER CONTRACTS

The OWNER reserves the right to let other Contracts in connection with the work. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the introduction and storage of their materials and the execution of

their work and shall properly connect and coordinate his work with theirs.

If any part of the work under this Contract depends for Proper execution or results upon the work of any other CONTRACTOR, utility service company or OWNER, the CONTRACTOR shall inspect and Promptly report to the ENGINEER in writing any patent or apparent defects to deficiencies in such work that render it unsuitable for such Proper execution and results. The CONTRACTOR's failure to so report shall constitute and acceptance of the work by others as being fit and Proper for integration with work under this Contract, except for latent or non apparent defects and deficiencies in the work.

62. USE OF PREMISES

The CONTRACTOR shall confine his equipment, the storage of materials and the operation of his workers to limits shown on the Drawings or indicated by law, ordinances, permits, or directions of the ENGINEER, and shall not unreasonably encumber the Premises with his materials. The CONTRACTOR shall provide, at his own expense, the necessary rights-of-way and access to the work, which may be required outside the limits of the OWNER's Property and shall furnish the ENGINEER copies of permits and agreements for use of the Property outside that provided by the OWNER.

The CONTRACTOR shall not load nor permit any part of the structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the work or adjacent Property to stresses or Pressures that will endanger it.

63. SUBSTANTIAL COMPLETION DATE

The ENGINEER may issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that the OWNER will assume the responsibility for the cost of operating such equipment. Said notice shall not be considered as final acceptance of any portion of the work or relieve the CONTRACTOR from completing the remaining work within the specified time and in full compliance with the Contract Documents. See SUBSTANTIAL COMPLETION under DEFINITIONS of these General Conditions.

64. PERFORMANCE TESTING

Operating equipment and systems shall be performance tested in the Presence of the ENGINEER to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by the ENGINEER. Schedule such testing with the ENGINEER at least one week in advance of the planned date for testing.

65. OWNER'S USE OF PORTIONS OF THE WORK

Following issuance of the written notice of Substantial Completion, the OWNER may initiate operation of the facility. Such use shall not be considered as final acceptance of any portion of the work, nor shall such use be considered as cause for an extension of the Contract completion time, unless authorized by a Change Order issued by the OWNER.

66. CUTTING AND PATCHING

The CONTRACTOR shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together Properly and fit it to receive or be received by work of other CONTRACTORs shown upon or reasonably implied by the Drawings.

67. CLEANING UP

The CONTRACTOR shall, at all times, keep Property on which work is in Progress and the adjacent Property free from accumulations of waste material or rubbish caused by employees or by the work. Upon completion of the construction, the CONTRACTOR shall remove all temporary structures, rubbish, and waste materials resulting from his operations.

<u>PAYMENT</u>

68. PAYMENT FOR CHANGE ORDERS

The OWNER's request for quotations on alterations to the work shall not be considered authorization to proceed with the work expediting, delivery, and installation of all equipment and materials. Within a reasonable period after the CONTRACTOR submits to the OWNER a written request for an extension of time, the ENGINEER will Present his written opinion to the OWNER as to whether an extension of time is justified, and, if so, his recommendation as to the number of days for time extension. The OWNER will make the final decision on all requests for extension of time.

Prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing work. Quotations for alterations to the work shall include substantiating documentation with an itemized breakdown of CONTRACTOR and SUBCONTRACTOR costs, including labor, material, rentals, approved services, overhead, and profit. OWNER may require detailed cost data in order to substantiate the reasonableness of the proposed costs.

Any compensation paid in conjunction with the terms of a Change Order shall comprise total compensation due the CONTRACTOR for the work or alteration defined in the Change Order. By signing the Change Order, the CONTRACTOR acknowledges that the stipulated compensation includes payment for the work or alteration plus all payment for the interruption of schedules, extended overhead, delay, or any other impact claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation in respect to the subject Change Order.

At the OWNER's option, payment or credit for any alterations covered by a Change Order shall be determined by one or a combination of the methods set forth in A, B, or C below, as applicable:

A. UNIT PRICES

Those unit Prices stipulated in the Proposal shall be utilized where they are applicable. In the event the Change Order results in a change in the original quantity that is materially and significantly different from the original bid quantity, a new unit Price shall be negotiated upon demand of either party. Unit Prices for new items included in the Change Order shall be negotiated and mutually agreed upon.

B. LUMP SUM

A total lump sum for the work negotiated and mutually acceptable to the CONTRACTOR and the OWNER. Lump sum quotations for modifications to the work shall include substantiating documentation with an itemized breakdown of CONTRACTOR and SUBCONTRACTOR costs, including labor, material, rentals, approved services, overhead, and Profit, all calculated as specified under "C" below.

C. COST REIMBURSEMENT WORK

The term "cost reimbursement" shall be understood to mean that payment for the work will be made on a time and expense basis, that is, on an accounting of the CONTRACTOR's forces, materials, equipment, and other items of cost as required and used to do the work.

If the method of payment cannot be agreed upon Prior to the beginning of the work, and the OWNER directs by written Change Order that the work be done on a cost reimbursement basis, then the CONTRACTOR shall furnish labor, and furnish and install equipment and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual cost of the following:

1. Labor including foremen for those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance, and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by the OWNER.
2. Material delivered and used on the designated work, including sales tax, if paid by the CONTRACTOR or his SUBCONTRACTOR.
3. Rental or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of $100. Rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.
4. Additional bond, as required and approved by the OWNER.
5. Additional insurance (other than labor insurance) as required and approved by the OWNER.

In addition to items 1 through 5 above, an added fixed fee for general overhead and Profit shall be negotiated and allowed for the CONTRACTOR (or approved SUBCONTRACTOR) actually executing the Cost Reimbursement work.

An additional fixed fee shall be negotiated and allowed the CONTRACTOR for the administrative handling of portions of the work that are executed by an approved SUBCONTRACTOR. No additional fixed fee will be allowed for the administrative handling of work executed by a SUBCONTRACTOR of a SUBCONTRACTOR, unless by written permission from the OWNER.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, Profit, and any other general expense. The CONTRACTOR's records shall make clear distinction between the direct costs of work paid for on a cost reimbursement basis and the costs of other work. The CONTRACTOR shall furnish the ENGINEER report sheets in duplicate of each day's cost reimbursement work no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the CONTRACTOR, SUBCONTRACTOR or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted with the daily report sheets, or, if not available, they shall be submitted

with subsequent daily report sheets. Said daily report sheets shall be signed by the CONTRACTOR or his authorized agent.

The OWNER reserves the right to furnish such materials and equipment as he deems expedient and the CONTRACTOR shall have no claim for profit or added fees on the cost of such materials and equipment. To receive partial payments and final payment for cost reimbursement work, the CONTRACTOR shall submit to the ENGINEER, detailed and complete documented verification of the CONTRACTOR's and any of his SUBCONTRACTORS' actual costs involved in the cost reimbursement work. Such costs shall be submitted within 30 days after said work has been performed.

69. PARTIAL PAYMENTS

A. GENERAL

Nothing in this Article shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work, should such work be later found not to comply with the Provisions of the Contract Documents. All estimated quantities of work for which partial payments have been made are subject to review and correction on the final estimate. Payment by the OWNER and acceptance by the CONTRACTOR of partial payments based on periodic estimates of quantities of work performed shall not, in any way, constitute acceptance of the estimated quantities used as a basis for computing the amounts of the partial payments.

B. ESTIMATE

At least 30 days before each Progress payment falls due, as specified in the Supplementary Conditions, the CONTRACTOR shall submit to the ENGINEER a detailed estimate of the amount earned during the Preceding month for the separate portions of the work, and request payment. As used in this Article, the words "amount earned" means the value, on the date of the estimate for partial payment, of the work completed in accordance with the Contract Documents, and the value of approved materials delivered to the Project site suitable stored and Protected Prior to incorporation into the work.

ENGINEER will, within 7 days after receipt of each request for payment, either indicate in writing a recommendation of payment and present the request to OWNER, or return the request to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may, within 7 days, make the necessary corrections and resubmit the request.

ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such an extent as may be necessary in ENGINEER's opinion to protect the OWNER from loss because:

1. The work is defective, or completed work has been damaged requiring correction or replacement;

2. Written claims have been made against OWNER or Liens have been filed in connection with the work;

3. The Contract Price has been reduced because of Change Orders;

4. OWNER has been required to correct defective work or complete the work in accordance with Article OWNER'S RIGHT TO DO WORK;

5. Of CONTRACTOR's unsatisfactory Prosecution of the work in accordance with the Contract Documents; or

6. CONTRACTOR's failure to make payment to SUBCONTRACTORS or for labor, materials, or equipment.

C. DEDUCTION FROM ESTIMATE

Unless modified in the Supplementary Conditions, deductions from the estimate will be as described below:

1. The OWNER will deduct from the estimate, and retain as part security, 10 percent of the amount earned for work satisfactorily completed. A deduction and retainage of 10 percent will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work. When the work is 50 percent complete, the OWNER may reduce the retainage to 5 percent of the dollar value of all work satisfactorily completed to date provided the CONTRACTOR is making satisfactory progress and there is no specific cause for a greater retainage. The OWNER may reinstate the retainage up to 10 percent if the OWNER determines, at his discretion, that the CONTRACTOR is not making satisfactory progress or where there is other specific cause for such withholding.

D. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED

Unless modified in the Supplementary Conditions, qualification for partial payment for materials delivered but not yet incorporated into the work shall be as described below:

1. Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. No consideration shall be given to individual purchases of less than $200 for any one item.

2. To receive partial payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the CONTRACTOR to include a list of such materials on the Partial Payment Request. At his sole discretion, the ENGINEER may approve items for which partial payment is to be made. Partial payment shall be based on the CONTRACTOR's actual cost for the materials as evidenced by invoices from the supplier. Proper storage and Protection shall be provided by the CONTRACTOR, and as approved by the ENGINEER. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the CONTRACTOR, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the work.

3. CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests, and encumbrances.

4. If requested by the ENGINEER, the CONTRACTOR shall provide, with subsequent pay requests, invoices receipted by the supplier showing payment in full has been made.

E. PAYMENT

After deducting the retainage and the amount of all previous partial payments made to the CONTRACTOR from the amount earned, the amount due will be made payable to the CONTRACTOR. Recommendations for payment received by the OWNER less than 9 days Prior to the scheduled day for payment will not be Processed or paid until the following month.

70. CLAIMS FOR EXTRA WORK

In any case where the CONTRACTOR deems additional time or compensation will become due him under this Contract for circumstances other than those defined in Article DELAYS AND EXTENSION OF TIME, the CONTRACTOR shall notify the ENGINEER, in writing, of his intention to make claim for such time or compensation before he begins the work on which he bases the claim, in order that such matters may be settled, if possible, or other appropriate action taken. The notice of claim shall be in duplicate, in writing, and shall state the circumstances and the reasons for the claim, but need not state the amount. If such notification is not given or if the ENGINEER is not afforded proper facilities by the CONTRACTOR for keeping strict account of actual cost, then the CONTRACTOR hereby agrees to waive the claim for such additional time or compensation. Such notice by the CONTRACTOR, and fact that the ENGINEER has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

No extension of time will be granted to the CONTRACTOR for delays resulting from extra work that have no measurable impact on the completion of the total work under this Contract. Claims for additional time or compensation shall be made in itemized detail and submitted, in writing, to the OWNER and ENGINEER within 10 days following completion of that portion of the work for which the CONTRACTOR bases his claim. Failure to make the claim for additional compensation in the manner and within the time specified above shall constitute waiver of that claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Article PAYMENT FOR CHANGE ORDERS.

71. RELEASE OF LIENS OR CLAIMS

The CONTRACTOR shall indemnify and hold harmless the OWNER from all claims for labor and materials furnished under this Contract. Prior to the final payment, the CONTRACTOR shall furnish to the OWNER, as part of his final payment request, a certification that all of the CONTRACTOR's obligations on the project have been satisfied and that all monetary claims and indebtedness have been paid. The CONTRACTOR shall furnish complete and legal effective releases or waivers, satisfactory to the OWNER, of all liens arising out of or filed in connection with the work.

72. FINAL PAYMENT

Upon completion of all the work under this Contract, the CONTRACTOR shall notify the ENGINEER, in writing, that he has completed his part of the Contract and shall request final payment. Upon receipt of such notice the ENGINEER will inspect and, if acceptable, submit to the OWNER his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the CONTRACTOR. Upon approval of this final estimate by the OWNER and compliance by the CONTRACTOR with Provisions in Article **RELEASE OF LIENS OR CLAIMS,** and other Provisions as may be applicable, the OWNER shall pay to the CONTRACTOR all monies due him under the Provisions of these Contract Documents.

73. NO WAIVER OF RIGHTS

Neither the inspection by the OWNER, through the ENGINEER or any of his employees, nor any order by the OWNER for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the OWNER or ENGINEER, nor any extension of time, nor any possession taken by the OWNER or its employees, shall operate as a waiver of any Provision of this Contract, or any power herein reserved to the OWNER, or any right to damages herein Provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the OWNER's rights under the warranty.

74. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the CONTRACTOR of the final payment shall release the OWNER and the ENGINEER, as representatives of the OWNER, from all claims and all liability to the CONTRACTOR for all things done or furnished in connection with the work, and every act of the OWNER and others relating to or arising out of the work except claims Previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the CONTRACTOR or his Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds and warranties, as herein provided.

SUPPLEMENTARY CONDITIONS

The General Conditions are hereby revised as follows:

ARTICLE 9 "ENGINEER"

Delete Article "ENGINEER" in its entirety and substitute the following:

The person or organization identified as such in the Contract Documents. The Term "ENGINEER" means ARCHITECT or his authorized representative.

ARTICLE 34 "INSURANCE & LIABILITY"

Delete Article 34 "INSURANCE & LIABILITY" (A), (B), (C), and (D) in their entirety and substitute the following:

Contractor shall maintain limits no less than those stated below:

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	$1,000,000	Combined Single Limit
General Liability	$1,000,000	Aggregate (Per Project)
	$1,000,000	Products Aggregate
	$1,000,000	Any One Occurrence
	$1,000,000	Personal Injury
	$ 300,000	Fire Damage/Legal

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON-CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer,

representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	$1,000,000
Bodily Injury by Disease Each Employee	$1,000,000
Bodily Injury by Disease Policy Limit	$1,000,000

CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3963 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

Add the following Article:

G. SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida. If requested, Contractor shall Provide Proof of Florida Licensure for all insurance companies. The City of Key West and CH2M HILL shall be named as Additional Insured on the insurance certificates.

ARTICLE 35 “INDEMNITY”

Delete Article 35 “INDEMNITY” in its entirety and substitute the following:

INDEMNITY

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the “indemnitees”) from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR’s insurance or $1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers’ compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

ARTICLE 39 "CODES, ORDINANCES, PERMITS, AND LICENSES"

Add the following:

A. PERMIT FOR WORK WITHIN LOCAL RIGHTS-OF-WAY

The Contractor shall obtain from the City of Key West the necessary permits for work within the rights-of-way. The Contractor shall abide by all regulations and conditions, including maintenance of traffic.

B. NOISE ORDINANCE

City of Key West has a noise ordinance that allows working hours between 8:00 AM to 7:00 PM, Monday through Friday. No work should be performed during weekends or City Holidays, State Holidays and National Holidays. Any construction operations outside these hours and these days will require a variance from the City of Key West Commission.

D. "LICENSES"

1. Within 10 days of Notice of Award, the successful Bidder must represent that he holds all applicable, county, and City of Key West licenses and permits required to do the work described in the Contract Documents.

2. Further, the successful Bidder must, within 10 days of Notice of Award, furnish documentation showing that, as a minimum, he has complied with the provisions of Chapter 18 of the Code of Ordinances of the City of Key West in order to enter into the Agreement contained in the Contract Documents.

3. Specifically, within 10 days after Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates:

   a.) City of Key West Tax License Receipt;
   b.) A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida
   c.) A valid occupational license issued by the City of Key West, Florida.

E. WORK DURING HOLIDAYS

There shall be no work during City Holidays, State Holidays and National Holidays. Any construction operations during these days shall be approved by the City of Key West.

ARTICLE 42 "SAFETY"

Add the following sub article:

OCCUPATIONAL SAFETY AND HEALTH

The Contractor shall observe and comply with all applicable local, state, and federal occupational safety and health regulations during the prosecution of work under this Contract. In addition, full compliance by the Contractor with the U.S. Department of Labor's Occupational Safety and Health Standards, as established in Public Law 91-596, will be required under the terms of this Contract.

ARTICLE 43 "PROTECTION OF WORK AND PROPERTY"

Add the following Article:

HISTORIC PRESERVATION

The Contractor shall comply with Florida's Archives and Historic Act (Florida Statutes, Chapter 267) and the regulations of the local historic preservation board as applicable and protect against the potential loss or destruction of significant historical or archaeological data, sites, and properties in connection with the project.

ARTICLE 57 “OWNERS RIGHT TO TRANSFER EMPLOYMENT”

Add the following Article:

TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

A. Owner shall have the right to terminate this Contract without cause by written notice of Termination to the Contractor. In the event of such termination for convenience, the Contractor’s recovery against the Owner shall be limited to that portion of the Contract amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred. Contractor shall not be entitled to any other or further recovery against the Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. The Owner shall have the right to suspend all or any portions of the Work upon giving the Contractor prior written notice of such suspension. If all or any portion of the Work is so suspended, the Contractor shall be entitled to reasonable costs, expenses and time extension associated with the suspension.

ARTICLE 60 "LIQUIDATED DAMAGES"

Delete Article "LIQUIDATED DAMAGES" in its entirety and substitute the following:
LIQUIDATED DAMAGES

Should the Contractor fail to complete the work or any part thereof in the time agreed upon in the Contract Documents or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, Sundays and legal holidays included, that project outlined in Contract Documents remains uncompleted after the completion date. Liquidated damages shall be assessed. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per diem rate as stipulated in the Proposal. The said amount is hereby agreed upon as a reasonable estimate

of the costs which may be accrued by the Owner after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty but as liquidated damages, which have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due or that may become due the Contractor or the amount of such damages shall be due and collectible from the Contractor or Surety.

ARTICLE 69 "PARTIAL PAYMENTS"

Delete the first paragraph of Article "PARTIAL PAYMENTS" and substitute the following:

No more than once each month the Contractor shall submit to the Engineer a detailed estimate of the amount earned during the preceding month for the separate portions of the work and all Contractor field data along with payment request. As used in this Article the words "amount earned" means the value, on the date of the estimate, for partial payment of the work completed in accordance with the Contract Documents and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work.

ARTICLE 69 "PARTIAL PAYMENTS"

Add the following:

Payment will be made by the Owner to the Contractor within 40 days receipt of the written recommendation of payment from the Engineer.

ARTICLE 69 “PARTIAL PAYMENTS”

Delete Subarticle C “DEDUCTION FROM ESTIMATE” in its entirety and substitute the following:

DEDUCTION FROM ESTIMATE

The OWNER will deduct from the estimate, and retain as part security, 10 percent of the amount earned for work satisfactorily completed. A deduction and retainage of 10 percent will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work. When the work is 90 percent complete, the OWNER may reduce the retainage to 5 percent of the dollar value of all work satisfactorily completed to date provided the CONTRACTOR is making satisfactory progress and there is no specific cause for a greater retainage. The OWNER may reinstate the retainage up to 10 percent if the OWNER determines, at his discretion, that the CONTRACTOR is not making satisfactory progress or where there is other specific cause for such withholding.

ARTICLE 69 "PARTIAL PAYMENTS"

Delete Subarticle E "PAYMENT" in its entirety and substitute the following:

PAYMENT

After deducting the retainage and the amount of all previous partial payments made to the Contractor from the amount earned the amount due will be made payable to the Contractor. Recommendations for payment received by the Owner less than 40 days prior to the scheduled day for payment will not be processed or paid until the following month.

The OWNER will withhold progress payments until the Contractor has satisfied the above conditions.

ARTICLE 72 "FINAL PAYMENT"

Delete Article "FINAL PAYMENT" in its entirety and substitute the following:

FINAL PAYMENT

Upon completion of the work the Contractor shall notify the Engineer, in writing, that he has completed it and shall request final payment. The Contractor shall be responsible for keeping an accurate and detailed record of his actual construction. Upon completion of construction and before final acceptance and payment the Contractor shall furnish the Engineer as-built drawings of his construction. Upon receipt of a request for final payment and the as-built drawings the Engineer will inspect and, if acceptable, submit to the Owner his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the Contractor. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Article RELEASE OF LIENS OR CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due him under the provisions of these Contract Documents.

ARTICLE 72 "FINAL PAYMENT"

Add the following;

A. Acceptance and Final Payment.

Whenever the Contractor has completely performed the work provided for under the Contract and the Engineer has performed a final inspection and made final acceptance and subject to the terms of the Engineer will prepare a final estimate showing the value of the work as soon as the Engineer makes the necessary measurements and computations. The Engineer will correct all prior estimates and payments in the final estimate and payment. The OWNER will pay the estimate, less any sums that the OWNER may have deducted or retained under the provisions of the Contract, as soon as practicable after final acceptance of the work, provided the Contractor has met the requirements of (1) through (6) below.

1 The Contractor has agreed in writing to accept the balance due or refund the overpayment, as determined by the OWNER, as full settlement of his account under the Contract and of all claims in connection therewith, or the Contractor, accepted the balance due or refunded the overpayment, as determined by the OWNER, with the stipulation that his acceptance of such payment or the making of such refund does not constitute any bar, admission, or estoppel, or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and the OWNER. To receive payment based on a FINAL PAYMENT CERTIFICATE, The Contractor further agrees, by submitting a FINAL PAYMENT CERTIFICATE that any pending or future arbitration claim or suit is limited to those particulars, including the itemized amounts, defined in the original FINAL PAYMENT CERTIFICATE , and that he will commence with any such arbitration claim or suit within 15 calendar days from and after the time of final PAYMENT of the work and that his failure to file a formal claim within this period constitutes his full acceptance of the Engineer's final estimate and payment. The overpayment refund check from the Contractor, if required, will be considered a part of any Acceptance Letter executed.

2 The Contractor has properly maintained the project, as specified hereinbefore.

3 The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any) in connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the OWNER in the performance of the Contract.

4 The surety on the contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.

5 The Contractor has furnished all required mill tests and analysis reports to the Engineer.

6 Final record drawings will be required before final payment can be made. Final record drawings shall be signed and sealed by a Professional Engineer and/or Surveyor currently licensed in the State of Florida. Record drawing file format shall be compatible with the City's GIS system.

The City is requesting that all supplied data collections, as-builts, drawings, and files to be compatible with ESRI ArcGIS 10.3 Software as these are the solutions that work within its current computing environment. If there are any questions or concerns on whether your files meet this request, please contact the City GIS department at (305) 809-3721.

The current computing environment consists of:

- Microsoft SQL Server
- Windows 10/Server 2008
- ESRI GIS Platform

The City uses a number of software applications critical to its core operation and mission. The proposed mobile asset data collection solution will need to interface or integrate with these existing platforms.

- Arc Collector
- ArcGIS Online
- ArcMap 10.3

ADD ARTICLE 75 RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY

A. The city shall pay no additional compensation for hurricane and or any other acts of nature.

B. CLEANUP PROCEDURES FOR HURRICANE WARNINGS AND HURRICANE WATCH. In the event the owner or National Oceanographic and Atmospheric Administration (NOAA) issues a Tropical Storm Watch or a Hurricane Watch for the Keys, the Engineer will contact the Contractor informing him that the Watch has been established. Within four (4) hours of the notice the Contractor shall provide the Engineer with a written plan and schedule describing how and when the Contractor will remove all unnecessary items from the work area and tie down all necessary supplies and barricades in the event a Tropical Storm Warning or a Hurricane Warning is issued. The Contractor shall remove all unnecessary items from work areas and shall tie down all movable objects (under 200 lbs.) The Engineer will determine "necessary" items. The Owner shall not be liable for any financial hardship or delays caused as a result of demobilization or remobilization of work due to the above.

ADD ARTICLE 76 CITY OF KEY WEST LICENSES, PERMITS AND FEES

A. Pursuant to the Public Proposal Disclosure Act, there are a number of licenses, permits, and/or fees a Contractor REQUIRED BY THE CITY OF KEY WEST before or during construction by virtue of this construction as part of the Contract. **Payment of these licenses, permits and/or fees is the responsibility of the Contractor unless specifically excluded.** The Contractor shall verify each required license, permit, or fee before submitting the Proposal.

* * * * * *

PART 3

SPECIFICATIONS

SECTION 01 01 00
GENERAL REQUIREMENTS

PART 1 PROJECT DESCRIPTION

1.01 GENERAL

A. A brief description of the Work is stated in the Scope of Work. To determine the full scope of the Project or any particular part of the Project, coordinate the applicable information in the several parts of these Contract Documents.

B. The Work under this Contract shall be performed by the Contractor as required by the Owner. Work will be authorized in the form of a Notice to Proceed issued to the Contractor. The Contractor shall complete all Work in the Contract within the number of calendar days stipulated in the Contract unless an extension in the time of completion is granted by the Engineer, as stated in the Instructions to Bidders. Upon completion of the Work and compliance with applicable provisions in the Contract Documents, the Contractor will receive final payment for all Work done.

C. The following additional information, though not all-inclusive, is given to assist contractors in their evaluation of the Work required to meet the Project objectives.

D. This Project will provide Owner with new control for Effluent Pump FP-3-1 and an installed replacement VFD and a spare VFD.

E. The Contractor shall become familiar with the existing operating conditions of the Owner's effluent pumping system and take such into consideration in planning and scheduling Work. No extra claims shall be made for Work required to achieve conditions beyond those obtainable under normal operation of the existing sanitary facilities necessary to accomplish the Work.

PART 2 SEQUENCE OF OPERATIONS

2.01 SCHEDULING

A. General:

1. Submit estimated progress schedule and preliminary schedule of submittals in duplicate to Engineer. Updated progress schedules and submittal schedules shall be submitted with each partial pay request.
2. Revise and resubmit as specified, and identify all changes made from previous schedule submittal.

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B. Construction Schedule:

1. Within 10 days following approval of the Shop Drawings and after establishment of equipment delivery dates the Contractor shall provide a bar chart analysis of the required construction Work for the Project. All activities should be shown along with the required time to do the Work in a proper and continuous sequence of operation and without delays.
2. Show complete sequence of construction by activity, identifying Work of separate stages, and other logically grouped activities. Indicate dates for early and late start, early and late finish, float, and duration.
3. Any contingency within the schedule (i.e., a difference in time between the Project's early completion and required Contract completion date) and the float in the overall Project schedule will belong to the Project and not to the parties to the Contract. Contractor shall not sequester shared float through such strategies as extending duration estimates to consume available float time, extensive crew/resource sequencing, etc.
4. Provide a workable plan for monitoring the progress of all elements of the Work, establish the critical elements of Work, and forecast potential problems in maintaining the specified completion dates.

C. Schedule of Submittals:

1. Schedule of Submittals: Indicate submittals required by Specification section number with brief description, starting and completion dates for respective submittal preparation, and submittal review by Engineer.
2. Indicate product manufacture and delivery dates.

D. Plan the Work and carry it out with minimum interference to the operation of the existing facilities. Prior to starting the Work, confer with the Engineer and Owner's representative to develop an approved Work schedule which will permit the facilities to function normally as practical. It may be necessary to do certain parts of the construction Work outside normal working hours in order to avoid undesirable conditions. The Contractor shall do this Work at such times, and at no additional cost to the Owner. Do not make connections between existing Work and new Work until necessary inspection and tests have been completed on the new Work and it is found to conform in all respects to the requirements of the Contract Documents.

E. No Work shall be started until the Contractor has received approved shop Drawings, established material/delivery dates for all equipment, and received approval of the construction schedule from the Engineer. The Contractor shall have sufficient manpower, equipment, and material to complete the Project. No Work shall commence without express consent of the Engineer.

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2.02 COORDINATION

A. Contractors shall cooperate in the coordination of their separate activities in a manner that will provide the least interference with the Owner's operations and other contractors and utility companies working in the area, and in the interfacing and connection of the separate elements of the overall Project Work.

B. If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the Engineer.

C. All contractors working on the Site are subject to this requirement for cooperation and all shall abide by the Engineer’s decision in resolving Project coordination problems without additional cost to the Owner.

2.03 SHUTDOWN OF EXISTING OPERATIONS OR UTILITIES

A. Continuous operation of the Owner's existing wastewater effluent pumping system is of critical importance.

B. Contractor will need to keep the wastewater effluent pumping system in operation during construction.

C. Any Work that requires the temporary shutdown of any existing operations shall be planned in detail with appropriate scheduling of the Work and coordinated with the Owner, and Engineer. Advance notice shall be given in order that the Owner, and Engineer may witness the shutdown, and startup. The temporary shutdown must be approved by the Owner.

D. All materials and equipment (including emergency equipment) necessary to expedite the shutdown shall be on hand prior to the shutdown of existing services.

2.04 OPERATION OF EXISTING SYSTEM PROHIBITED

A. At no time undertake to close or open valves or take any other action which would affect the operation of the existing system, except as specifically required by the Drawings and Specifications and after approval is granted by the Owner or Facility Owner. Request approval 5 working days in advance of the time that interruption of the existing system is required.

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PART 3 SITE CONDITIONS

3.01 SITE INVESTIGATION AND REPRESENTATION

A. The Contractor acknowledges satisfaction as to the general nature and location of the Work, the general and local conditions, particularly those bearing upon availability of transportation, availability of labor, electric power, or similar physical conditions, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, and all other matters which can in any way affect the Work or the cost thereof under this Contract.

B. Failure by the Contractor to become acquainted with the physical conditions and all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the Work.

C. The Contractor warrants that as a result of examination and investigation of all the aforesaid data, the Contractor can perform the Work in a good and workmanlike manner and to the satisfaction of the Owner. The Owner assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by the Owner.

PART 4 TEMPORARY CONSTRUCTION UTILITIES AND FACILITIES

4.01 TEMPORARY WATER

A. The Contractor shall make his own arrangements to obtain suitable water and shall pay all costs.

4.02 SANITARY FACILITIES

A. The Contractor shall provide and maintain sanitary facilities for his employees and his subcontractors that will comply with the regulations of the local and state departments of health and as directed by the Engineer.

4.03 STORAGE OF MATERIALS

A. Materials shall be stored based on manufacturer's instructions including pre- and post-storage meggering as to ensure the preservation of their quality and fitness for the Work. When considered necessary they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Owner or lessee.

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B. Delicate instruments and materials subject to vandalism shall be placed under locked cover and, if necessary, provided with temperature control as recommended by the manufacturer.

PART 5 SALVAGE OF MATERIALS

5.01 MATERIAL TO BE SALVAGED

A. Materials to be salvaged include: None.

PART 6 SAFETY AND CONVENIENCE

6.01 SAFETY EQUIPMENT

A. During construction, the Contractor shall construct and at all times maintain satisfactory and substantial temporary, barricades, as applicable, at all openings, obstructions, or other hazards in streets, sidewalks, floors, roofs, and walkways.

6.02 ACCIDENT REPORTS

A. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the Site, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Engineer.

B. If a claim is made by anyone against the contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

6.03 SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS

A. Authorized representatives of the state, federal, or local governmental agencies, shall at all times have safe access to the Work, and the Contractor shall provide proper facilities for such access and inspection.

6.04 PROTECTION OF PROPERTY

A. Protect stored materials located adjacent to the proposed Work.

B. The Contractor shall identify and isolate his Work zone in such a manner as to exclude all personnel not employed by him, the Engineer, and the Owner.

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6.05 FIRE PREVENTION AND PROTECTION

A. The Contractor shall perform all Work in a fire-safe manner. He shall supply and maintain on the Site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable federal, state, and local fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

6.06 CLEANUP PROCEDURES FOR HURRICANE WARNINGS AND HURRICANE WATCHES

A. In the event that the National Oceanographic and Atmospheric Administration (NOAA), issues a hurricane watch for the Florida Keys, the Engineer will contact the Contractor informing him that the watch has been established within 4 hours of the notice. The Contractor shall implement the approved plan and schedule describing how and when the Contractor will remove all unnecessary items from the Work area and tie down all remaining supplies and barricades in the event that a hurricane warning is issued. If a warning is issued, the Contractor shall remove all unnecessary items from the Work area(s) and shall tie down all movable (under 200 pounds) objects. The Engineer will determine "necessary" items. The Owner will not be liable for any financial hardship or delays caused as a result of demobilization or remobilization due to the above.

PART 7 PRESERVATION, RESTORATION, AND CLEANUP

7.01 SITE RESTORATION AND CLEANUP

A. At all times during the Work, keep the premises clean and orderly, and upon completion of the Work, repair all damage caused by equipment and leave the Project free of rubbish or excess materials of any kind.

PART 8 SUBMITTALS DURING CONSTRUCTION

8.01 RECORD DRAWINGS

A. The Contractor shall maintain a complete set of record Drawings to show any items which differ from those shown on Drawings. Such Drawings shall be updated daily and submitted each month with the partial pay request. Final record Drawings will be required before substantial completion can be certified and final payment can be made.

B. The Contractor shall keep the Engineer apprised on a weekly basis, by providing Drawing mark-ups of the items that differ.

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PART 9 PRE- AND POST-CONSTRUCTION VIDEO RECORDINGS

9.01 GENERAL

A. The Contractor shall provide color videos showing the pre-construction Site, and the post-construction Site. The videos shall be in digital (DVD) format, the video shall indicate on the DVD the date, job title, and brief description of the video and location where the video was taken. Video shall be subject to review and approval by Engineer. Two copies of the video DVD (including the original) shall be delivered to the Engineer as follows:

1. A video shall be taken of the preconstruction conditions, as well as all storage and staging areas.
2. A video shall be taken of the post-construction conditions.

B. The Following shall be Included with the Video Documentation:

1. Coverage is required within and adjacent to the storage, and staging areas where the Work is being constructed.
2. Certification as to date Work done and by whom.
3. All videos shall be keyed to the construction Drawings.

C. Pre-Construction and Post-Construction on Videos shall be Submitted as Follows:

1. Pre-construction videos shall be presented to the Owner at the pre-construction conference.
2. Post-construction videos shall be submitted prior to final Project closeout. This submittal is contingent to final payment.

END OF SECTION

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SCOPE OF WORK

PART 1 - SCOPE OF WORK

1.1 DESCRIPTION

A. Work Included: To furnish and deliver all items necessary supplying a VFD REPLACEMENT FOR EFFLUENT PUMP and all necessary appurtenances, testing services, and incidental work to provide a complete and serviceable project identified as:

VFD REPLACEMENT FOR EFFLUENT PUMP

B. Related requirements in other parts of the Contract Documents: General and Supplementary Conditions of the Contract for Construction.

END OF SECTION

SECTION 01 29 00
PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SUBMITTALS

A. Informational Submittals:

1. Schedule of Values: Submit on Contractor's standard form.
2. Schedule of Estimated Progress Payments:
   a. Submit with initially acceptable Schedule of Values.
   b. Submit adjustments thereto with Application for Payment.
3. Application for Payment.
4. Final Application for Payment.

1.02 ALLOWANCES

A. Consult with Engineer in selection of products or services. Obtain proposals from Suppliers and offer recommendations.

B. Allowances will be administered in accordance with the Bid Form.

C. Submit, with application for payment, invoice showing date of purchase, from whom the purchase was made, the date of delivery of the product or service, and the price, including delivery to the Site and applicable taxes.

1.03 SCHEDULE OF VALUES

A. Prepare a separate Schedule of Values for each schedule of the Work under the Agreement.

B. Upon request of Engineer, provide documentation to support the accuracy of the Schedule of Values.

C. Lump Sum Work:

1. Reflect specified contingency allowances and alternates, as applicable.
2. List bonds and insurance premiums, mobilization, demobilization, preliminary and detailed progress schedule preparation, equipment testing, facility startup, and contract closeout separately.

D. An unbalanced or front-end loaded schedule will not be acceptable.

E. Summation of the complete Schedule of Values representing all the Work shall equal the Contract Price.

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1.04 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS

A. Show estimated payment requests throughout Contract Times aggregating initial Contract Price.

B. Base estimated progress payments on initially acceptable progress schedule. Adjust to reflect subsequent adjustments in progress schedule and Contract Price as reflected by modifications to the Contract Documents.

1.05 APPLICATION FOR PAYMENT

A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment for each schedule and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.

B. Use detailed Application for Payment Form provided by Owner.

C. Provide separate form for each schedule as applicable.

D. Include accepted Schedule of Values for each schedule or portion of lump sum Work and the unit price breakdown for the Work to be paid on a unit priced basis.

E. Include separate line item for each Change Order and Work Change Directive executed prior to date of submission. Provide further breakdown of such as requested by Engineer.

F. Preparation:

1. Round values to nearest dollar.
2. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form(s) for each schedule as applicable, a listing of materials on hand for each schedule as applicable, and such supporting data as may be requested by Engineer.

1.06 PAYMENT

A. Payment for all Lump Sum Work shown or specified in Contract Documents is included in the Contract Price. Payment will be based on a percentage complete basis for each line item of the accepted Schedule of Values.

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1.07 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected material.
2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective Work not accepted by Owner.
6. Material remaining on hand after completion of Work.

1.08 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings and preliminary operation and maintenance data is acceptable to Engineer.

B. Final Payment: Will be made only for products incorporated in Work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 33 00
SUBMITTALS

PART 1 GENERAL

1.01 GENERAL

A. Inquiries: Direct to Engineer regarding procedure, purpose, or extent of Submittal.

B. Timeliness: Schedule and make submissions in accordance with requirements of individual Specification sections and in such sequence as to cause no delay in Work or in Work of other Contractors.

C. Identification of Submittals:

1. Complete, sign, and transmit with each Submittal package, one Transmittal of Contractor's Submittal Form attached at end of this Section.
2. Identify each Submittal with the following numbering and tracking system:
   a. Sequentially number each Submittal.
   b. Resubmission of a Submittal will have original number with sequential alphabetic suffix.
3. Format: Orderly, indexed with labeled tab dividers.
4. Show date of submission.
5. Show Project title and Owner's contract identification and contract number.
6. Show names of Contractor, Subcontractor or Supplier, and manufacturer as appropriate.
7. Identify, as applicable, Contract Document section and paragraph to which Submittal applies.
8. Identify Submittal type; submit only one type in each Submittal package.
9. Identify and indicate each deviation or variation from Contract Documents.

D. Resubmissions: Clearly identify each correction or change made.

E. Incomplete Submittal Submissions:

1. Engineer will return entire Submittal for Contractor's revision/correction and resubmission.
2. Submittals which do not clearly bear Contractor's specific written indication of Contractor review and approval of Submittal or which are transmitted with an unsigned or uncertified submission form or as may otherwise be required will be returned to Contractor unreviewed.

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F. Nonspecified Submissions: Submissions not required under these Contract Documents and not shown on submissions will not be reviewed and will be returned to Contractor.

G. Engineer's Review: Engineer will act upon Contractor's Submittal and transmit response to Contractor not later than 20 working days after receipt, unless otherwise specified. Resubmittals will be subject to same review time.

H. Schedule Delays:

1. No adjustment of Contract Times or Price will be allowed due to Engineer's review of Submittals, unless all of the following criteria are met:
   a. Contractor has notified Engineer in writing that timely review of Submittal in question is critical to progress of Work, and has received Engineer's written acceptance to reflect such on current accepted submissions and progress schedule. Written agreement by the Engineer to reduce Submittal review time will be made only for unusual and Contractor-justified reasons. Acceptance of a progress schedule containing Submittal review times less than specified or less than agreed to in writing by Engineer will not constitute Engineer's acceptance of review times.
   b. Engineer has failed to review and return first submission of a Submittal within agreed time indicated on current accepted schedule of submissions or, if no time is indicated thereon, within 30 days after receipt.
   c. Contractor demonstrates that delay in progress of Work is directly attributable to Engineer's failure to return Submittal within time indicated and accepted by Engineer.
2. No adjustment of Contract Times or Price will be allowed due to delays in progress of Work caused by rejection and subsequent resubmission of Submittals, including multiple resubmissions.

1.02 SHOP DRAWINGS AND SAMPLES

A. Copies:

1. Shop Drawings and Product Data: Submit four copies, plus whatever the Contractor requires to be returned, maximum eight.
2. Samples: Two, unless otherwise specified in individual Specification sections.

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3. Electronic Submittals: Contractor may be required to submit all documents electronically. If so the following will be followed:
   a. Each submittal shall be an electronic file in Adobe Acrobat Portable Document Format (PDF). Use the latest version available at the time of execution of the Contract Documents. Electronic files which contain more than ten (10) pages in Adobe Acrobat format shall contain internal book-marking from an index page to major sections of the document. PDF files shall be set to open "Bookmarks and Page" view. General information shall be added to each PDF file, including Title, Subject, Author, and Keywords.
   b. The PDF files shall be set up to print legibly at either 8-1/2-inch by 11-inch, 11-inch by 17-inch or 22-inch by 34-inch.
   c. New electronic files shall be required for each submittal.
   d. Each electronic file shall also include a copy of the Submittal Transmittal Form and completed Submittal Checklist.
   e. Submittals shall be transmitted by uploading the PDF file of the submittal to the project SharePoint site. Submittal review comments will be transmitted back to the Subcontractor electronically via the project SharePoint site as well.
   f. Subcontractor shall provide authorization to reproduce and/or distribute each file as many times as necessary for the Project.
   g. Subcontractor shall include all costs for preparation and transmittal of electronic submittals in its bid, including all resubmittals and final record copies.
   h. Final Record Copies: After all initial and resubmittal information has been approved, consolidate all information and responses to comments into one conformed record copy. Provide one electronic copy of the conformed record copy to CH2M HILL to verify incorporation of previously submitted data. Hard copies, number as required herein, that exactly match the final conformed electronic copy of the submittal will be submitted to CH2M HILL within 30 days of approval of the electronic copy.

B. General: Submit to Engineer as required by individual Specification sections.

C. Identify and Indicate:

   1. Pertinent Drawing sheet(s) and detail number(s), products, units and assemblies, and system or equipment identification or tag numbers.
   2. Critical field dimensions and relationships to other critical features of Work.
   3. Samples: Source, location, date taken, and by whom.
   4. Each deviation or variation from Contract Documents.
   5. Proper storage and maintenance requirements.

D. Design Data: When specified, provide Project-specific information as required and as necessary to clearly show calculations, dimensions, logic and assumptions, and referenced standards and codes upon which design is based.

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E. Foreign Manufacturers: When proposed, include following additional information:

1. Names and addresses of at least two companies closest to Project that maintain technical service representatives.
2. Complete inventory of spare parts and accessories for each piece of equipment.

F. Preparation:

1. Format: Whenever possible, schedule for and combine Shop Drawings and Samples required for submission in each Specification section or division into a single Submittal package. Also combine product data for like items into a single Submittal package.
2. Present in a clear and thorough manner and of sufficient detail to show kind, size, arrangement, and function of components, materials, and devices and compliance with Contract Documents. Identify details by reference to sheet and detail, and schedule or room numbers shown on Drawings.
3. Reproducible Copy:
   a. Preferred Minimum Sheet Size: 8-1/2- by 11-inch and 11- by 17-inch pages, suitable for photocopying.
   b. Larger than 11- by 17-Inch Sheets: 22-inch by 34-inch preferred, mylar or sepias suitable for copying in a blueprint machine.
4. Piping Systems: Drawn to scale.
5. Product Data: Clearly mark each copy to identify pertinent products or models and show performance characteristics and capacities, dimensions and clearances required, wiring or piping diagrams and controls, and external connections, anchorage, and supports required.
6. Equipment and Component Titles: Identical to title shown on Drawings.
7. Manufacturer's Standard Schematic Drawings and Diagrams as Follows:
   a. Modify to delete information that is not applicable to Work.
   b. Supplement standard information to provide information specifically applicable to Work.

G. Shop Drawing Disposition: Engineer will review, mark, and stamp as appropriate and distribute marked-up copies as noted:

1. Approved as Submitted (for Incorporation in Work):
   a. Two copies furnished Owner.
   b. One copy furnished Resident Project Representative.
   c. One copy retained in Engineer's file.
   d. Remaining copies returned to Contractor appropriately annotated.
   e. Contractor may begin to implement activities to incorporate specific product(s) or Work covered by Submittal.

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2. Approved as Noted (for Incorporation in Work):
   a. Two copies furnished Owner.
   b. One copy furnished Resident Project Representative.
   c. One copy retained in Engineer's file.
   d. Remaining copies returned to Contractor appropriately annotated.
   e. Contractor may begin to implement activities to incorporate product(s) or Work covered by Submittal, in accordance with Engineer's notations.
3. Disapproved:
   a. One copy furnished Resident Project Representative.
   b. One copy retained in Engineer's file.
   c. Remaining copies returned to Contractor appropriately annotated.
   d. Contractor shall make corrections or develop replacement and resubmit (in same manner and quantity as specified for original submission).
   e. Submittal is not approved.
4. Incomplete:
   a. One copy furnished Resident Project Representative.
   b. One copy retained in Engineer's file.
   c. Remaining copies returned to Contractor appropriately annotated.
   d. Contractor shall complete and resubmit or submit missing portions.
   e. Submittal is not approved.

H. Sample Disposition: Same as Shop Drawing disposition; samples will not be returned.

1.03 ADMINISTRATIVE SUBMITTALS

A. Copies: Submit four.

B. Description: Submittals that are not Shop Drawings or Samples, or that do not reflect quality of product or method of construction. May include, but not limited to those Submittals identified below.

C. Applications for Payment (and Cash Allowance Data and Values): Meet requirements of Section 01 29 00, Payment Procedures.

D. Hurricane Evaluation Plan: The Contractor shall prepare the Engineer with a written plan and schedule describing how and when the Contractor will remove all unnecessary items from the work area and tie down all remaining supplies and barricades in the event that a hurricane warning is issued, identifying gussets in particular. If a warning is issued, the Contractor shall remove all unnecessary items from the work area(s) and will tie down all movable (under 200 pounds) objects. The Owner shall not be liable for any financial hardship or delays caused as a result of demobilization or remobilization due to the above.

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E. Schedules:

1. Schedule of Values: Meet requirements of Section 01 29 00, Payment Procedures.
2. Schedule of Submittal Submissions:
   a. Prepare and submit, preliminary list of submissions grouped by Contract Document article/paragraph number or Specification section number, with identification, numbering and tracking system as specified under Paragraph Identification of Submittals and as approved by Engineer.
   b. Include Only the Following Required Submissions:
      1) Shop Drawings and Samples.
      2) Training plans.
      3) Test procedures.
      4) Operation and maintenance manuals.
      5) Record documents.
      6) Specifically required certificates, warranties, and service agreements.
   c. Coordinate with progress schedule and prepare submissions to show for each Submittal, at a minimum, the following:
      1) Estimated submission date to Engineer.
      2) Specifically requested and clearly identified Engineer review time if shorter than that set forth herein, with justification for such request and critical dates Submittals will be needed from Engineer.
      3) For first 6-month period from the date the Contract Times commence or following any update or adjustment of the submissions, the estimated submission date shall be week, month, and year; for submissions beyond 6-month time period, show closest month and year.
   d. Submit to Engineer Monthly:
      1) Updated list if changes have occurred. Otherwise, submit a written communication confirming existing list.
      2) Adjusted submissions reflecting submission activity planned for forthcoming 6-month time period and beyond. Coordinate with progress schedule updates.

F. Submittals Required by Laws, Regulations, and Governing Agencies:

1. Submit promptly notifications, reports, certifications, payrolls, and otherwise as may be required, directly to the applicable federal, state, or local governing agency or their representative.
2. Transmit to Engineer for Owner's records one copy of correspondence and transmittals (to include enclosures and attachments) between Contractor and governing agency.

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G. Disposition: Engineer will review, stamp, and indicate requirements for resubmission or acceptance on Submittal as follows:

1. Accepted:
   a. Acceptance will indicate that Submittal conforms to intent of Contract Documents as to form and substance.
   b. Contractor may proceed to perform Submittal related Work.
   c. One copy furnished Owner.
   d. One copy furnished Resident Project Representative.
   e. One copy retained in Engineer's file.
   f. Remaining copies returned to Contractor appropriately annotated.
2. Rejected as Noted:
   a. One copy retained in Engineer's file.
   b. Remaining copies returned to Contractor appropriately annotated.
   c. Contractor shall revise/correct or develop replacement and resubmit.

1.04 QUALITY CONTROL SUBMITTALS

A. Certificates: Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in the individual Specification sections.

B. Statements of Qualification: Evidence of qualification, certification, or registration. As required in these Contract Documents to verify qualifications of professional land surveyors, engineers, materials testing laboratories, specialty Subcontractors, trades, specialists, consultants, installers, and other professionals. Reference Article 1.01.A.51 of Supplementary Conditions for the definition of Specialist.

C. Field Samples: Provide as required by individual Specifications and as may be required by Engineer during progress of Work.

D. Written Test Reports of Each Test and Inspection: As a minimum, include the following:

1. Date of test and date issued, Project title and number, testing laboratory name, address, and telephone number, and name and signature of laboratory inspector.
2. Date and time of sampling or inspection and record of temperature and weather conditions.
3. Identification of product and Specification section, location of Sample, test or inspection in the Project, type of inspection or test with referenced standard or code, certified results of test.
4. Compliance with Contract Documents, and identifying corrective action necessary to bring materials and equipment into compliance.
5. Provide an interpretation of test results, when requested by Engineer.

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E. Disposition: Engineer will review, stamp, and indicate requirements for resubmission or acceptance on Submittal as follows:

1. Accepted:
   a. Acceptance will indicate that Submittal conforms to intent of Contract Documents as to form and substance.
   b. Contractor may proceed to perform Submittal related Work.
   c. One copy furnished Owner.
   d. One copy furnished Resident Project Representative.
   e. One copy retained in Engineer's file.
   f. Remaining copies returned to Contractor appropriately annotated.
2. Rejected as Noted:
   a. One copy retained in Engineer's file.
   b. Remaining copies returned to Contractor appropriately annotated.
   c. Contractor shall revise/correct or develop replacement and resubmit.

1.05 CONTRACT CLOSEOUT SUBMITTALS

A. Disposition: Engineer will review, stamp, and indicate requirements for resubmission or acceptance on Submittal as follows:

1. Accepted:
   a. Acceptance will indicate that Submittal conforms to intent of Contract Documents as to form and substance.
   b. Contractor may proceed to perform Submittal related Work.
   c. One copy furnished Owner.
   d. One copy furnished Resident Project Representative.
   e. One copy retained in Engineer's file.
   f. Remaining copies returned to Contractor appropriately annotated.
2. Rejected as Noted:
   a. One copy retained in Engineer's file.
   b. Remaining copies returned to Contractor appropriately annotated.
   c. Contractor shall revise/correct or develop replacement and resubmit.

1.06 SUPPLEMENTS

A. The supplement listed below, following “END OF SECTION,” is part of this Specification.

1. Transmittal of Contractor's Submittal.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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TRANSMITTAL OF CONTRACTOR'S SUBMITTAL
(ATTACH TO EACH SUBMITTAL)

DATE:_____

TO:_____

_____

_____

_____

_____

FROM:_____

Contractor

_____

_____

_____

Submittal No.:_____

☐ New Submittal ☐ Resubmittal

Previous Submittal No.:_____

Project:_____

Project No.:_____

Specification Section No.:_____

(Cover only one section with each transmittal)

Schedule Date of Submittal:

_____

SUBMITTAL TYPE: ☐ Shop Drawing ☐ Administrative ☐ Sample ☐ Quality Control ☐ Contract Closeout ☐ "Or-Equal"/Substitute

The following items are hereby submitted:

Number of Copies	Description of Item Submitted (Type, Size, Model Number, Etc.)	Spec. Para. No.	Drawing or Brochure Number	Contains Variation to Contract	
				No	Yes

Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal and (ii) the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

By:_____
Contractor (Authorized Signature)

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SECTION 01 42 13
ABBREVIATIONS

PART 1 GENERAL

1.01 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES

A. Reference to standards and specifications of technical societies and reporting and resolving discrepancies associated therewith shall be as provided in the General Conditions, and as may otherwise be required herein and in the individual Specification sections.

B. Work specified by reference to the published standard or specification of a government agency, technical association, trade association, professional society or institute, testing agency, or other organization shall meet the requirements or surpass the minimum standards of quality for materials and workmanship established by the designated standard or specification.

C. Where so specified, products or workmanship shall also meet or exceed the additional prescriptive or performance requirements included within the Contract Documents to establish a higher or more stringent standard of quality than that required by the referenced standard.

D. Where two or more standards are specified to establish quality, the product and workmanship shall meet or exceed the requirements of the most stringent.

E. Where both a standard and a brand name are specified for a product in the Contract Documents, the proprietary product named shall meet or exceed the requirements of the specified reference standard.

F. Copies of Standards and Specifications of Technical Societies:

1. Copies of applicable referenced standards have not been bound in these Contract Documents.
2. Where copies of standards are needed by the Contractor, obtain a copy or copies directly from the publication source and maintain in an orderly manner at the site as Work site records, available to the Contractor's personnel, Subcontractors, Owner, and Engineer.

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1.02 ABBREVIATIONS

A. Abbreviations for trade organizations and government agencies: Following is a list of construction industry organizations and government agencies to which references may be made in the Contract Documents, with abbreviations used.

1.	AA	Aluminum Association
2.	AFBMA	Anti-Friction Bearing Manufacturers' Association
3.	AGMA	American Gear Manufacturers' Association
4.	ANSI	American National Standards Institute
5.	APWA	American Public Works Association
6.	ASA	American Standards Association
7.	ASCE	American Society of Civil Engineers
8.	ASNT	American Society for Nondestructive Testing
9.	ASME	American Society of Mechanical Engineers
10.	ASTM	American Society for Testing and Materials
11.	AWS	American Welding Society
12.	AWWA	American Water Works Association
13.	BHMA	Builders Hardware Manufacturers' Association
14.	CGA	Compressed Gas Association
15.	CS	Commercial Standard
16.	CSI	Construction Specifications Institute
17.	EJCDC	Engineers Joint Contract Documents' Committee
18.	ETL	Engineering Test Laboratories
19.	FCC	Federal Communications Commission
20.	FM	Factory Mutual
21.	Fed. Spec.	Federal Specifications
22.	FS	Federal Specification
23.	ICBO	International Conference of Building Officials
24.	ICEA	Insulated Cable Engineers' Association
25.	IEEE	Institute of Electrical and Electronics Engineers, Inc.
26.	IES	Illuminating Engineering Society
27.	IFI	Industrial Fasteners Institute
28.	ISA	Instrument Society of America
29.	ISO	Insurance Service Office
30.	Mil. Sp.	Military Specification or MIL
31.	MS	Military Specifications
32.	NEC	National Electrical Code
33.	NECA	National Electrical Contractor's Association
34.	NEMA	National Electrical Manufacturers' Association
35.	NESC	National Electric Safety Code
36.	NFPA	National Fire Protection Association
37.	NSFTL	National Sanitation Foundation Testing Laboratory
38.	NSPE	National Society of Professional Engineers

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39.	OSHA	Occupational Safety and Health Act (both Federal and State)
40.	PS	Product Standards Section-U.S. Department of Commerce
41.	UBC	Uniform Building Code
42.	UFC	Uniform Fire Code
43.	UL	Underwriters Laboratories Inc.
44.	UMC	Uniform Mechanical Code
45.	US	U.S. Bureau of Standards
46.	USBR	U.S. Bureau of Reclamation

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 43 33
MANUFACTURERS' FIELD SERVICES

PART 1 GENERAL

1.01 DEFINITIONS

A. Person-Day: One person for 8 hours within regular Contractor working hours.

1.02 SUBMITTALS

A. Informational Submittals:

1. Training Schedule: Submit, in accordance with requirements of this specification, not less than 21 days prior to start of equipment installation and revise as necessary for acceptance.
2. Lesson Plan: Submit, in accordance with requirements of this specification, proposed lesson plan not less than 21 days prior to scheduled training and revise as necessary for acceptance.

1.03 QUALIFICATION OF MANUFACTURER'S REPRESENTATIVE

A. Authorized representative of the manufacturer, factory trained, and experienced in the technical applications, installation, operation, and maintenance of respective equipment, subsystem, or system, with full authority by the equipment manufacturer to issue the certifications required of the manufacturer. Additional qualifications may be specified elsewhere.

B. Representative subject to acceptance by Owner. No substitute representatives will be allowed unless prior written approval by such has been given.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 FULFILLMENT OF SPECIFIED MINIMUM SERVICES

A. Furnish manufacturers' services when required by an individual specification section, to meet the requirements of this section.

B. Where time is necessary in excess of that stated in the Specifications for manufacturers' services, or when a minimum time is not specified, the time required to perform the specified services shall be considered incidental.

C. Schedule manufacturer' services to avoid conflict with other onsite testing or other manufacturers' onsite services.

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D. Determine, before scheduling services, that all conditions necessary to allow successful testing have been met.

E. Only those days of service approved by Engineer will be credited to fulfill the specified minimum services.

F. When specified in individual specification sections, manufacturer's onsite services shall include:

1. Assistance during product (system, subsystem, or component) installation to include observation, guidance, instruction of Contractor's assembly, erection, installation or application procedures.
2. Inspection, checking, and adjustment as required for product (system, subsystem, or component) to function as warranted by manufacturer and necessary to furnish Manufacturer's Certificate of Proper Installation.
3. Providing, on a daily basis, copies of all manufacturers' representatives' field notes and data to Owner.
4. Revisiting the Site as required to correct problems and until installation and operation are acceptable to Engineer.
5. Resolution of assembly or installation problems attributable to, or associated with, respective manufacturer's products and systems.
6. Assistance during functional and performance testing, and facility startup and evaluation.
7. Training of Owner's personnel in the operation and maintenance of respective product as required.
8. Additional requirements may be specified elsewhere.

3.02 MANUFACTURER'S CERTIFICATE OF COMPLIANCE

A. When so specified, a Manufacturer's Certificate of Compliance, a copy of which is attached to this section, shall be completed in full, signed by the entity supplying the product, material, or service, and submitted prior to shipment of product or material or the execution of the services.

B. Engineer may permit use of certain materials or assemblies prior to sampling and testing if accompanied by accepted certification of compliance.

C. Such form shall certify that the proposed product, material, or service complies with that specified. Attach supporting reference data, affidavits, and certifications as appropriate.

D. May reflect recent or previous test results on material or product, if acceptable to Engineer.

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3.03 MANUFACTURER'S CERTIFICATE OF PROPER INSTALLATION

A. When so specified, a Manufacturer's Certificate of Proper Installation form, a copy of which is attached to this section, shall be completed and signed by the equipment manufacturer's representative.

B. Such form shall certify that the signing party is a duly authorized representative of the manufacturer, is empowered by the manufacturer to inspect, approve, and operate their equipment and is authorized to make recommendations required to assure that the equipment is complete and operational.

3.04 TRAINING

A. General:

1. Furnish manufacturers' representatives for detailed classroom and hands-on training to Owner's personnel on operation and maintenance of specified product (system, subsystem, component) and as may be required in applicable Specifications.
2. Furnish trained, articulate personnel to coordinate and expedite training, to be present during training coordination meetings with Owner, and familiar with operation and maintenance manual information specified in Section 01 78 23, Operation and Maintenance Data.
3. Manufacturer's representative shall be familiar with facility operation and maintenance requirements as well as with specified equipment.
4. Furnish complete training materials, to include operation and maintenance data, to be retained by each trainee.

B. Training Schedule:

1. List specified equipment and systems that require training services and show:
   a. Respective manufacturer.
   b. Estimated dates for installation completion.
   c. Estimated training dates.
2. Allow for multiple sessions when several shifts are involved.
3. Adjust schedule to ensure training of appropriate personnel as deemed necessary by Owner, and to allow full participation by manufacturers' representatives. Adjust schedule for interruptions in operability of equipment.
4. Coordinate with Section 01 91 14, Equipment Testing and Facility Startup.

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C. Lesson Plan: When manufacturer or vendor training of Owner personnel is specified, prepare a lesson plan for each required course containing the following minimum information:

1. Title and objectives.
2. Recommended attendees (e.g., managers, engineers, operators, maintenance).
3. Course description, outline of course content, and estimated class duration.
4. Format (e.g., lecture, self-study, demonstration, hands-on).
5. Instruction materials and equipment requirements.
6. Resumes of instructors providing the training.

D. Pre-startup Training:

1. Coordinate training sessions with Owner's operating personnel and manufacturers' representatives, and with submission of operation and maintenance manuals in accordance with Section 01 78 23, Operation and Maintenance Data.
2. Complete at least 14 days prior to beginning of facility startup.

E. Post-startup Training: If required in Specifications, furnish and coordinate training of Owner's operating personnel by respective manufacturer's representatives.

3.05 SUPPLEMENTS

A. The supplements listed below, following "End of Section", are part of this Specification.

1. Form: Manufacturer's Certificate of Compliance.
2. Form: Manufacturer's Certificate of Proper Installation.

END OF SECTION

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MANUFACTURER'S CERTIFICATE OF COMPLIANCE

OWNER:

PROJECT NAME:

PROJECT NO:

PRODUCT, MATERIAL, OR SERVICE SUBMITTED:

Comments:_____

_____

_____

_____

_____

_____

I hereby certify that the above-referenced product, material, or service called for by the contract for the named project will be furnished in accordance with all applicable requirements. I further certify that the product, material, or service are of the quality specified and conform in all respects with the contract requirements, and are in the quantity shown.

Date of Execution: _____, 20___

Manufacturer:_____

Manufacturer's Authorized Representative *(print)*: _____

_____
(Authorized Signature)

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MANUFACTURER'S CERTIFICATE OF PROPER INSTALLATION

OWNER _____ EQPT SERIAL NO:_____

EQPT TAG NO:_____ EQPT/SYSTEM:_____

PROJECT NO:_____ SPEC. SECTION:_____

I hereby certify that the above-referenced equipment/system has been:

(Check Applicable)

- ☐ Installed in accordance with Manufacturer's recommendations.
- ☐ Inspected, checked, and adjusted.
- ☐ Serviced with proper initial lubricants.
- ☐ Electrical and mechanical connections meet quality and safety standards.
- ☐ All applicable safety equipment has been properly installed.
- ☐ Functional tests.
- ☐ System has been performance tested, and meets or exceeds specified performance requirements. (When complete system of one manufacturer)

Note: Attach any performance test documentation from manufacturer.

Comments:_____

_____

_____

_____

I, the undersigned Manufacturer's Representative, hereby certify that I am (i) a duly authorized representative of the manufacturer, (ii) empowered by the manufacturer to inspect, approve, and operate his equipment and (iii) authorized to make recommendations required to assure that the equipment furnished by the manufacturer is complete and operational, except as may be otherwise indicated herein. I further certify that all information contained herein is true and accurate.

Date: _____, 20___

Manufacturer:_____

By Manufacturer's Authorized Representative: _____
(Authorized Signature)

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SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Detailed information for the preparation, submission, and Engineer's review of Operations and Maintenance (O&M) Data, as required by individual Specification sections.

1.02 DEFINITIONS

A. Preliminary Data: Initial and subsequent submissions for Engineer's review.

B. Final Data: Engineer-accepted data, submitted as specified herein.

C. Maintenance Operation: As used on Maintenance Summary Form is defined to mean any routine operation required to ensure satisfactory performance and longevity of equipment. Examples of typical maintenance operations are lubrication, belt tensioning, adjustment of pump packing glands, and routine adjustments.

1.03 SEQUENCING AND SCHEDULING

A. Equipment and System Data:

1. Preliminary Data:
   a. Do not submit until Shop Drawing for equipment or system has been reviewed and approved by Engineer.
   b. Submit prior to shipment date.
2. Final Data: Submit Instructional Manual Formatted data not less than 30 days prior to equipment or system field functional testing.

B. Materials and Finishes Data:

1. Preliminary Data: Submit at least 15 days prior to request for final inspection.
2. Final Data: Submit within 10 days after final inspection.

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1.04 DATA FORMAT

A. Prepare preliminary and final data in the form of an instructional manual.

B. Instructional Manual Format:

1. Binder: Commercial quality, permanent, three-ring or three-post binders with durable plastic cover.
2. Size: 8-1/2 inches by 11 inches, minimum.
3. Cover: Identify manual with typed or printed title “OPERATION AND MAINTENANCE DATA” and list:
   a. Project title.
   b. Designate applicable system, equipment, material, or finish.
   c. Identity of separate structure as applicable.
   d. Identify volume number if more than one volume.
   e. Identity of general subject matter covered in manual.
4. Spine:
   a. Project title.
   b. Identify volume number if more than one volume.
5. Title Page:
   a. Contractor name, address, and telephone number.
   b. Subcontractor, Supplier, installer, or maintenance contractor’s name, address, and telephone number, as appropriate.
      1) Identify area of responsibility of each.
      2) Provide name and telephone number of local source of supply for parts and replacement.
6. Table of Contents:
   a. Neatly typewritten and arranged in systematic order with consecutive page numbers.
   b. Identify each product by product name and other identifying numbers or symbols as set forth in Contract Documents.
7. Paper: 20-pound minimum, white for typed pages.
8. Text: Manufacturer’s printed data, or neatly typewritten.
9. Three-hole punch data for binding and composition; arrange printing so that punched holes do not obliterate data.
10. Material shall be suitable for reproduction, with quality equal to original. Photocopying of material will be acceptable, except for material containing photographs.

C. Data Compilation Format:

1. Compile all Engineer-accepted preliminary O&M data into a hard-copy, hard-bound set.
2. Each set shall consist of the following:
   a. Binder: Commercial quality, permanent, three-ring or three-post binders with durable plastic cover.

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b. Cover: Identify each volume with typed or printed title "OPERATION AND MAINTENANCE DATA, VOLUME NO. ___ OF ___", and list:
   1) Project title.
   2) Contractor's name, address, and telephone number.
   3) If entire volume covers equipment or system provided by one Supplier include the following:
      a) Identity of general subject matter covered in manual.
      b) Identity of equipment number and Specification section.
c. Provide each volume with title page and typed table of contents with consecutive page numbers. Place contents of entire set, identified by volume number, in each binder.
d. Table of contents neatly typewritten, arranged in a systematic order:
   1) Include list of each product, indexed to content of each volume.
   2) Designate system or equipment for which it is intended.
   3) Identify each product by product name and other identifying numbers or symbols as set forth in Contract Documents.
e. Section Dividers:
   1) Heavy, 80 pound cover weight, tabbed with numbered plastic index tabs.
   2) Fly-Leaf:
      a) For each separate product, or each piece of operating equipment, with typed description of product and major component parts of equipment.
      b) List with Each Product:
         (1) Name, address, and telephone number of Subcontractor, Supplier, installer, and maintenance contractor, as appropriate.
         (2) Identify area of responsibility of each.
         (3) Provide local source of supply for parts and replacement.
      c) Identity of separate structure as applicable.
f. Assemble and bind material, as much as possible, in same order as specified in the Contract Documents.

1.05 SUBMITTALS

A. Informational:

1. Data Outline: Submit two copies of a detailed outline of proposed organization and contents of Final Data prior to preparation of Preliminary Data.

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2. Preliminary Data:
   a. Submit two copies for Engineer's review.
   b. If data meets conditions of the Contract:
      1) One copy will be returned to Contractor.
      2) One copy will be forwarded to Resident Project Representative.
   c. If data does not meet conditions of the Contract:
      1) All copies will be returned to Contractor with Engineer's comments (on separate document) for revision.
      2) Engineer's comments will be retained in Engineer's file.
      3) Resubmit two copies revised in accordance with Engineer's comments.
3. Final Data: Submit two copies in format specified herein and an electronic copy.

1.06 DATA FOR EQUIPMENT AND SYSTEMS

A. Content for Each Unit (or Common Units) and System:

1. Product Data:
   a. Include only those sheets that are pertinent to specific product.
   b. Clearly annotate each sheet to:
      1) Identify specific product or part installed.
      2) Identify data applicable to installation.
      3) Delete references to inapplicable information.
   c. Function, normal operating characteristics, and limiting conditions.
   d. Performance curves, engineering data, nameplate data, and tests.
   e. Complete nomenclature and commercial number of replaceable parts.
   f. Original manufacturer's parts list, illustrations, detailed assembly drawings showing each part with part numbers and sequentially numbered parts list, and diagrams required for maintenance.
   g. Spare parts ordering instructions.
   h. Where applicable, identify installed spares and other provisions for future work (e.g., reserved panel space, unused components, wiring, terminals).
2. As-installed, color-coded piping diagrams.
3. Charts of valve tag numbers, with the location and function of each valve.
4. Drawings: Supplement product data with Drawings as necessary to clearly illustrate:
   a. Format:
      1) Provide reinforced, punched, binder tab; bind in with text.
      2) Reduced to 8-1/2 inches by 11 inches, or 11 inches by 17 inches folded to 8-1/2 inches by 11 inches.

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3) Where reduction is impractical, fold and place in 8-1/2-inch by 11-inch envelopes bound in text.
4) Identify Specification section and product on Drawings and envelopes.

b. Relations of component parts of equipment and systems.
c. Control and flow diagrams.
d. Coordinate drawings with Project record documents to assure correct illustration of completed installation.

5. Instructions and Procedures: Within text, as required to supplement product data.
   a. Format:
      1) Organize in consistent format under separate heading for each different procedure.
      2) Provide logical sequence of instructions for each procedure.
      3) Provide information sheet for Owner's personnel, including:
         a) Proper procedures in event of failure.
         b) Instances that might affect validity of guarantee or Bond.
   b. Installation Instructions: Including alignment, adjusting, calibrating, and checking.
   c. Operating Procedures:
      1) Startup, break-in, routine, and normal operating instructions.
      2) Test procedures and results of factory tests where required.
      3) Regulation, control, stopping, and emergency instructions.
      4) Description of operation sequence by control manufacturer.
      5) Shutdown instructions for both short and extended duration.
      6) Summer and winter operating instructions, as applicable.
      7) Safety precautions.
      8) Special operating instructions.
   d. Maintenance and Overhaul Procedures:
      1) Routine maintenance.
      2) Guide to troubleshooting.
      3) Disassembly, removal, repair, reinstallation, and re-assembly.
6. Guarantee, Bond, and Service Agreement:

B. Content for Each Electric or Electronic Item or System:

1. Description of Unit and Component Parts:
   a. Function, normal operating characteristics, and limiting conditions.
   b. Performance curves, engineering data, nameplate data, and tests.
   c. Complete nomenclature and commercial number of replaceable parts.
   d. Interconnection wiring diagrams, including control and lighting systems.

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2. Circuit Directories of Panelboards.
3. Electrical service.
4. Control requirements and interfaces.
5. Communication requirements and interfaces.
6. List of electrical relay settings, and control and alarm contact settings.
7. Electrical interconnection wiring diagram, including as applicable, single-line, three-line, schematic and internal wiring, and external interconnection wiring.
8. As-installed control diagrams by control manufacturer.
9. Operating Procedures:
   a. Routine and normal operating instructions.
   b. Startup and shutdown sequences, normal and emergency.
   c. Safety precautions.
   d. Special operating instructions.
10. Maintenance Procedures:
    a. Routine maintenance.
    b. Guide to troubleshooting.
    c. Adjustment and checking.
    d. List of relay settings, control and alarm contact settings.
11. Manufacturer's printed operating and maintenance instructions.
12. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

C. Maintenance Summary:

1. Compile individual Maintenance Summary for each applicable equipment item, respective unit or system, and for components or sub-units.
2. Format:
   a. Use Maintenance Summary Form bound with this section or electronic facsimile of such.
   b. Each Maintenance Summary may take as many pages as required.
   c. Use only 8-1/2-inch by 11-inch size paper.
   d. Complete using typewriter or electronic printing.
3. Include detailed lubrication instructions and diagrams showing points to be greased or oiled; recommend type, grade, and temperature range of lubricants and frequency of lubrication.
4. Recommended Spare Parts:
   a. Data to be consistent with manufacturer's Bill of Materials/Parts List furnished in O&M manuals.
   b. "Unit" is the unit of measure for ordering the part.
   c. "Quantity" is the number of units recommended.
   d. "Unit Cost" is the current purchase price.

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1.07 DATA FOR MATERIALS AND FINISHES

A. Content for Architectural Products, Applied Materials, and Finishes:

1. Manufacturer's data, giving full information on products:
   a. Catalog number, size, and composition.
   b. Color and texture designations.
   c. Information required for reordering special-manufactured products.
2. Instructions for Care and Maintenance:
   a. Manufacturer's recommendation for types of cleaning agents and methods.
   b. Cautions against cleaning agents and methods that are detrimental to product.
   c. Recommended schedule for cleaning and maintenance.

B. Content for Moisture Protection and Weather Exposed Products:

1. Manufacturer's data, giving full information on products:
   a. Applicable standards.
   b. Chemical composition.
   c. Details of installation.
2. Instructions for inspection, maintenance, and repair.

1.08 SUPPLEMENTS

A. The supplement listed below, following "End of Section," is part of this Specification.

1. Form: Maintenance Summary Form.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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MAINTENANCE SUMMARY FORM

PROJECT:_____ CONTRACT NO.:_____

1. EQUIPMENT ITEM_____

2. MANUFACTURER _____

3. EQUIPMENT/TAG NUMBER(S) _____

4. WEIGHT OF INDIVIDUAL COMPONENTS (OVER 100 POUNDS)_____

5. NAMEPLATE DATA (hp, voltage, speed, etc.) _____

6. MANUFACTURER'S LOCAL REPRESENTATIVE _____

   a. Name_____ Telephone No. _____

   b. Address _____

7. MAINTENANCE REQUIREMENTS

Maintenance Operation Comments	**Frequency**	**Lubricant (If Applicable)**
List briefly each maintenance operation required and refer to specific information in manufacturer's standard maintenance manual, if applicable. (Reference to manufacturer's catalog or sales literature is not acceptable.)	List required frequency of each maintenance operation.	Refer by symbol to lubricant required.

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8. LUBRICANT LIST

Reference Symbol	Shell	Exxon Mobile	Chevron Texaco	BP Amoco	Or Equal
List symbols used in No. 7 above.	List equivalent lubricants, as distributed by each manufacturer for the specific use recommended.				

9. RECOMMENDED SPARE PARTS FOR OWNER'S INVENTORY.

Part No.	Description	Unit	Quantity	Unit Cost
Note: Identify parts provided by this Contract with two asterisks.				

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SECTION 01 91 14
EQUIPMENT TESTING AND FACILITY STARTUP

PART 1 GENERAL

1.01 DEFINITIONS

A. Facility: Entire Project, or an agreed-upon portion, including all of its unit processes.

B. Functional Test: Test or tests in presence of Engineer and Owner to demonstrate that installed equipment meets manufacturer's installation, calibration, and adjustment requirements and other requirements as specified.

C. Performance Test: Test or tests performed after any required functional test in presence of Engineer and Owner to demonstrate and confirm individual equipment meets performance requirements specified in individual sections.

D. Unit Process: As used in this section, a unit process is a portion of the facility that performs a specific process function, such as pump station and generator.

E. Facility Performance Demonstration:

1. A demonstration, conducted by Contractor, with assistance of Owner, to demonstrate and document the performance of the entire operating facility, both manually and automatically (if required), based on criteria developed in conjunction with Owner and as accepted by Engineer.
2. Such demonstration is for the purposes of (i) verifying to Owner entire facility performs as a whole, and (ii) documenting performance characteristics of completed facility for Owner's records. Neither the demonstration nor the evaluation is intended in any way to make performance of a unit process or entire facility the responsibility of Contractor, unless such performance is otherwise specified.

1.02 SUBMITTALS

A. Informational Submittals:

1. Facility Startup and Performance Demonstration Plan.
2. Functional and performance test results.
3. Completed Unit Process Startup Form for each unit process.
4. Completed Facility Performance Demonstration/Certification Form.

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1.03 FACILITY STARTUP AND PERFORMANCE DEMONSTRATION PLAN

A. Develop a written plan, in conjunction with Owner's operations personnel; to include the following:

1. Step-by-step instructions for startup of each unit process and the complete facility.
2. Unit Process Startup Form (sample attached), to minimally include the following:
   a. Description of the unit process, including equipment numbers/ nomenclature of each item of equipment and all included devices.
   b. Detailed procedure for startup of the unit process, including valves to be opened/closed, order of equipment startup, etc.
   c. Startup requirements for each unit process, including water, power, chemicals, etc.
   d. Space for evaluation comments.
3. Facility Performance Demonstration/Certification Form (sample attached), to minimally include the following:
   a. Description of unit processes included in the facility startup.
   b. Sequence of unit process startup to achieve facility startup.
   c. Description of computerized operations, if any, included in the facility.
   d. Contractor certification facility is capable of performing its intended function(s), including fully automatic operation.
   e. Signature spaces for Contractor and Engineer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

A. Contractor's Testing and Startup Representative:

1. Designate and furnish one or more personnel to coordinate and expedite testing and facility startup to discuss test schedule, test methods, materials, facilities operations interface, and Owner's involvement.
2. Representative(s) shall be present during startup meetings and shall be available at all times during testing and startup.

B. Provide test equipment and other materials and equipment required for testing and startup.

C. Provide Subcontractor and equipment manufacturers' staff adequate to prevent delays. Schedule ongoing work so as not to interfere with or delay testing and startup.

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D. Owner will: Operate process units and facility with support of Contractor.

3.02 EQUIPMENT TESTING

A. Preparation:

1. Complete installation before testing.
2. Furnish qualified manufacturers' representatives, when required by individual Specification sections.
3. Obtain and submit from equipment manufacturer's representative Manufacturer's Certificate of Proper Installation Form, in accordance with Section 01 43 33, Manufacturers' Field Services, when required by individual Specification sections.
4. Equipment Test Report Form: Provide written test report for each item of equipment to be tested, to include the minimum information:
   a. Owner/Project Name.
   b. Equipment or item tested.
   c. Date and time of test.
   d. Type of test performed (Functional or Performance).
   e. Test method.
   f. Test conditions.
   g. Test results.
   h. Signature spaces for Contractor and Engineer as witness.
5. Cleaning and Checking: Prior to beginning functional testing:
   a. Calibrate testing equipment in accordance with manufacturer's instructions.
   b. Inspect and clean equipment, and devices, to ensure they are free of foreign material.
   c. Check power supply to electric-powered equipment for correct voltage.
6. Ready-to-test determination will be by Engineer based at least on the following:
   a. Acceptable Operation and Maintenance Data.
   b. Notification by Contractor of equipment readiness for testing.
   c. Receipt of Manufacturer's Certificate of Proper Installation, if so specified.
   d. Adequate completion of work adjacent to, or interfacing with, equipment to be tested.
   e. Availability and acceptability of manufacturer's representative, when specified, to assist in testing of respective equipment.
   f. Satisfactory fulfillment of other specified manufacturer's responsibilities.
   g. Equipment and electrical tagging complete.
   h. Delivery of all spare parts and special tools.

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B. Functional Testing:

1. Conduct as specified in individual Specification sections.
2. Notify Owner and Engineer in writing at least 10 days prior to scheduled date of testing.
3. Prepare Equipment Test Report summarizing test method and results.
4. When, in Engineer's opinion, equipment meets functional requirements specified, such equipment will be accepted for purposes of advancing to performance testing phase, if so required by individual Specification sections. Such acceptance will be evidenced by Engineer/Owner's signature as witness on Equipment Test Report.

C. Performance Testing:

1. Conduct as specified in individual Specification sections.
2. Notify Engineer and Owner in writing at least 10 days prior to scheduled date of test.
3. Performance testing shall not commence until equipment has been accepted by Engineer as having satisfied functional test requirements specified.
4. Type of fluid, gas, or solid for testing shall be as specified.
5. Unless otherwise indicated, furnish labor, materials, and supplies for conducting the test and taking samples and performance measurements.
6. Prepare Equipment Test Report summarizing test method and results.
7. When, in Engineer's opinion, equipment meets performance requirements specified, such equipment will be accepted as to conforming to Contract requirements. Such acceptance will be evidenced by Engineer's signature on Equipment Test Report.

3.03 STARTUP OF UNIT PROCESSES

A. Prior to unit process startup, equipment within unit process shall be accepted by Engineer as having met functional and performance testing requirements specified.

B. Startup sequencing of unit processes shall be as chosen by Contractor to meet schedule requirements.

C. Make adjustments, repairs, and corrections necessary to complete unit process startup.

D. Startup shall be considered complete when, in opinion of Engineer, unit process has operated in manner intended for 5 continuous days without significant interruption. This period is in addition to functional or performance test periods specified elsewhere.

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E. Significant Interruption: May include any of the following events:

1. Failure of Contractor to provide and maintain qualified onsite startup personnel as scheduled.
2. Failure to meet specified functional operation for more than 2 consecutive hours.
3. Failure of any critical equipment or unit process that is not satisfactorily corrected within 5 hours after failure.
4. Failure of any noncritical equipment or unit process that is not satisfactorily corrected within 8 hours after failure.
5. As determined by Engineer.

F. A significant interruption will require startup then in progress to be stopped. After corrections are made, startup test period to start from beginning again.

3.04 FACILITY PERFORMANCE DEMONSTRATION

A. When, in the opinion of Engineer, startup of all unit processes has been achieved, sequence each unit process to the point that facility is operational.

B. Demonstrate proper operation of required interfaces within and between individual unit processes.

C. After facility is operating, complete performance testing of equipment and systems not previously tested.

D. Document, as defined in Facility Startup and Performance Demonstration Plan, the performance of the facility.

E. Certify, on the Facility Performance Demonstration/Certification Form, that facility is capable of performing its intended function(s), including fully automatic operation.

3.05 SUPPLEMENTS

A. Supplements listed below, following “End of Section,” are a part of this Specification:

1. Unit Process Startup Form.
2. Facility Performance Demonstration/Certification Form.

END OF SECTION

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UNIT PROCESS STARTUP FORM

OWNER:_____ **PROJECT:**_____

Unit Process Description: (Include description and equipment number of all equipment and devices):

_____

_____

_____

_____

Startup Procedure (Describe procedure for sequential startup and evaluation, including valves to be opened/closed, order of equipment startup, etc.):

_____

_____

_____

_____

_____

Startup Requirements (Water, power, chemicals, etc.):_____

_____

_____

Evaluation Comments:_____

_____

_____

_____

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FACILITY PERFORMANCE DEMONSTRATION/CERTIFICATION FORM

OWNER:_____ **PROJECT:**_____

Unit Processes Description (List unit processes involved in facility startup):

_____

_____

_____

_____

Unit Processes Startup Sequence (Describe sequence for startup, including computerized operations, if any):

_____

_____

_____

_____

_____

Contractor Certification that Facility is capable of performing its intended function(s), including fully automatic operation:

Contractor: _____ **Date:** _____**, 20**____

Engineer: _____ **Date:** _____**, 20**____
(Authorized Signature)

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SECTION 26 05 01
ELECTRICAL

PART 1 GENERAL

1.01 RELATED SECTIONS

A. Requirements specified within this section apply to Division 26, Electrical. Work specified herein shall be performed as if specified in the individual sections. Coordinate all sections and drawings as one contract document.

1.02 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. ASTM International (ASTM):
   a. A167, Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
   b. A240/A240M, Standard Specification for Heat-Resisting Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels.
   c. A1011/A1011M, Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
   d. B8, Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft.
   e. C857, Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures.
2. Electronic Industries Association (EIA/TIA): 569, Commercial Building Standard for Telecommunications Pathways and Spaces.
3. Federal Specifications (FS):
   a. W-C-596, Connector, Electrical, Power, General Specification for.
   b. W-S-896, Switch, Toggle (Toggle and Lock), Flush Mounted (General Specification).
4. Institute of Electrical and Electronics Engineers, Inc. (IEEE):
   a. C62.41, Recommended Practice on Surge Voltages in Low-Voltage AC Power Circuits.
   b. PC62.41.1, Draft Guide on the Surge Environment in Low-Voltage (1,000 V and less) AC Power Circuits.
   c. 112, Standard Test Procedure for Polyphase Induction Motors and Generators.
   d. 114, Standard Test Procedures for Single-Phase Induction Motors.
5. International Electrical Testing Association (NETA): ATS, Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

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6. National Electrical Contractor's Association, Inc. (NECA): 1, Standard Practices for Good Workmanship in Electrical Contracting.
7. National Electrical Manufacturers Association (NEMA):
   a. C80.1, Rigid Steel Conduit-Zinc Coated.
   b. C80.3, Electrical Metallic Tubing-Zinc Coated.
   c. C80.6, Intermediate Metal Conduit-Zinc Coated (IMC).
   d. 250, Enclosures for Electrical Equipment (1,000 Volts Maximum).
   e. CC1, Electrical Power Connectors for Substations.
   f. ICS 1, Industrial Control and Systems: General Requirements.
   g. ICS 2, Industrial Control and Systems: Controllers, Contactors, and Overload Relays Rated Not More Than 2,000 Volts AC or 750 Volts DC.
   h. ICS 2.3, Industrial Control and Systems: Instructions for the Handling, Installation, Operation and Maintenance of Motor Control Centers.
   i. MG 1, Motors and Generators.
   j. PB 1, Panelboards.
   k. RN 1, Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
   l. ST 20, Dry Type Transformers for General Applications.
   m. TC 2, Electrical Polyvinyl Chloride (PVC) Tubing and Conduit.
   n. TC 3, PVC Fittings for Use with Rigid PVC Conduit and Tubing.
   o. WC 57, Instrumentation Cables and Thermocouple Wire.
   p. WC 70, Standard for Non-Shielded Power Cables Rated 2000 V or Less for the Distribution of Electrical Energy.
   q. WD 1, General Color Requirements for Wiring Devices.
8. National Fire Protection Association (NFPA): 70, National Electrical Code (NEC).
9. Underwriters Laboratories, Inc. (UL):
   a. 1, Flexible Metal Conduit.
   b. 6, Electrical Rigid Metal Conduit—Steel.
   c. 13, Power-Limited Circuit Cables.
   d. 44, Thermoset Insulated Wires and Cables.
   e. 62, Flexible Cord and Fixture Wire.
   f. 67, Panelboards.
   g. 98, Enclosed and Dead-Front Switches.
   h. 198C, High Interrupting Capacity Fuses, Current Limiting Types.
   i. 198E, Class R Fuses.
   j. 360, Liquid-Tight Flexible Steel Conduit.
   k. 486A, Wire Connectors and Soldering Lugs for Use with Copper Conductors.
   l. 486C, Splicing Wire Connectors.
   m. 489, Molded-Case Circuit Breakers, Molded-Case Switches, and Circuit Breaker Enclosures.
   n. 508, Industrial Control Equipment.

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o. 510, Polyvinyl Chloride, Polyethylene and Rubber Insulating Tape.
p. 514B, Fittings for Cable and Conduit.
q. 674, Electric Motors And Generators for use in Division 1 Hazardous (Classified) Locations.
r. 854, Service-Entrance Cables.
s. 1059, Terminal Blocks.
t. 1561, Dry-Type General Purpose and Power Transformers.
u. 2111, Overheating Protection for Motors.

1.03 LUMP SUM SCOPE OF WORK

A. The following scope of work shall be included in the lump sum base bid.

1. Supply VFD as specified in Specification Section 26 29 23, Variable-Frequency Motor Controller including all shipping, handling, and storage as needed to transfer the new VFD to Owner for installation by others.

B. General: 1. Perform all electrical testing required to ensure safe and operational system.

1.04 DEFINITIONS

A. AHJ: Authority Having Jurisdiction.

B. MCOV: Maximum Allowable Continuous Operating Voltage.

C. SPD: Surge Protection Device.

1.05 QUALITY ASSURANCE

A. Provide the Work in accordance with NFPA 70. Where required by Authority Having Jurisdiction (AHJ), material and equipment shall be labeled or listed by a nationally recognized testing laboratory or other organization acceptable to the AHJ, in order to provide a basis for approval under the NEC.

B. Materials and equipment manufactured within the scope of standards published by Underwriters Laboratories Inc. shall conform to those standards and shall have an applied UL listing mark or label.

C. Provide materials and equipment acceptable to AHJ for Class, Division, and Group of hazardous area indicated.

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1.06 APPROVAL BY AUTHORITY HAVING JURISDICTION

A. Provide the Work in accordance with current edition of NFPA 70, National Electrical Code (NEC). Where required by the Authority Having Jurisdiction (AHJ), material and equipment shall be labeled or listed by a Nationally Recognized Testing Laboratory (NRTL) or other organization acceptable to the AHJ, in order to provide a basis for approval under the NEC.

B. Materials and equipment manufactured within the scope of standards published by Underwriters Laboratories, Inc. shall conform to those standards and shall have the appropriate listing mark or label by a NTRL.

1.07 ENVIRONMENTAL CONDITIONS

A. The room where proposed VFD is to be installed is a conditioned space.

PART 2 PRODUCTS

2.01 GENERAL

A. Products shall comply with all applicable provisions of NFPA 70.

B. Equipment Finish: Manufacturer's standard finish color, except where specific color is indicated.

C. Material and equipment installed in heated and ventilated areas shall be capable of continuous operation at their specified ratings within an ambient temperature range of 40 degrees F to 104 degrees F.

2.02 CONDUCTORS AND CABLES

A. Conductors 600 Volts and Below:

1. Conform to applicable requirements of NEMA WC70, WC 71, WC 72, and WC 74.
2. Conductor Type:
   a. 120- and 277-Volt Lighting, No. 10 AWG and Smaller: Solid copper.
   b. 120-Volt Receptacle Circuits, No. 10 AWG and Smaller: Solid copper.
   c. All Other Circuits: Stranded copper.
3. Insulation:
   a. Type XHHW.
   b. Type THHN/THWN-2, for field wiring.

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B. Type 1, Multiconductor Control Cable:

1. Conductors:
   a. No. 14 AWG, seven-strand copper.
   b. Insulation: 15-mil PVC with 4-mil nylon.
   c. UL 1581 listed as Type THHN/THWN rated VW-1.
   d. Conductor group bound with spiral wrap of barrier tape.
   e. Color Code: In accordance with ICEA S-58-679, Method 1, Table 2.
2. Cable: Passes the ICEA T-29-520 210,000 Btu per hour Vertical Tray Flame Test.
3. Cable Sizes:

No. of Conductors	Max. Outside Diameter (Inches)	Jacket Thickness (Mils)
3	0.41	45
5	0.48	45
7	0.52	45
12	0.72	60
19	0.83	60
25	1.00	60
37	1.15	80

4. Manufacturers:
   a. Okonite Co.
   b. Southwire.

C. Type 3, No. 16 AWG, Twisted, Shielded Pair, Instrumentation Cable: Single pair, designed for noise rejection for process control, computer, or data log applications meeting NEMA WC 57 requirements.

1. Outer Jacket: 45-mil nominal thickness.
2. Individual Pair Shield: 1.35-mil, double-faced aluminum/synthetic polymer overlapped to provide 100 percent coverage.
3. Dimension: 0.31-inch nominal OD.
4. Conductors:
   a. Bare soft annealed copper, Class B, seven-strand concentric, meeting requirements of ASTM B8.
   b. 20 AWG, seven-strand tinned copper drain wire.
   c. Insulation: 15-mil nominal PVC.
   d. Jacket: 4-mil nominal nylon.
   e. Color Code: Pair conductors, black and red.

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5. Manufacturers:
   a. Okonite Co.
   b. Alpha Wire Corp.
   c. Belden.

D. CAT6 E Cable, 4 pair:

1. 100 Ohm FTP Fire retardant UL Listed.
2. LSOH outer jacket.
3. Synthetic Water repellent.
4. Shielding Polyester AL tape.
5. Insulation triple coat with 515 mm design.
6. Tinned Copper conductor.
7. IEEE 802 IEEE802.5 performance.
8. Insulation: Fire Retardant IEC.
9. UL 1581 listed as Type THHN/THWN rated VW-1.
10. Conductor group bound with spiral wrap of barrier tape.
11. Color Code: In accordance with ICEA S-58-679, Method 1, Table 2.

E. Manufacturers:

1. CAT6 Beldon or equal.
2. South Wire for THHN/THWN.
3. Manufacturers standard for internal control panel.

F. Accessories:

1. Tape:
   a. General Purpose, Flame Retardant: 7 mils, vinyl plastic, Scotch Brand 33, rated for 90 degrees C minimum, meeting requirements of UL 510.
   b. Flame Retardant, Cold and Weather Resistant: 8.5 mils, vinyl plastic, Scotch Brand 88.
   c. Arc and Fireproofing:
      1) 30 mils, elastomer.
      2) Manufacturers and Products:
         a) 3M; Scotch Brand 77, with Scotch Brand 69 glass cloth tape binder.
         b) Plymount; Plyarc 53, with Plyglas 77 glass cloth tape binder.

G. Identification Devices:

1. Sleeve:
   a. Permanent, PVC, yellow or white, with legible machine-printed black markings.

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b. Manufacturers and Products:
1) Raychem; Type D-SCE or ZH-SCE.
2) Brady, Type 3PS.

2. Heat Bond Marker:
a. Transparent thermoplastic heat bonding film with acrylic pressure sensitive adhesive.
b. Self-laminating protective shield over text.
c. Machine printed black text.
d. Manufacturer and Product: 3M Co.; Type SCS-HB.

3. Marker Plate: Nylon, with legible designations permanently hot stamped on plate.

4. Tie-On Cable Marker Tags:
a. Chemical-resistant white tag.
b. Size: 1/2 inch by 2 inches.
c. Manufacturer and Product: Raychem; Type CM-SCE.

5. Grounding Conductor: Permanent green heat-shrink sleeve, 2-inch minimum.

6. Connectors and Terminations:
a. Nylon, Self-Insulated Crimp Connectors:
1) Manufacturers and Products:
a) Thomas & Betts; Sta-Kon.
b) Burndy; Insulug.
c) ILSCO.

7. Self-Insulated, Freespring Wire Connector (Wire Nuts):
a. Plated steel, square wire springs.
b. UL Standard 486C.
c. Manufacturers and Products:
1) Thomas & Betts.
2) Ideal; Twister.

H. Cable Lugs:

a. In accordance with NEMA CC 1.
b. Rated 600 volts of same material as conductor metal.
c. Uninsulated Crimp Connectors and Terminators:
1) Suitable for use with 75 degrees C wire at full NFPA 70, 75 degrees C ampacity.
2) Manufacturers and Products:
a) Thomas & Betts; Color-Keyed.
b) Burndy; Hydent.
c) ILSCO.
d. Uninsulated, Bolted, Two-Way Connectors and Terminators:
1) Manufacturers and Products:
a) Thomas & Betts; Locktite.
b) Burndy; Quiklug.
c) ILSCO.

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I. Cable Ties:

1. Nylon, adjustable, self-locking, and reusable.
2. Manufacturer and Product: Thomas & Betts; TY-RAP.

J. Heat Shrinkable Insulation:

1. Thermally stabilized, crosslinked polyolefin.
2. Manufacturer and Product: Thomas & Betts; SHRINK-KON.

2.03 CIRCUIT BREAKER, INDIVIDUAL, 0 TO 600 VOLTS

A. UL 489 listed for use at location of installation.

B. Minimum Interrupt Rating: 42,000 amps rms symmetrical at 480 volts.

C. Thermal-magnetic, quick-make, quick-break, indicating type showing ON/OFF and TRIPPED indicating positions of operating handle.

D. Suitable for use with 75 degrees C wire at full NFPA 70, 75 degrees C ampacity.

E. Locking: Provisions for padlocking handle.

F. Enclosure: As shown.

G. Interlock: Enclosure and switch shall interlock to prevent opening cover with breaker in the ON position.

2.04 NAMEPLATES

A. Material: Laminated plastic.

B. Attachment Screws: Stainless steel.

C. Color: White. Engraved to a black core.

D. Letter Height:

1. Pushbuttons/Selector Switches: 1/8 inch.
2. Other Electrical Equipment: ¼ inch.

2.05 SIGNS AND LABELS

A. Sign size, lettering, and color shall be in accordance with NEMA Z535.4.

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PART 3 EXECUTION

3.01 CONDUCTORS 600 VOLTS AND BELOW

A. Do not splice conductors, unless specifically approved by Engineer.

B. Connections and Terminations:

1. Install nylon self-insulated crimp connectors and terminators for instrumentation and control, circuit conductors.
2. Install self-insulated, set screw wire connectors for two-way connection of power circuit conductors 12 AWG and smaller.
3. Install uninsulated crimp connectors and terminators for instrumentation, control, and power circuit conductors 4 AWG through 2/0 AWG.
4. Install uninsulated, bolted, two-way connectors and terminators for power circuit conductors 3/0 AWG and larger.
5. Install uninsulated terminators bolted together on motor circuit conductors 10 AWG and larger.
6. Place no more than one conductor in any single-barrel pressure connection.
7. Install crimp connectors with tools approved by connector manufacturer.
8. Install terminals and connectors acceptable for type of material used.
9. Compression Lugs:
   a. Attach with a tool specifically designed for purpose. Tool shall provide complete, controlled crimp and shall not release until crimp is complete.
   b. Do not use plier type crimpers.

C. Do not use soldered mechanical joints.

D. Splices and Terminations:

1. Insulate all uninsulated connections.
2. Indoors: Use general purpose, flame retardant tape or single wall heat shrink.
3. Outdoors, Dry Locations: Use flame retardant, cold- and weather-resistant tape or single wall heat shrink.
4. Below Grade and Wet or Damp Locations: Use dual wall heat shrink.

E. Cap spare conductors with UL listed end caps.

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F. Cabinets, Panels, and Motor Control Centers:

1. Remove surplus wire, bridle and secure.
2. Where conductors pass through openings or over edges in sheet metal, remove burrs, chamfer edges, and install bushings and protective strips of insulating material to protect the conductors.

G. Control and Instrumentation Wiring:

1. Where terminals provided will accept such lugs, terminate control and instrumentation wiring, except solid thermocouple leads, with insulated, locking-fork compression lugs.
2. Terminate with methods consistent with terminals provided, and in accordance with terminal manufacturer's instructions.
3. Locate splices in readily accessible cabinets or junction boxes using terminal strips.
4. Cable Protection:
   a. Under Infinite Access Floors: May install without bundling.
   b. All Other Areas: Install individual wires, pairs, or triads in flex conduit under floor or grouped into bundles at least 1/2 inch in diameter.
   c. Maintain integrity of shielding of instrumentation cables.
   d. Ensure grounds do not occur because of damage to jacket over the shield.

H. Extra Conductor Length: For conductors to be connected by others, install minimum 6 feet of extra conductor in freestanding panels and minimum 2 feet in other assemblies.

I. Communications Tests: Contractor shall coordinate with Plant technicians to ensure proper communications have been established between FP-3-1 and Plant SCADA SYSTEM.

3.02 GROUNDING

A. Grounding shall be in compliance with NFPA 70 and as shown.

B. Ground electrical service neutral at service entrance equipment to supplementary grounding electrodes.

C. Ground each separately derived system neutral to nearest effectively grounded building structural steel member or separate grounding electrode.

D. Bond together system neutrals, service equipment enclosures, exposed noncurrent-carrying metal parts of electrical equipment, metal raceways, ground conductor in raceways and cables, receptacle ground connections, and metal piping systems.

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E. Shielded Instrumentation Cables:

1. Ground shield to ground bus at power supply for analog signal.
2. Expose shield minimum 1 inch at termination to field instrument and apply heat shrink tube.
3. Do not ground instrumentation cable shield at more than one point.

F. Equipment Grounding Conductors: Provide in all conduits containing power conductors and control circuits above 50 volts.

G. Visual and Mechanical Inspection:

1. Equipment and circuit grounds in pump control panel and RTU assemblies for proper connection and tightness.
2. Ground bus connections in pump control panel and RTU assemblies for proper termination and tightness.
3. Effective transformer core and equipment grounding.
4. Accessible connections to grounding electrodes for proper fit and tightness.
5. Accessible exothermic-weld grounding connections to verify that molds were fully filled and proper bonding was obtained.

3.03 FIELD QUALITY CONTROL

A. Tests shall be performed in accordance with the requirements of Section 01 91 14, Equipment Testing and Facility Startup.

B. General:

1. Test equipment shall have an operating accuracy equal to, or greater than, requirements established by NETA ATS.
2. Test instrument calibration shall be in accordance with NETA ATS.
3. Perform inspection and electrical tests after equipment has been installed.
4. Perform tests with apparatus de-energized whenever feasible.
5. Inspection and electrical tests on energized equipment are to be:
   a. Scheduled with Owner prior to de-energization.
   b. Minimized to avoid extended period of interruption.

C. Tests and inspection shall establish that:

1. Electrical equipment is operational within industry and manufacturer's tolerances.
2. Installation operates properly.
3. Equipment is suitable for energization.
4. Installation conforms to requirements of Contract Documents and NFPA 70.

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D. Perform inspection and testing in accordance with NETA ATS, industry standards, and manufacturer's recommendations.

E. Adjust mechanisms and moving parts for free mechanical movement.

F. Verify nameplate data for conformance to Contract Documents.

G. Realign equipment not properly aligned and correct unlevelness.

H. Properly anchor electrical equipment found to be inadequately anchored.

I. Tighten accessible bolted connections, including wiring connections, with calibrated torque wrench to manufacturer's recommendations, or as otherwise specified.

J. Clean contaminated surfaces with cleaning solvents as recommended by manufacturer.

K. Provide proper lubrication of applicable moving parts.

L. Investigate and repair or replace:

1. Electrical items that fail tests.
2. Active components not operating in accordance with manufacturer's instructions.
3. Damaged electrical equipment.

M. Electrical Enclosures:

1. Remove foreign material and moisture from enclosure interior.
2. Vacuum and wipe clean enclosure interior.
3. Remove corrosion found on metal surfaces.
4. Repair or replace, as determined by Engineer, door and panel sections having damaged surfaces.
5. Replace missing or damaged hardware.

N. Provide certified test report(s) documenting the successful completion of specified testing. Include field test measurement data.

O. Test the following equipment and materials: Grounding electrodes.

P. Controls:

1. Test control and signal wiring for proper termination and function.
2. Test local control panels and other control devices for proper terminations, configuration and settings, and functions.
3. Demonstrate control, monitoring, and indication functions in presence of Owner and Engineer.

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3.04 NAMEPLATES, SIGNS, AND LABELS

A. Labels shall be 2 in letters laminated plastic white letters black background with stainless steel fasteners.

B. Equipment Nameplates:

1. Provide a nameplate to label electrical equipment including terminal junction boxes, switches and control stations.
2. Nameplates required for FP-3-1, FP-3-1A, TJB FP3-1 to SCADA, confirm with Owner prior to procuring or installing labels.

END OF SECTION

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SECTION 26 08 00
COMMISSIONING OF ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. ASTM International (ASTM):
   a. D877, Standard Test Method for Dielectric Breakdown Voltage of Insulating Liquids Using Disk Electrodes.
   b. D923, Standard Practice for Sampling Electrical Insulating Liquids.
   c. D924, Standard Test Method for Dissipation Factor (or Power Factor) and Relative Permittivity (Dielectric Constant) of Electrical Insulating Liquids.
   d. D971, Standard Test Method for Interfacial Tension of Oil Against Water by the Ring Method.
   e. D974, Standard Test Method for Acid and Base Number by Color-Indicator Titration.
   f. D1298, Standard Test Method for Density, Relative Density (Specific Gravity), or API Gravity of Crude Petroleum and Liquid Petroleum Products by Hydrometer Method.
   g. D1500, Standard Test Method for ASTM Color of Petroleum Products (ASTM Color Scale).
   h. D1524, Standard Test Method for Visual Examination of Used Electrical Insulating Oils of Petroleum Origin in the Field.
   i. D1533, Standard Test Method for Water in Insulating Liquids by Coulometric Karl Fischer Titration.
   j. D1816, Standard Test Method for Dielectric Breakdown Voltage of Insulating Oils of Petroleum Origin Using VDE Electrodes.
2. Institute of Electrical and Electronics Engineers (IEEE):
   a. 43, Recommended Practice for Testing Insulating Resistance of Rotating Machinery.
   b. 48, Standard Test Procedures and Requirements for Alternating-Current Cable Terminators Used on Shielded Cables Having Laminated Insulation Rated 2.5 kV through 765 kV or Extruded Insulation Rated 2.5kV through 500kV.
   c. 81, Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System.
   d. 95, Recommended Practice for Insulation Testing of AC Electric Machinery (2300V and Above) with High Direct Voltage.
   e. 386, Standard for Separable Insulated Connector Systems for Power Distribution Systems Above 600V.
   f. 400, Guide for Field Testing and Evaluation of the Insulation of Shielded Power Cable Systems.

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g. 450, Recommended Practice for Maintenance, Testing, and Replacement of Vented Lead-Acid Batteries for Stationary Applications.
h. C2, National Electrical Safety Code.
i. C37.20.1, Standard for Metal-Enclosed Low Voltage Power Circuit Breaker Switchgear.
j. C37.20.2, Standard for Metal-Clad Switchgear.
k. C37.20.3, Standard for Metal-Enclosed Interrupter Switchgear.
l. C37.23, Standard for Metal-Enclosed Bus.
m. C62.33, Standard Test Specifications for Varistor Surge-Protective Devices.

3. Insulated Cable Engineers Association (ICEA):
   a. S-93-639, 5-46 kV Shielded Power Cables for Use in the Transmission and Distribution of Electric Energy.
   b. S-94-649, Concentric Neutral Cables Rated 5 through 46 kV.
   c. S-97-682, Standard for Utility Shielded Power Cables Rated 5 through 46 kV.
4. National Electrical Manufacturers Association (NEMA):
   a. AB 4, Guidelines for Inspection and Preventive Maintenance of Molded Case Circuit Breakers Used in Commercial and Industrial Applications.
   b. PB 2, Deadfront Distribution Switchboards.
   c. WC 74, 5-46 kV Shielded Power Cable for Use in the Transmission and Distribution of Electric Energy.
5. InterNational Electrical Testing Association (NETA): ATS, Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
6. National Fire Protection Association (NFPA):
   a. 70, National Electrical Code (NEC).
   b. 70B, Recommended Practice for Electrical Equipment Maintenance.
   c. 70E, Standard for Electrical Safety in the Workplace.
   d. 101, Life Safety Code.
7. National Institute for Certification in Engineering Technologies (NICET).
8. Occupational Safety and Health Administration (OSHA): CFR 29, Part 1910, Occupational Safety and Health Standards.

1.02 SUBMITTALS

A. Informational Submittals:

1. Submit 30 days prior to performing inspections or tests:
   a. Schedule for performing inspection and tests.
   b. List of references to be used for each test.
   c. Sample copy of equipment and materials inspection form(s).

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d. Sample copy of individual device test form.
e. Sample copy of individual system test form.

2. Energization Plan: Prior to initial energization of electrical distribution equipment; include the following:
   a. Owner's representative sign-off form for complete and accurate arc flash labeling and proper protective device settings for equipment to be energized.
   b. Staged sequence of initial energization of electrical equipment.
   c. Lock-Out-Tag-Out plan for each stage of the progressive energization.
   d. Barricading, signage, and communication plan notifying personnel of newly energized equipment.
3. Submit test or inspection reports and certificates for each electrical item tested within 30 days after completion of test:
4. Operation and Maintenance Data:
   a. In accordance with Section 01 78 23, Operation and Maintenance Data.
   b. After test or inspection reports and certificates have been reviewed by Engineer and returned, insert a copy of each in Operation and Maintenance Manual.
5. Programmable Settings: At completion of Performance Demonstration Test, submit final hardcopy printout and electronic files on compact disc of as-left setpoints, programs, and device configuration files for:
   a. Protective relays.
   b. Intelligent overload relays.
   c. Variable frequency drives.
   d. Power metering devices.
   e. Uninterruptible power supplies.
   f. Electrical communications modules.

1.03 QUALITY ASSURANCE

A. Testing Firm Qualifications:

1. Corporately and financially independent organization functioning as an unbiased testing authority.
2. Professionally independent of manufacturers, suppliers, and installers of electrical equipment and systems being tested.
3. Employer of engineers and technicians regularly engaged in testing and inspecting of electrical equipment, installations, and systems.
4. Supervising engineer accredited as Certified Electrical Test Technologist by NICET or NETA and having a minimum of 5 years' testing experience on similar projects.
5. Technicians certified by NICET or NETA.
6. Assistants and apprentices assigned to Project at ratio not to exceed two certified to one noncertified assistant or apprentice.

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7. Registered Professional Engineer to provide comprehensive Project report outlining services performed, results of such services, recommendations, actions taken, and opinions.
8. In compliance with OSHA CFR 29, Part 1910.7 criteria for accreditation of testing laboratories or a full member company of NETA.

B. Test equipment shall have an operating accuracy equal to or greater than requirements established by NETA ATS.

C. Test instrument calibration shall be in accordance with NETA ATS.

1.04 SEQUENCING AND SCHEDULING

A. Perform inspection and electrical tests after equipment listed herein has been installed.

B. Perform tests with apparatus de-energized whenever feasible.

C. Inspection and electrical tests on energized equipment shall be:

1. Scheduled with Owner prior to de-energization.
2. Minimized to avoid extended period of interruption to the operating plant equipment.

D. Notify Owner at least 48 hours prior to performing tests on energized electrical equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

A. Perform tests in accordance with requirements of Section 01 91 14, Equipment Testing and Facility Startup.

B. Tests and inspections shall establish:

1. Electrical equipment is operational within industry and manufacturer's tolerances and standards.
2. Installation operates properly.
3. Equipment is suitable for energization.
4. Installation conforms to requirements of Contract Documents and NFPA 70, NFPA 70E, NFPA 101, and IEEE C2.

C. Perform inspection and testing in accordance with NETA ATS, industry standards, and manufacturer's recommendations.

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D. Adjust mechanisms and moving parts of equipment for free mechanical movement.

E. Adjust and set electromechanical electronic relays and sensors to correspond to operating conditions, or as recommended by manufacturer.

F. Verify nameplate data for conformance to Contract Documents and approved Submittals.

G. Realign equipment not properly aligned and correct unlevelness.

H. Properly anchor electrical equipment found to be inadequately anchored.

I. Tighten accessible bolted connections, including wiring connections, with calibrated torque wrench/screw driver to manufacturer's recommendations, or as otherwise specified in NETA ATS.

J. Clean contaminated surfaces with cleaning solvents as recommended by manufacturer.

K. Provide proper lubrication of applicable moving parts.

L. Inform Engineer of working clearances not in accordance with NFPA 70.

M. Investigate and repair or replace:

1. Electrical items that fail tests.
2. Active components not operating in accordance with manufacturer's instructions.
3. Damaged electrical equipment.

N. Electrical Enclosures:

1. Remove foreign material and moisture from enclosure interior.
2. Vacuum and wipe clean enclosure interior.
3. Remove corrosion found on metal surfaces.
4. Repair or replace, as determined by Engineer door and panel sections having dented surfaces.
5. Repair or replace, as determined by Engineer poor fitting doors and panel sections.
6. Repair or replace improperly operating latching, locking, or interlocking devices.
7. Replace missing or damaged hardware.
8. Finish:
   a. Provide matching paint and touch up scratches and mars.
   b. If required because of extensive damage, as determined by Engineer, refinish entire assembly.

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O. Replace fuses and circuit breakers that do not conform to size and type required by the Contract Documents or approved Submittals.

3.02 CHECKOUT AND STARTUP

A. Voltage Field Test:

1. Check voltage at point of termination of power company supply system to Project when installation is essentially complete and is in operation.
2. Check voltage amplitude and balance between phases for loaded and unloaded conditions.
3. Record supply voltage (all three phases simultaneously on same graph) for 24 hours during normal working day.
   a. Submit Voltage Field Test Report within 5 days of test.
4. Unbalance Corrections:
   a. Make written request to power company to correct condition if balance (as defined by NEMA) exceeds 1 percent, or if voltage varies throughout the day and from loaded to unloaded condition more than plus or minus 4 percent of nominal.
   b. Obtain written certification from responsible power company official that voltage variations and unbalance are within their normal standards if corrections are not made.

B. Equipment Line Current Tests:

1. Check line current in each phase for each piece of equipment.
2. Make line current check after power company has made final adjustments to supply voltage magnitude or balance.
3. If phase current for a piece of equipment is above rated nameplate current, prepare Equipment Line Phase Current Report that identifies cause of problem and corrective action taken.

3.03 LOW VOLTAGE CABLES, 600 VOLTS MAXIMUM

A. Visual and Mechanical Inspection:

1. Inspect each individual exposed power cable No. 6 and larger for:
   a. Physical damage.
   b. Proper connections in accordance with single-line diagram.
   c. Cable bends not in conformance with manufacturer's minimum allowable bending radius where applicable.
   d. Color coding conformance with specification.
   e. Proper circuit identification.
2. Mechanical Connections For:
   a. Proper lug type for conductor material.
   b. Proper lug installation.

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c. Bolt torque level in accordance with NETA ATS, Table 100.12, unless otherwise specified by manufacturer.

3. Shielded Instrumentation Cables For:
   a. Proper shield grounding.
   b. Proper terminations.
   c. Proper circuit identification.
4. Control Cables For:
   a. Proper termination.
   b. Proper circuit identification.
5. Cables Terminated Through Window Type CTs: Verify neutrals and grounds are terminated for correct operation of protective devices.

B. Electrical Tests for Conductors No. 6 and Larger:

1. Insulation Resistance Tests:
   a. Utilize 1,000-volt dc megohmmeter for 600-volt insulated conductors and 500-volt dc megohmmeter for 300-volt insulated conductors.
   b. Test each conductor with respect to ground and to adjacent conductors for 1 minute.
   c. Evaluate ohmic values by comparison with conductors of same length and type.
   d. Investigate values less than 50 megohms.
2. Continuity test by ohmmeter method to ensure proper cable connections.

C. Low-voltage cable tests may be performed by installer in lieu of independent testing firm.

3.04 MOLDED AND INSULATED CASE CIRCUIT BREAKERS

A. General: Inspection and testing limited to circuit breakers rated 70 amperes and larger and to motor circuit protector breakers rated 50 amperes and larger.

B. Visual and Mechanical Inspection:

1. Proper mounting.
2. Proper conductor size.
3. Feeder designation according to nameplate and one-line diagram.
4. Cracked casings.
5. Connection bolt torque level in accordance with NETA ATS, Table 100.12.
6. Operate breaker to verify smooth operation.
7. Compare frame size and trip setting with circuit breaker schedules or one-line diagram.
8. Verify that terminals are suitable for 75 degrees C rated insulated conductors.

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C. Electrical Tests:

1. Insulation Resistance Tests:
   a. Utilize 1,000-volt dc megohmmeter for 480-volt and 600-volt circuit breakers and 500-volt dc megohmmeter for 240-volt circuit breakers.
   b. Pole-to-pole and pole-to-ground with breaker contacts opened for 1 minute.
   c. Pole-to-pole and pole-to-ground with breaker contacts closed for 1 minute.
   d. Test values to comply with NETA ATS, Table 100.1.
2. Contact Resistance Tests:
   a. Contact resistance in microhms across each pole.
   b. Investigate deviation of 50 percent or more from adjacent poles and similar breakers.
3. Primary Current Injection Test to Verify:
   a. Long-time minimum pickup and delay.
   b. Short-time pickup and delay.
   c. Ground fault pickup and delay.
   d. Instantaneous pickup by run-up or pulse method.
   e. Trip characteristics of adjustable trip breakers shall be within manufacturer's published time-current characteristic tolerance band, including adjustment factors.
   f. Trip times shall be within limits established by NEMA AB 4, Table 5-3. Alternatively, use NETA ATS, Table 100.7.
   g. Instantaneous pickup value shall be within values established by NEMA AB 4, Table 5-4. Alternatively, use NETA ATS, Table 100.8.

3.05 LOW VOLTAGE POWER CIRCUIT BREAKERS

A. Visual and Mechanical Inspection:

1. Proper mounting, cell fit, and element alignment.
2. Proper operation of racking interlocks.
3. Check for damaged arc chutes.
4. Proper contact condition.
5. Bolt torque level in accordance with NETA ATS, Table 100.12.
6. Perform mechanical operational and contact alignment tests in accordance with manufacturer's instructions.
7. Check operation of closing and tripping functions of trip devices by activating ground fault relays, undervoltage shunt relays, and other auxiliary protective devices.
8. Verify primary and secondary contact wipe, gap setting, and other dimensions vital to breaker operation are correct.
9. Check charging motor, motor brushes, associated mechanism, and limit switches for proper operation and condition.

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10. Check operation of electrically operated breakers in accordance with manufacturer's instructions.
11. Check for adequate lubrication on contact, moving, and sliding surfaces.

B. Electrical Tests:

1. Insulation Resistance Tests:
   a. Utilize 1,000-volt dc megohmmeter for 480-volt and 600-volt circuit breakers.
   b. Pole-to-pole and pole-to-ground with breaker contacts opened for 1 minute.
   c. Pole-to-pole and pole-to-ground with breaker contacts closed for 1 minute.
   d. Test values to comply with NETA ATS, Table 100.1.
2. Contact Resistance Tests:
   a. Contact resistance in microhms across each pole.
   b. Investigate deviation of 50 percent or more from adjacent poles and similar breakers.
3. Primary Current Injection Test to Verify:
   a. Long-time minimum pickup and delay.
   b. Short-time pickup and delay.
   c. Ground fault pickup and delay.
   d. Instantaneous pickup by run-up or pulse method.
   e. Trip characteristic when adjusted to setting sheet parameters shall be within manufacturer's published time-current tolerance band.

3.06 PROTECTIVE RELAYS

A. Visual and Mechanical Inspection:

1. Visually check each relay for:
   a. Tight cover gasket and proper seal.
   b. Unbroken cover glass.
   c. Condition of spiral spring and contacts.
   d. Disc clearance.
   e. Condition of case shorting contacts if present.
2. Mechanically check each relay for:
   a. Freedom of movement.
   b. Proper travel and alignment.
3. Verify each relay:
   a. Complies with Contract Documents, approved Submittal, and application.
   b. Is set in accordance with recommended settings from Coordination Study.

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B. Electrical Tests:

1. Insulation resistance test on each circuit to frame, except for solid state devices.
2. Test on nominal recommended setting for:
   a. Pickup parameters on each operating element.
   b. Timing at three points on time-current curve.
   c. Pickup target and seal-in units.
   d. Special tests as required to check operation of restraint, directional, and other elements in accordance with manufacturer's instruction manual.
3. Phase angle and magnitude contribution tests on differential and directional relays after energization to vectorially verify proper polarity and connections.
4. Current Injection Tests:
   a. For entire current circuit in each section.
   b. Secondary injection for current flow of 1 ampere.
   c. Test current at each device.

3.07 INSTRUMENT TRANSFORMERS

A. Visual and Mechanical Inspection:

1. Visually check current, potential, and control transformers for:
   a. Cracked insulation.
   b. Broken leads or defective wiring.
   c. Proper connections.
   d. Adequate clearances between primary and secondary circuit wiring.
2. Verify Mechanically:
   a. Grounding and shorting connections have good contact.
   b. Withdrawal mechanism and grounding operation, when applicable, operate properly.
3. Verify proper primary and secondary fuse sizes for potential transformers.

B. Electrical Tests:

1. Current Transformer Tests:
   a. Insulation resistance test of transformer and wiring-to-ground at 1,000 volts dc for 30 seconds.
   b. Polarity test.
2. Potential Transformer Tests:
   a. Insulation resistance test at test voltages in accordance with NETA ATS, Table 100.9, for 1 minute on:
      1) Winding-to-winding.
      2) Winding-to-ground.

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b. Polarity test to verify polarity marks or H1-X1 relationship as applicable.

3. Insulation resistance measurement on instrument transformer shall not be less than that shown in NETA ATS, Table 100.5.

3.08 METERING

A. Visual and Mechanical Inspection:

1. Verify meter connections in accordance with appropriate diagrams.
2. Verify meter multipliers.
3. Verify meter types and scales conform to Contract Documents.
4. Check calibration of meters at cardinal points.
5. Check calibration of electrical transducers.

3.09 GROUNDING SYSTEMS

A. Visual and Mechanical Inspection:

1. Equipment and circuit grounds in motor control center, adjustable frequency drive panel, panelboard, switchboard, and switchgear assemblies for proper connection and tightness.
2. Ground bus connections in motor control center, panelboard, switchboard, and switchgear assemblies for proper termination and tightness.
3. Effective transformer core and equipment grounding.
4. Accessible connections to grounding electrodes for proper fit and tightness.
5. Accessible exothermic-weld grounding connections to verify that molds were fully filled and proper bonding was obtained.

B. Electrical Tests:

1. Computer-Based Grounding Multimeter:
   a. In accordance with IEEE 81, Section 8.2.2.7 for measurement of each building's or structure's main ground system's resistance.
   b. Main ground electrode system resistance to ground to be no greater than 1 ohm(s).
2. Fall-of-Potential Test:
   a. In accordance with IEEE 81, Section 8.2.2.4 for measurement of ground resistance between main ground system, equipment frames, and system neutral and derived neutral points.
   b. Equipment ground resistance shall not exceed main ground system resistance by 0.50 ohm.

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3.10 GROUND FAULT SYSTEMS

A. Inspection and testing limited to:

1. Zero sequence grounding systems.
2. Residual ground fault systems.

B. Visual and Manual Inspection:

1. Neutral main bonding connection to ensure:
   a. Zero sequence sensing system is grounded ahead of neutral disconnect link.
   b. Ground strap sensing system is grounded through sensing device.
   c. Neutral ground conductor is solidly grounded.
2. Verify control power has adequate capacity for system.
3. Manually operate monitor panels for:
   a. Trip test.
   b. No trip test.
   c. Nonautomatic rest.
4. Zero sequence system for symmetrical alignment of core balance transformers about current carrying conductors.
5. Relay check for pickup and time under simulated ground fault conditions.
6. Verify nameplate identification by device operation.

C. Electrical Tests:

1. Test system neutral insulation resistance with neutral ground link removed; minimum 1 megohm.
2. Determine relay pickup by primary current injection at the sensor. Relay pickup current within plus or minus 10 percent of device dial or fixed setting.
3. Test relay timing by injecting 300 percent of pick-up current or as specified by manufacturer. Relay operating time in accordance with manufacturer's time-current characteristic curves.
4. Test system operation at 55 percent rated control voltage, if applicable.
5. Test zone interlock system by simultaneous sensor current injection and monitoring zone blocking functions.

END OF SECTION

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SECTION 26 29 23
VARIABLE-FREQUENCY MOTOR CONTROLLER

PART 1 GENERAL

1.01 SUMMARY

A. The Variable Frequency Drive (VFD) system shall contain all components required to meet the performance, protection, safety and certification criteria of this specification. All existing control functions shall be retained VFD must contain sufficient power lead connection points sized for existing line and load conductors and buss bars. VFD shall further contain enough input and output (I/O) control points to terminate all existing, and new discrete and analog functions as well as provisions for 20 percent spare capacity.

B. All work in this section shall be under the oversight of Rockwell Automation Field Service Engineer.

1.02 RELATED SECTIONS

A. Section 26 05 01, Electrical.

B. Section 26 08 00, Commissioning of Electrical Systems.

1.03 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. Electronic Industries Alliance (EIA): 359-A-1, Special Colors.
2. Hydraulic Institute Standards (HIS).
3. Institute of Electrical and Electronics Engineers (IEEE):
   a. 112, Standard Test Procedure for Polyphase Induction Motors and Generators.
   b. 519, Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems.
   c. C62.41, Recommended Practice on Surge Voltages in Low-Voltage AC Power Circuits.
4. National Electrical Manufacturer's Association (NEMA):
   a. 250, Enclosures for Electrical Equipment (1,000 Volts Maximum).
   b. CP 1, Shunt Capacitors.
   c. MG 1, Motors and Generators.
   d. WC 57, Standard for Control, Thermocouple Extensions, and Instrumentation Cables.
5. National Fire Protection Association (NFPA): 79, Electrical Standard for Industrial Machinery.

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B. National Fire Protection Association - NFPA 70 - US National Electrical Code.

C. National Electrical Manufacturers Association - NEMA 250 - Enclosures for Electrical Equipment.

D. Underwriters Laboratory Inc. – UL 508.

E. Canadian Standards Association International – CAN/CSA-C22.2 No. 14-05.

F. International Electrical Code - IEC 146.

G. Institute of Electrical and Electronics Engineers, Inc. - IEEE 519 - IEEE Standard Practices and Requirements for Harmonic Control in Electrical Power Systems.

1.04 DEFINITIONS

A. Terms that may be used in this section:

1. AFD: Adjustable frequency drive.
2. CMOS: Complementary metal oxide semiconductor.
3. CSI: Current source inverter.
4. EMU: Energy monitoring unit.
5. GTO: Gate turn-off thyristor.
6. MPR: Motor protection relay.
7. MTBF: Mean time between failure.
8. PWM: Pulse width modulation.
9. ROM: Read only memory.
10. RTD: Resistance temperature detector.
11. RTU: Remote Telemetry Unit.
12. Rated Load: Load specified for equipment.
13. Rated Speed: Nominal rated (100 percent) speed specified for equipment.
14. TDD: Total demand distortion.
15. THD: Total harmonic distortion.
16. TTL: Transistor logic.

1.05 SYSTEM DESCRIPTION

A. Performance Requirements:

1. This Specification covers supply, testing and commissioning of AFD. As a minimum drive shall be 18-pulse. Manufacturers may choose to provide higher pulse convertors or harmonic filters as required to meet the current and voltage distortion limits.

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2. Composite drive/motor efficiency (CE) is defined as ratio of motor shaft kW to drive input kW. AFD system minimum requirements:
   a. At 60-Hz drive output and 100 percent load, CE equals 92 percent.
   b. At 50-Hz drive output and 60 percent load CE equals 89 percent.
   c. At 40-Hz drive output and 30 percent load CE equals 84 percent.
   d. At 30-Hz drive output and 12.5 percent load CE equals 77 percent.
3. Rated Continuous Operation Capacity: Not less than 1.15 times full load current rating of driven motor, as indicated on motor nameplate, and suitable for continuous operation at continuous overload which may be imposed on motor by driven pump operating over specified speed range.
4. Basis for Harmonic Computations: Compute individual and total current and voltage distortion at the incoming line terminals of the drive. Normal source maximum short-circuit current shall match owner branch circuit protection and normal source maximum demand load current of 710A for current and voltage distortion computations, furnish harmonic filters, line reactors, isolation transformers, or higher pulse converter arrangements required to meet current/voltage distortion and line notching limits.
5. Normal Source Current Harmonic Distortion:
   a. Compute normal source individual and total current harmonic distortion at the input terminals to the drive, in accordance with IEEE 519.
   b. Individual current harmonic distortion and total demand distortion expressed as percent of maximum demand load current I_L shall not exceed values specified in Table 1 below:

Table 1

Individual Harmonic Order (Odd Harmonics)	**Harmonic Current Distortion Percent of Max. Demand Load Current IL**
h <11	1.0
11 h <17	0.50
17 h <23	0.375 (2.598 percent for h=17.19)
23 h <35	0.15
35 <h	0.075 (0.520 percent for h=35.37)
Total Demand Distortion (TDD)	5

   c. Limits specified in Table 1 are for drives utilizing 18-pulse rectifiers.
   d. For harmonic computations, assume both drives running at full load.

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6. Standby Source Current Harmonic Distortion:
   a. Compute standby source individual and total current harmonic distortion at the input terminals to the drive, in accordance with IEEE 519. Individual current harmonic distortion and total demand distortion expressed as percent of maximum demand load current IL shall not exceed values specified in Table 2 below.

Table 2	
Individual Harmonic Order (Odd Harmonics)	**Harmonic Current Distortion Percent of Max. Demand Load Current IL**
h <11	1.0
11 <h <17	0.5
17 <h <23	0.375 (2.598 percent for h=17.19)
23 <h <35	0.15
35 <h	0.075 (0.520 percent for h=35.37)
Total Demand Distortion (TDD)	5

   b. Limits specified in Table 2 are for drives utilizing 18-pulse rectifiers.
   c. For harmonic computations, assume both drives running at full load.
7. Normal Source Voltage Harmonic Distortion: Compute normal source voltage harmonic distortion at the input terminals of the drive. THD shall not exceed 5 percent, and individual voltage harmonic distortion shall not exceed 3 percent.
8. Standby Source Voltage Harmonic Distortion: Compute standby source voltage harmonic distortion at the input terminals of the 6SWBD, 1A,1B,1C. THD shall not exceed 5 percent, and individual voltage harmonic distortion shall not exceed 3 percent.
9. Furnish isolating transformers or series reactors, harmonic filters, or other devices necessary for proper system operation. Furnish necessary devices and circuits to prevent operation of one drive from adversely affecting operation of other drives supplied from same transformer or same bus.
10. When isolation transformers are used, design to meet K-factor requirements of drive(s) connected.
11. Furnish confirmation statement from the Utility (Keys Energy) that the Total Harmonic Distortion is within their requirements.

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B. Design Requirements:

1. Design and provide drive system consisting of adjustable frequency controller, drive motor, auxiliary items, and components necessary for complete operating system.
2. Other equipment is being powered from same bus as adjustable frequency drives. Ensure proper operation of drives and other loads under normal and emergency conditions.
3. Furnish AFDs rated on basis of actual motor full load nameplate current rating times 1.15 service factor. (AFD rating = 1.15* full load nameplate motor currents.)
4. Drive System: Convert incoming three-phase, 60-Hz ac power to variable voltage, adjustable frequency output for adjustable speed operation of a standard ac induction squirrel-cage motor, using pulse-width-modulation (PWM) technique to produce adjustable frequency output.
5. System rated for continuous industrial duty and suitable for use with Standard NEMA MG1, Design B motors
6. Incoming Line Circuit Breaker: Provide positive means of disconnecting incoming power, and overcurrent protection for drive system.
7. Incoming Line Reactor: Design to minimize harmonic distortion on incoming power feeder.
8. Output Reactor or dV/Dt Filter: Design to minimize voltage spikes at motor where long motor leads are indicated.
9. The equipment furnished, including filters, transformers, reactors, contactors, and AFD controller must fit within the enclosure dimensions on the Drawings.

1.06 SUBMITTALS

A. Action Submittals:

1. Overall drive system operating data, including efficiencies, input currents, and power factors, at driven equipment actual load and rated system input voltage, at 0, 40, 60, 80, 100, and 110 percent of rated speed.
2. Individual and total harmonic content (voltage and current) reflected in system normal source supply at driven equipment actual load at 70 percent and 100 percent of rated speed at incoming line terminals of power panel PP-1 for the load conditions specified. Normal source system short-circuit available at drive shall be calculated from data furnished by the Utility. Use TDD and THD factors as defined in IEEE 519 to designate total harmonic content.

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3. Individual and total current and voltage harmonic content reflected in standby power source, at locations specified, at driven equipment actual load at 70 percent and 100 percent of rated speed determined by using actual size and subtransient reactance of standby system obtained from standby source manufacturer. Use TDD and THD factors as defined in IEEE 519 to designate total harmonic content.
4. AFD output pulse maximum peak voltage, pulse rise time, and pulse rate of rise including justification for proposed deviation from specified values. Include motor manufacturer's certification motor insulation will withstand long-term overvoltages caused at motor terminals due to specified output pulse data or proposed deviation from this data.
5. Data on shelf life of "dc link" capacitor.
6. Complete system rating, including nameplate data, continuous operation load capability throughout speed range of 0 percent to 120 percent of rated speed.
7. Complete adjustable frequency controller rating coordinated with motor full load nameplate current rating; list controller special features being supplied.
8. Controller, reactor, harmonic filter, and isolating transformer (if applicable) dimensional drawings; information on size and location of space for incoming and outgoing conduit.
9. Maximum heat dissipation from enclosure.
10. Layout of controller face showing pushbuttons, switches, instruments, and indicating lights.
11. Complete system operating description.
12. Complete system schematic (elementary) wiring diagrams.
13. Complete system interconnection diagrams between controller, drive motor, and related components or controls external to system, including wire numbers and terminal board point identification.
14. One-line diagram of system, including component ratings.
15. Description of diagnostic features being provided.
16. Descriptive literature for control devices such as relays and timers.
17. Itemized bill-of-materials listing system components.
18. Specific description of provisions, such as filtering and harmonic suppression, being made to ensure proper system operation when system is supplied from standby engine generator specified in these Documents.
19. Description of MPR being furnished or how these functions are accomplished within drive system.
20. Elevation Drawings: Include dimensional information and conduit routing locations.
21. Unit Descriptions: Include amperage ratings, enclosure ratings, fault ratings, nameplate information, etc. as required for approval.

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22. Wiring Diagrams:
    a. Power Diagram: Include amperage ratings, circuit breaker frame sizes, circuit breaker continuous amp ratings, etc. as required for approval.
    b. Control Diagram: Include disconnect devices, pilot devices, etc.
23. Major components list.

B. Product Data Sheets:

1. VFD and Operator Interface publications.
2. Data sheets and publications on all major components including but not limited to the following:
    a. Contactors.
    b. Circuit breaker and fuse (power and control).
    c. Control power transformers.
    d. Pilot devices.
    e. Relays/Timers.

C. Test procedures shall be per the manufacturer's standards.

1.07 CLOSEOUT SUBMITTALS (OPERATION AND MAINTENANCE MANUALS)

A. Shop Drawings – Final as shipped.

1. Elevation Drawings: Include dimensional information and conduit routing locations.
2. Unit Descriptions: Include amperage ratings, enclosure ratings, fault ratings, nameplate information, etc. as required for approval.
3. Wiring Diagrams:
    a. Power Diagram: Include amperage ratings, circuit breaker frame sizes, circuit breaker continuous amp ratings, etc. as required for approval.
    b. Control Diagram: Include disconnect devices, pilot devices, etc.
4. Major components list.

B. Product Data Sheets:

1. VFD and Operator Interface publications.
2. Data sheets and publications on all major components including but not limited to the following:
    a. Contactors.
    b. Circuit breaker and fuse (power and control).
    c. Control power transformers.
    d. Pilot devices.
    e. Relays/Timers.

C. Test procedures shall be per the manufacturer's standards.

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D. Operation and Maintenance Data:

1. Service and Contact information.
2. VFD and Operator Interface User Manuals.
3. Troubleshooting / Service Manuals.

1.08 QUALITY ASSURANCE

A. Qualifications:

1. Manufacturers:
   a. The VFD and all associated optional equipment shall be UL listed or recognized.
   b. The VFD shall contain a UL label attached on the inside of the enclosure cabinet.
2. Suppliers:
   a. All inspection and testing procedures shall be developed and controlled under the guidelines of the Supplier's quality system and must be registered to ISO 9001 and regularly reviewed and audited by a third party registrar.
   b. The VFD shall be factory pre-wired, assembled and tested as a complete package.

1.09 DELIVERY, STORAGE, AND HANDLING

A. Contractor shall coordinate the shipping of equipment with the manufacturer.

B. Contractor shall store the equipment in a clean and dry space at an ambient temperature range of -25 °C to 55 °C (-13 °F to 130 °F).

C. The Contractor shall protect the units from dirt, water, construction debris and traffic.

1.10 WARRANTY

A. The manufacturer shall provide their standard parts warranty for 18 months from the date of shipment or 12 months from the date of being energized, whichever occurs first.

B. This warranty applies to variable frequency drive systems.

1.11 EXTRA MATERIALS

A. Furnish a spare Variable Frequency Drive Power Flex 755.

B. Furnish for each drive unit.

1. Complete set of components likely to fail in normal service.
2. Printed circuit boards.

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3. One complete power bridge and one spare printed circuit card for each modular, plug-in type card in controller.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Allen-Bradley – PowerFlex 753 VFD (No substitutions).

2.02 SERVICE CONDITIONS

A. Ambient Operating Temperature: 32 to 104 degrees F.

B. Storage Temperature: Minus 40 to 158 degrees F.

C. Humidity: 0 to 95 percent relative (noncondensing).

D. Altitude: 0 foot to 3,300 feet.

E. Frequency Stability: Plus or minus 0.1 percent of maximum frequency.

2.03 VARIABLE FREQUENCY DRIVE UNIT

A. Features:

1. Certifications:
   a. Listed to UL508C and CAN/CSA-C22.2 No. 14-05.
   b. In conformity with EMC Directive (2004/108/EC) and Low Voltage Directive (2006/95/EC). Standards applied; EN 61800-3:2004, EN 61800-5-1:2007
   c. TÜV Rheinland - standards applied: EN 61800-3:2004, EN 61800-5-1:2007, EN ISO 13849-1:2008, EN ISO 13849-2:2003, EN 61800-5-2:2007, EN 61508 PARTS 1-7:2000, EN 62061:2005, and EN 60204-1:2006.
   d. Australian Communications and Media Authority. In conformity with Radiocommunications Act: 1992, Radiocommunications Standard: 2008, and Radiocommunications Labeling Notice: 2008. Standards applied: EN 61800-3:2004.
   e. Electric Power Research Institute. Certified compliant with standards SEMI F47 and IEC 61000-4-34.
   f. Russian GOST-R Certificate No. POCC US.ME92.H00040
   g. Compliant with the European “Restriction of Hazardous Substances” Directive.
2. Hardware:
   a. Utilize diode bridge or SCR bridge on the input rectifier.
   b. Utilize dc bus inductor on all six-pulse VFDs only.
   c. Utilize switching logic power supply operating from the dc bus.

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d. Incorporate phase to phase and phase to ground MOV protection on the ac input line.
e. Microprocessor based inverter logic shall be isolated from power circuits.
f. Utilize latest generation IGBT inverter section.
g. Battery receptacle for Lithium battery power to the Real Time Clock.
h. Additional DPI port for handheld and remote HIM options.
i. Dedicated Digital Input for hardware enable.
j. Conformal coated printed circuit boards.
k. Optional onboard 24V dc Auxiliary Control Power Supply.

3. Control Logic:
   a. Ability to operate with motor disconnected.
   b. Provide a controlled shut down, when properly protected, with no component failure in the event of an output phase to phase or phase to ground short circuit. Provide annunciation of the fault condition.
   c. Provide multiple programmable stop modes including Ramp, Coast, DC-Brake, Ramp-to-Hold, Fast Braking, and Current Limit Stop.
   d. Provide multiple acceleration and deceleration rates.
   e. Adjustable output frequency up to 650Hz.
4. DeviceLogix Control:
   a. Ability to control outputs and manage status information locally within the VFD.
   b. Ability to function stand-alone or complimentary to supervisory control.
   c. Ability to speed reaction time by processing in the VFD.
   d. Ability to provide scaling, selector switches, or other data manipulations not already built into the VFD.
   e. Ability to read inputs/write outputs and exclusively control the VFD.
   f. Ability to provide an option for decision making if communication is lost with main controller.
   g. Ability to control other VFDs via a peer-to-peer EtherNet/IP network.
   h. Ability to write programs off-line.
5. Motor Control Modes:
   a. Selectable Sensorless Vector, Flux Vector, V/Hz, and Adjustable Voltage Control modes selectable through programming.
   b. The drive shall be supplied with a Start-up and Auto-tune mode.
   c. The V/Hz mode shall be programmable for fan curve or full custom patterns.
   d. Capable of Open Loop V/Hz.

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6. Current Limit:
   a. Programmable current limit from 20 to 160 percent of rated output current.
   b. Current limit shall be active for all drive states: accelerating, constant speed and decelerating.
   c. The drive shall employ PI regulation with an adjustable gain for smooth transition in and out of current limit.
7. Acceleration / Deceleration:
   a. Accel/Decel settings shall provide separate adjustments to allow either setting to be adjusted from 0 to 3600 seconds.
   b. A second set of remotely selectable accel/decel settings shall be accessible through digital inputs.
8. Speed Profiles:
   a. Programming capability shall allow the user to produce speed profiles with linear acceleration/deceleration or "S Curve" profiles that provide changing accel/decel rates.
   b. S Curve profiles shall be adjustable.
9. Adjustments:
   a. A digital interface can be used for all set-up, operation and adjustment settings.
   b. All adjustments shall be stored in nonvolatile memory (EEPROM).
   c. No potentiometer adjustments shall be required.
   d. EEPROM memory for factory default values shall be provided.
   e. Software must be available for trending and diagnostics, as well as online and offline programming functionality.
10. Process PID Control:
   a. The drive shall incorporate an internal process PI regulator with proportional and integral gain adjustments as well as error inversion and output clamping functions.
   b. The feedback shall be configurable for normal or square root functions. If the feedback indicates that the process is moving away from the set-point, the regulator shall adjust the drive output until the feedback equals the reference.
   c. Process control shall be capable of being enabled or disabled with a hardwire input. Transitioning in and out of process control shall be capable of being tuned for faster response by preloading the integrator.
   d. Protection shall be provided for a loss of feedback or reference signal.
11. Skip Frequencies:
   a. Three adjustable set points that lock out continuous operation at frequencies which may produce mechanical resonance shall be provided.
   b. The set points shall have a bandwidth adjustable from Maximum Reverse Speed to Maximum Forward Speed.

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12. Fault Reset / Run:
    a. The drive shall provide up to nine automatic fault reset and restarts following a fault condition before locking out and requiring manual restart.
    b. The automatic mode shall not be applicable to a ground fault, shorted output faults and other internal microprocessor faults.
    c. The time between restarts shall be adjustable from 0.5 seconds to 30 seconds.
13. Run on Power Up: A user programmable restart function shall be provided to allow restart of the equipment after restoration of power after long duration power outages. Restart time dependent on presence of incoming signal.
14. Fault Memory:
    a. The last 32 fault codes shall be stored and time stamped in a fault buffer.
    b. Information about the drive's condition at the time of the last fault such as operating frequency, output current, dc bus voltage and twenty-seven other status conditions shall be stored.
    c. A power-up marker shall be provided at each power-up time to aid in analyzing fault data.
    d. The last 32 alarm codes shall be stored and time stamped for additional troubleshooting reference.
15. Overload Protection:
    a. The drive shall provide internal class 10 adjustable overload protection.
    b. Overload protection shall be speed sensitive and adjustable.
    c. A viewable parameter shall store the overload usage.
16. Auto Economizer:
    a. An auto economizer feature shall be available to automatically reduce the output voltage when the drive is operating in an idle mode (drive output current less than programmed motor FLA). The voltage shall be reduced to minimize flux current in a lightly loaded motor thus reducing kW usage.
    b. When the load increases, the drive shall automatically return to normal operation.
17. Terminal Blocks:
    a. Separate terminal blocks shall be provided for control and power wiring.
    b. I/O terminal blocks shall be removable with wiring in place.
18. Flying Start: The drive shall be capable of determining the speed and direction of a spinning motor and adjust its output to "pick-up" the motor at the rotating speed. This feature is disabled by default.
19. Inputs and Outputs:
    a. The Input / Output option modules shall consist of both analog and digital I/O.

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b. No jumpers or switches shall be required to configure digital inputs and outputs.
c. All digital input and output functions shall be fully programmable.
d. The control terminal blocks shall be rated for 115V ac.
e. Inputs shall be optically isolated from the drive control logic.
f. The control interface card shall provide input terminals for access to fixed drive functions that include start, stop, external fault, speed, and enable.
g. The VFD shall be capable of supporting up to 7 analog inputs, 7 analog outputs, 21 digital inputs, 7 relay outputs, 7 transistor outputs, and 3 positive temperature coefficient (PTC) inputs.
h. The Input / Output option modules shall have the following features:
i. Analog Inputs:
    1) Quantity two (2) differentially isolated, ±10V (bi-polar), 88k ohm input impedance, 11 bit plus sign.
    2) Analog inputs shall be user programmable for a variety of uses including frequency command and process loop input. Analog inputs shall be user programmable for function scaling (including invert), offset, signal loss detect and square root.
j. Analog Outputs: Furnish three 4 to 20 mA dc signals for actual frequency, actual load, motor current.
k. Digital Inputs:
    1) Quantity of six (6) digital inputs rated 24V DC/115V AC.
    2) All inputs shall be individually programmable for multiple functions including: Start, Run, Stop, Auxiliary Fault, Speed Select, Jog and Process PI functions.
l. Digital Outputs:
    1) At least one (1) relay output (N.O. or N.C.).
    2) For 240V ac or 24V dc, N.O. contact output ratings shall be 2 amp max., general purpose (inductive)/resistive. N.C. contact output ratings shall be 2 amp max., resistive only.
    3) Relays shall be programmable to multiple conditions including: Fault, Alarm, At Speed, Drive Ready and PI Excess Error.
    4) Timers shall be available for each output to control the amount of time, after the occurring event, that the output relay actually changes state.
    5) At least 1 transistor output.
    6) For 24V dc, transistor output rating shall be 1 amp max, Resistive.

20. Reference Signals:
a. The drive shall be capable of using the following input reference signals:
    1) Analog inputs.

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2) Preset speeds.
3) Remote potentiometer.
4) Digital MOP.
5) Human Interface Module.
6) Communication modules.

21. Loss of Reference:
    a. The drive shall be capable of sensing reference loss conditions.
    b. In the event of loss of the reference signal, the drive shall be user programmable to the following:
        1) Fault the drive and coast to stop.
        2) Issue a minor fault - allows the drive to continue running while some types of faults are present.
        3) Alarm and maintain last reference.
        4) When using a communications network to control the drive, the communications adapter shall have these configurable responses to network disruptions and controller idle (fault or program) conditions:
            a) Fault.
            b) Stop.
            c) Zero Data.
            d) Hold Last State.
            e) Send Fault Configuration.
22. Metering:
    a. At a minimum, the following parameters shall be accessible through the Human Interface Module, if installed:
        1) Output Current in Amps.
        2) Output Voltage in Volts.
        3) Output Power in kW.
        4) Elapsed MWh.
        5) DC Bus Voltage.
        6) Frequency.
        7) Heatsink Temperature.
        8) Last eight (32) faults.
        9) Elapsed Run Time.
        10) IGBT Temperature.
23. Faults:
    a. At a minimum, the following faults shall be accessible through the Human Interface Module:
        1) Power Loss.
        2) Undervoltage.
        3) Overvoltage.
        4) Motor Overload.
        5) Heat Sink Over-temperature.
        6) Maximum Retries.
        7) Phase to Phase and Phase to Ground Faults.

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24. Predictive Diagnostics:
    a. At a minimum, the following predictive diagnostic features shall be provided:
        1) Relay Output Life Cycles based on load type and amps.
        2) Hours of Fan Life based on load and ambient temperature.
        3) Motor Bearing life based on expected hours of use.
        4) Motor Lubrication schedule based on hours of use.
        5) Machine Bearing life based on expected hours of use.
25. Real-Time Clock:
    a. Shall be capable of providing time stamped events.
    b. Shall have the ability to be set locally or via a remote controller.
    c. Shall provide the ability to be programmable for month, day, year and local time zones in HH:MM: SS.

B. Conformal Coating Requirements: All electronic circuit boards and components shall have a UL recognized conformal coating that meets the Military's MIL-I-46058C specification The coating shall provide for moisture and environmental protection All electronic circuit boards shall be impervious to moisture, fungus, dust, and corrosive atmospheres such as Hydrogen Sulfide, salt, and other environmental contaminants Terminal pins and connectors shall be masked off such that the coating shall not impede operation The coating shall be applied to both sides and all edges of the electronic circuit boards

C. Enclosure:

1. NEMA 250, Type 1, gasketed, freestanding, enclosure for mounting against wall, completely front accessible and hinged doors. Properly sized to dissipate heat generated by controller within limits of specified operating conditions (including ambient temperature and ambient airflow). Enclosure not to exceed dimensions shown on Drawings.
2. Cable termination compartment door interlocked main circuit breaker, defeatable (lockable in the open position), emergency stop pushbutton, alphanumeric keypad and display, and operator's controls.
3. Wire drive from below and above for power and control wiring.
4. Size forced-ventilation for periodic operation to cool each unit with maximum room ambient temperature of 95 degrees F. Furnish redundant fans such that if one fan fails remaining fans furnish adequate ventilation for drive when operating at maximum capacity. Furnish filters on ventilation intakes.
5. Wiring:
    a. Bundle stranded copper wiring neatly with nylon tie wraps or with continuous plastic spiral binding.
    b. Label each terminal for permanent identification of leads.
    c. Identify each wire at each end with imprinted Mylar adhesive-back wire markers.

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d. Incorporate in as-installed wiring diagrams for wire and terminal numbers shown.
e. Wiring across door hinge, use 19-strand, NEMA WC 57 Class C stranding looped for proper twist rather than bending at hinge.
f. Wire connections internal to panels by crimp-on terminal types.
g. For multiple enclosure systems, complete interconnection wiring with gasketed enclosure openings for wiring.
h. Multipoint plug receptacles for control wiring crossing equipment shipping splits.

6. Selector switches, indicating lights, potentiometers, instruments, protective devices, and major system components identified by means of mechanically attached, engraved, laminated nameplates.

2.04 VFD PACKAGED SYSTEM

A. Features:

1. Ratings:
   a. Voltage.
      1) Capable of accepting nominal plant power of 480V ac at 60Hz.
      2) The supply input voltage tolerance shall be plus or minus 10 percent of nominal line voltage.
   b. Displacement Power Factor: Eighteen-pulse VFD shall be capable of maintaining a minimum true power factor (Displacement P.F. X Distortion P.F.) of 0.98 or better at rated load and nominal line voltage, over the entire speed range.
   c. Efficiency:
      1) A minimum of 96.5 percent (+/- 1%) at 100 percent speed and 100 percent motor load at nominal line voltage.
      2) Control power supplies, control circuits, and cooling fans shall be included in all loss calculations.
      3) Operating ambient temperature range without derating: 0 °C to 40 °C (32 °F to 104 °F).
      4) Operating relative humidity range shall be 5 to 95 percent non-condensing.
      5) Operating elevation shall be up to 1000 Meters (3,300 ft) without derating.
2. Sizing
   a. Systems rated at Normal Duty loads shall provide 110 percent overload capability for up to one minute and 150 percent for up to 3 seconds.
   b. Systems rated at Heavy Duty loads shall provide 150 percent overload capability for up to one minute and 180 percent for up to 3 seconds.

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3. Auto Reset/Run: For faults other than those caused by a loss of power or any other non-critical fault, the drive system shall provide a means to automatically clear the fault and resume operation.
4. Ride-Through:
   a. The VFD system shall attempt to ride through power dips up to 20 percent of nominal. The duration of ride-through shall be inversely proportional to load. For outages greater than 20 percent, the drive shall stop the motor and issue a power loss alarm signal to a process controller, which may be forwarded to an external alarm signaling device.
5. Run on Power Up: The VFD system shall provide circuitry to allow for remote restart of equipment after a power outage. Unless indicated in the contact drawings, faults due to power outages shall be remotely resettable. The VFD system shall indicate a loss of power to a process controller, which may be forwarded to an external alarm signaling device. Upon indication of power restoration the process controller will attempt to clear any faults and issue a run command, if desired.
6. Communications:
   a. VFD shall be capable of communicating on multiple networks.
   b. VFD shall be capable of supporting the following network options:
      1) EtherNet/IP.
7. Enclosure Door Mounted Human Interface Module (HIM):
   a. VFD shall provide a HIM with integral LCD display, operating keys and programming keys.
   b. An enclosure door-mounted HIM, rated NEMA/UL Type 1.
   c. An optional VFD-mounted HIM, rated NEMA/UL Type 1, may be provided and shall be capable of connecting via a separate cable for use as a handheld terminal.
   d. The HIM shall have the following features:
      1) A seven (7) line by twenty-one (21) character backlit LCD display with graphics capability.
      2) Shall indicate drive operating conditions, adjustments and fault indications.
      3) Shall be configured to display in the following three distinct zones:
   e. The top zone shall display the status of direction, drive condition, fault / alarm conditions and Auto / Manual mode.
   f. The middle zone shall display drive output frequency.
   g. The bottom zone shall be configurable as a display for either programming menus / information or as a two-line user display for two additional values utilizing scaled units.
      1) Shall provide digital speed control.
      2) The keypad shall include programming keys, drive operating keys (Start, Stop, Direction, Jog and Speed Control), and numeric keys for direct entry.

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B. Control Power Transformer:

1. Provide a control power transformer mounted and wired inside of the drive system enclosure.
2. The transformer shall be rated for the VFD power requirements.
3. Provide VFD with a single 18-pulse converter.
   a. The converter bridge shall be a parallel 18-pulse diode bridge assembly with DC snubber (board or assembly). Diodes shall be rated (devices) with a blocking voltage minimum of 1600V.
   b. The converter shall incorporate 1000V three phase block style MOV protection rated 85 °C. The drive system shall incorporate an 18-pulse phase shifting auto transformer with line reactor as an assembly. The 18-pulse assembly shall be wired into the VFD System enclosure where possible. The auto transformer shall have the following minimum features:
      1) Rated for input rectifier duty and matched to VFD overload capability.
      2) Copper or aluminum wound.
      3) Class 180 or 220 insulation.
      4) Power factor of 0.98 or better at rated load and nominal line voltage.
      5) Open core construction.
      6) One normally closed thermoswitch contact in each coil wired into a VFD control circuit.
   c. The drive system shall be compliant with IEEE519-1992 standards at the input VFD terminals based upon the input power phase imbalance within 0.5 percent of nominal line voltage and under full VFD output current ratings.

C. Output Filtering: 3 percent output line reactor.

2.05 FACTORY FINISHING

A. Enclosure:

1. Primer: One coat of rust-inhibiting coating.
2. Finish:
   a. Interior: One coat white enamel.
   b. Exterior: One coat manufacturer's standard gray enamel or EIA 359-A-1, No. 61.

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2.06 SOURCE QUALITY CONTROL

A. Factory Inspections: Inspect control panels for required construction, electrical connection, and intended function.

B. Factory Tests and Adjustments: Test all control panels furnished.

C. Record test data for report.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install by Contractor in accordance with manufacturer's printed instructions.

3.02 FIELD QUALITY CONTROL

A. Functional Test (by manufacturer):

1. Conduct on each controller.
2. Inspect controller for electrical supply termination connections, interconnections, proper installation, and quiet operation.
3. Vibration Test:
   a. Complete assembly, consisting of motor, load, and flexible shafting, connected and in normal operation shall not develop amplitudes of vibration exceeding limits recommended by HIS.
   b. Where loads and drives are separated by intermediate flexible shafting, measure vibration both at top motor bearing and at two points on top pump bearing, 90 degrees apart.
4. Record test data for report.

B. Performance Test (by manufacturer):

1. Conduct on each controller.
2. Perform under actual or approved simulated operating conditions.
3. Test for continuous 24-hour period without malfunction.
4. Demonstrate performance by operating continuous period while varying application load, as input conditions allow, to verify system performance.
5. With load connected to normal utility source, measure the following to show parameters within specified limits:
   a. Total and individual current harmonic distortion, up to and including 35th harmonic, at the input terminals of pump control panel, under following load conditions:
      1) AFDs running at full load and half load.
      2) Half of specified AFDs running at full load and half load.

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b. Power factor at input side of each drive. Documented verification that power factor is maintained at 95 percent as speed of drive goes down from 100 percent to 33 percent.
c. THD at the input terminals of pump control panel under following conditions:
1) AFDs running at full load and half load.
2) Half of specified AFDs running at full load and half load.

6. With load connected to standby power source, measure the following to show parameters within specified limits:
a. Total and individual current harmonic distortion, up to and including 35th harmonic, at the input terminals of pump control panel CP-1 with drives running at:
1) Full load.
2) Half load.
b. THD at location at the input terminals of pump control panel with drives running at:
1) Full load.
2) Half load.

7. Record test data for report.

C. Test Equipment (provided by manufacturer):

1. Use Dranetz, Model No. 626-PA, harmonic distortion monitor and Series 626 disturbance analyzer or equivalent instrument to document results.
2. Provide diagnostic plug-in test card complete with instructions, multiposition selector switch, and meters or built-in diagnostic control panel or ROM-based processor for monitoring ac, dc, and digital signals to assist in troubleshooting and startup of drive.

3.03 MANUFACTURERS' SERVICES

A. Manufacturer's Representative: Present at Site or classroom designated by Owner, for minimum person-days listed below, travel time excluded:

1. 1 person-day for installation assistance and inspection.
2. 1 person-day for functional and performance testing and completion of Manufacturer's Certificate of Proper Installation.
3. 1 person-day for prestartup classroom or Site training.
4. 1 person-day for facility startup.
5. 1 person-day for post-startup training of Owner's personnel. Training shall not commence until an accepted detailed lesson plan for each training activity has been reviewed by Engineer.

END OF SECTION

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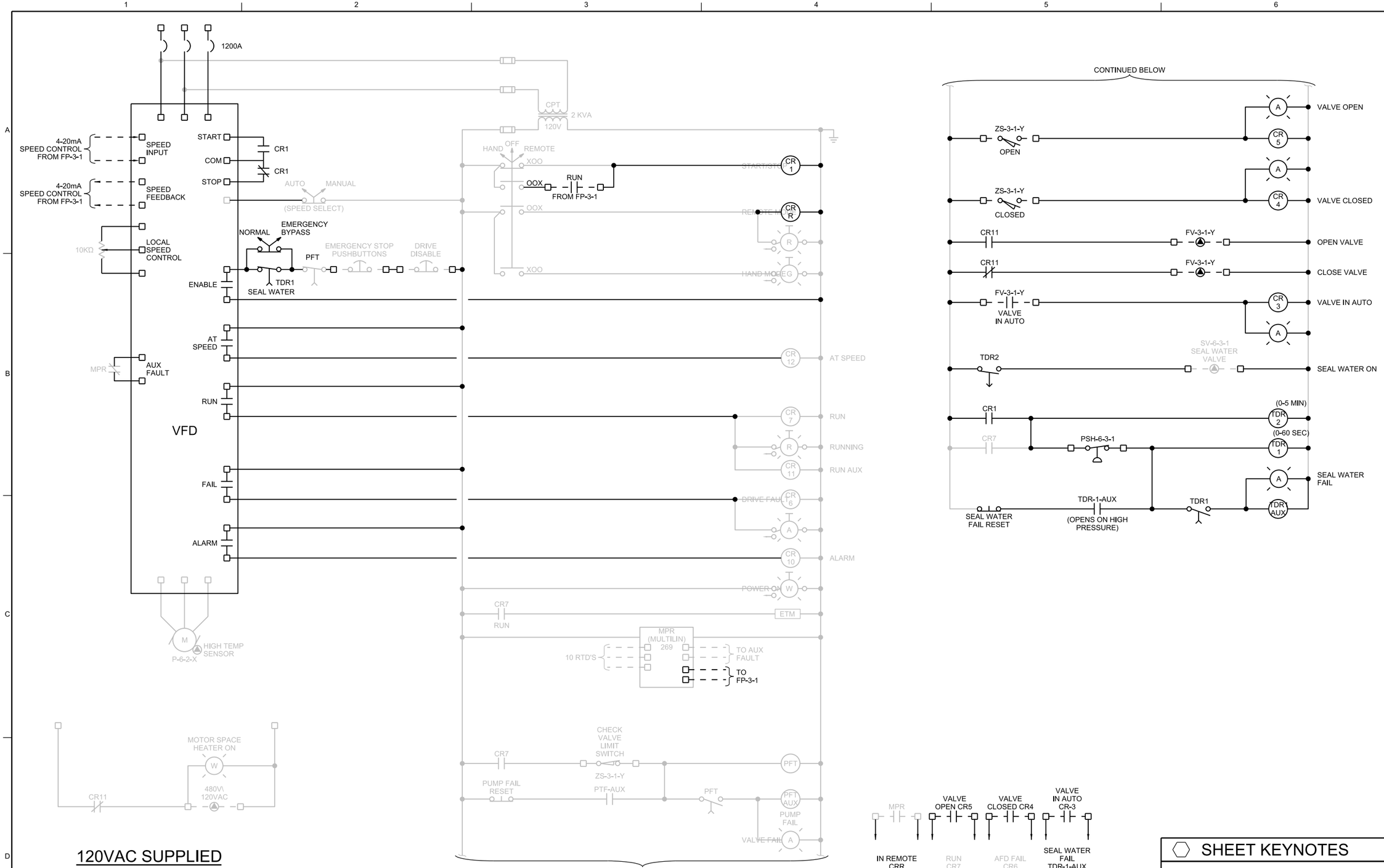
PART 4

DRAWINGS



120VAC SUPPLIED FROM LIGHTING PANEL

NTS

PLANT EFFLUENT PUMP - P-6-2-X

X= 1, 2 , Y= 2, 3

SHEET KEYNOTES

1. CHECK VALVE ONLY IN MANUAL MODE.
2. SEAL WATER SHALL BE INTEGRATED TO THE INTERLOCK FOR PUMP P-6-2-1 AND PUMP P-6-2-2.
3. SEAL WATER SHALL BE INTEGRATED AS FOLLOW:
   - A. SEAL WATER VALVE SHALL OPEN WHEN PUMP IS CALLED TO RUN
   - B. PRESSURE SWITCH ON SEAL WATER WILL SHUT PUMP DOWN IN NORMAL MODE, BUT ONLY ALARM IN MANUAL BYPASS MODE.

NO.	DATE	REVISION	BY	APVD

DSGN E CARRASCO | DR A PASTRANA | CHK D NICHOLSON | APVD D NICHOLSON | BY D NICHOLSON

3011 S.W. WILLISTON ROAD
GAINESVILLE, FLORIDA 32608
EB0000072 · AAC001992
DAVID C. NICHOLSON PE 60201

SWR SDC
FOR THE EFFLUENT
CITY OF KEY WEST
KEY WEST, FLORIDA

ELECTRICAL
CONTROL DIAGRAMS

NTS
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

DATE	FEBRUARY 2018
PROJ	691623
DWG	010-E-501
SHEET	of

BID DOCUMENTS

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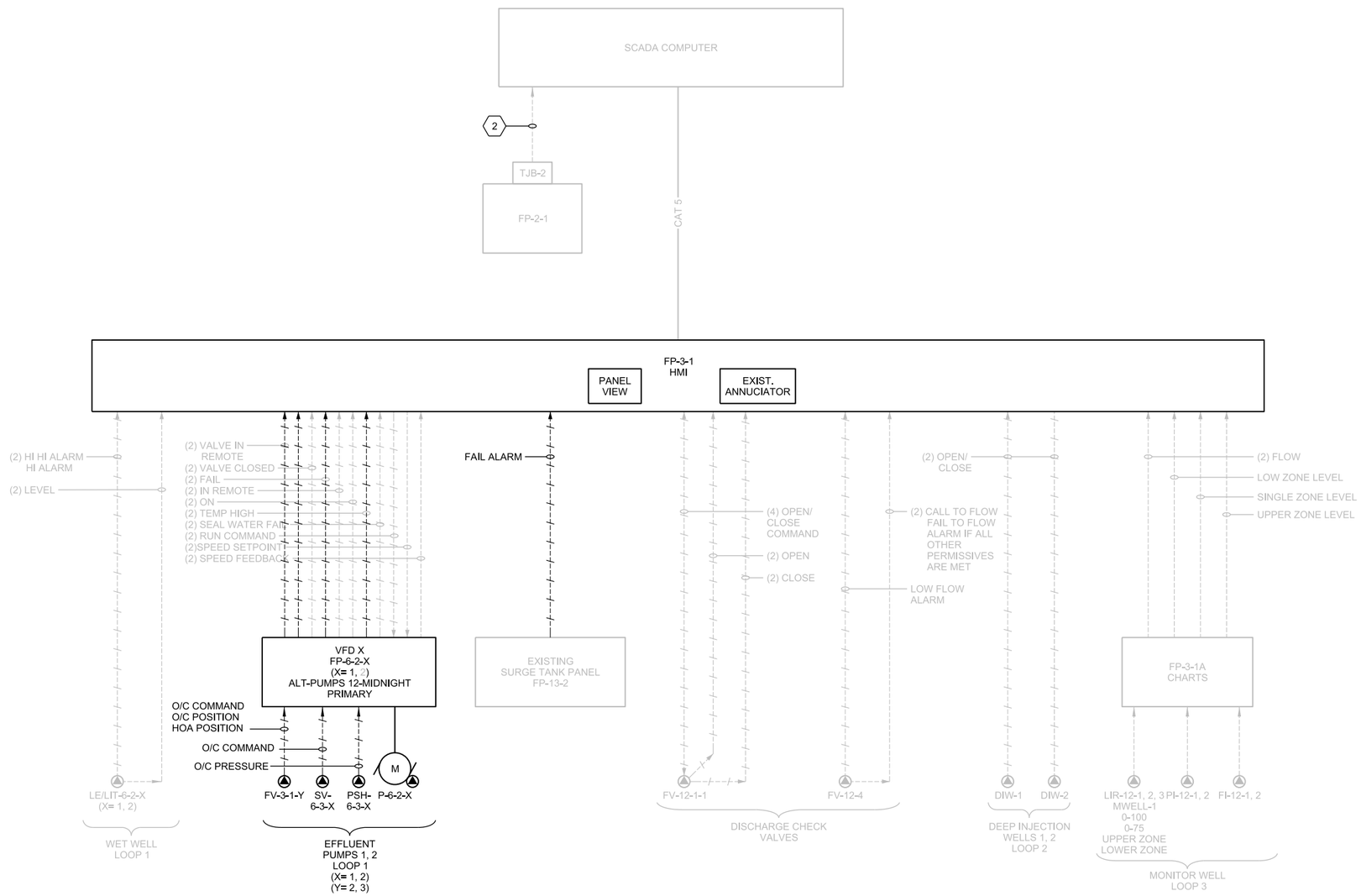
SHEET KEYNOTES

1. PUMPS P-6-2-1 & P-6-2-2 ARE EXISTING. FP-6-3 IS FUTURE. PROVIDE ALL LOGIC IN TRIPLICATE WITH FUTURE FP-6-2-3 OUT OF SEQUENCE BUT READY TO ENABLE.
2. NO INTERLOCK IN MANUAL.



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ELECTRICAL
RISER DIAGRAM

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