TOWN OF TRUMBULL
REQUEST FOR PROPOSAL
INSTALLATION OF EMERGENCY GENERATOR
WPCA PARK AVENUE PUMP STATION

RFP #6034 DUE: FEBRUARY 26, 2014 at 3:00PM

GENERAL INSTRUCTIONS

The Town of Trumbull Water Pollution Control Authority (WPCA) has authorized the complete replacement of the existing 75KW Fermont Diesel Generator located outdoors at the sanitary sewer lift station – 5800 Park Avenue, Trumbull, CT - and installation of a new emergency generator in accordance with the terms, conditions, scope of work, requirements contained herein and General Specifications. In addition to removal of the existing generator is the removal of the existing transfer switch and the above ground independent fuel tank.

a. The installation of the replacement equipment must conform to all specifications described in the TECHNICAL SPECIFICATIONS contained herein.
b. **NOTE**: The installation of an additional "Cummins Electrical Paralleling System Transfer Switch" will be required. This Cummins non automatic manual stand-by transfer switch not included in the enclosed "Technical Specifications" must be designed to correspond with the installation of the Cummins model OTPC225, Auto Transfer Switch specified in the Technical Specifications.
c. The "Cummins Electrical Paralleling System Manual Transfer Switch" will require an ARKTITE Plug and Receptacle – Model M4 30, 60, 100 Amps 3 & 4 Pole assembly mounted outdoors with cover. This manual switch & external receptacle socket assembly should make it possible to accept the installation of a secondary portable emergency generator unit in the event that the "on site" unit stops functioning during a power failure.
d. Work must be completed 20 working days from agreed upon start date. The start date will be based on lead time for all equipment.
e. During the removal process of the existing generator, emergency stand-by power cannot be interrupted.
f. Responses to this request shall be proposed as "Turn Key" and lump sum pricing. NOTE that TIME IS OF THE ESSENCE and liquidated damages shall be enforced.

1. PREPARATION FOR PROPOSALS

An original and one (1) exact copy of the Proposal shall be submitted in a sealed envelope, and addressed to: Purchasing Agent, Town of Trumbull, in a sealed envelope and plainly marked on the outside as "WPCA Park Avenue Pump Station". The envelope shall bear on the outside the name of the proposer and address. No oral, telephone or telegraphic responses will be considered. Proposals received after the advertised time and date due shall not be opened or considered. The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any proposer at any time after proposals are opened

2. PROPOSAL SUBMISSION

a) Proposals are to be completed (unless directed otherwise in the specifications), printed, signed by an authorized agent, and sealed in an envelope (including all official literature, brochures, etc., which support this request) and addressed as follows:

PROPOSAL # 6034 WPCA Park Avenue Pump Station
DUE: February 26, 2014
Trumbull Town Hall – Attn: Robert Chimini, Purchasing Agent
5866 Main Street, Trumbull CT 06611

b) All Proposals must be made on the enclosed Proposal form. All blank spaces for Proposal prices must be filled in, in ink or typewritten, and the proposal form must be fully completed and executed when submitted. Please be advised that the person signing the formal proposal must be authorized by you organization to contractually bind your firm with regard to prices and related contractual obligations for the subject project
c) The party signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the contractual period requested.

d) The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension or decimal point error.

3. PROPOSAL RESPONSE TIME

Responses to this request shall be received at the office of the Purchasing Agent, Town Hall prior to the advertised hour (noted above) of opening, at which time all proposals (total proposal amount only) shall be publicly opened and read aloud. A proposer may withdraw a proposal at any time prior to the above scheduled date and time. Any proposal received after the above scheduled date and time shall not be considered or opened. No proposer may withdraw a proposal within ninety (90) days after the actual proposal opening.

4. TOWN OPTIONS

The Town reserves the right to accept all or any part of a proposal, reject any or all proposals and to waive any requirements, informalities or irregularities, technical defects or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers. The award shall be made after careful consideration of all factors including but not limited to price.

5. TAX EXEMPT

The Town of Trumbull is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the proposal price. The Town of Trumbull Tax Exempt number is 05-010 31-000.

6. SPECIFICATIONS

If quoted materials and/or equipment do not meet or better the attached specifications on ALL points, the proposer must note ALL exceptions as separate attachments to their formal response; otherwise, it will be presumed that the proposal is in accordance with all specifications requested herein.

7. INQUIRIES & ADDENDUMS

a) All technical inquiries regarding this request may be directed to Mr. Frank Smeriglio, Town Engineer (203)452.5053 fsmeriglio@trumbull-ct.gov or Mr. Joseph Solemene (203)452.5048 jsolemene@trumbull-ct.gov. No inquiries shall be responded to that are received after close of business on February 21, 2014.

b) Answers to questions the Town deems to be in the interest of all proposers will be made available in writing, email or by Fax as appropriate to all proposers.

c) The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of this request; the Town further reserves the right to request additional information from any proposer at any time after proposals are opened.

d) **It is the sole responsibility of a proposer to verify any addendums that may have been issued relating to this request prior to submission of a proposal. Any notice of addendum shall be published on the Town website (www.trumbull-ct.gov) in the Purchasing Department Section (Bid Notices). Failure to submit a response that does not address any changes or addendums may result in a disqualification of a proposal submission**.

8. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS

Any assignment or subcontracting by a proposer, bidder, supplier, or contractor for work to be performed, or goods and/or services to be provided, in whole or in part, and any other interest in conjunction with a Town procurement shall not be permitted without the express written consent of the Town of Trumbull.

9. HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this request, whether or not due in whole or in part of any act, omission or negligence of the Owner or any of his representatives or employees.

10. INSURANCE

The successful proposer shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with an Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

Commercial General Liability	**Each Occurrence**	**Aggregate**
Bodily Injury Liability	$5,000,000	$5,000,000

Property Damage Liability	$5,000,000	$5,000,000
Personal Injury Liability	$2,000,000	$2,000,000
Comprehensive Auto Liability	**Each Occurrence**	**Aggregate**
Including coverage of owned, non owned & rented vehicles	$2,000,000	$2,000,000

The insurance policy must contain the additional provision wherein the company agrees that fifteen (15) days prior to termination, expiration, cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice will be served by registered mail to the Purchasing Agent, Town of Trumbull.
Additionally the successful proposer (Contractor) shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on this project, and comprehensive General Public Liability Insurance (Coverage "B")
The successful proposer (Contractor) and each Subcontractor agree that their insurance carriers waive subrogation against the Town, its agents or employees with respect to any loss covered by the Contractor's and each Subcontractor's insurance.

12. CONFLICT OF INTEREST

No purchase shall be made from nor shall services (other than services as an officer, agent, or employee of the Town) be secured from any officer or employee of the Town, or from any partnership or corporation in which such officer or employee is a partner or officer, or holds a substantial interest, unless such relationship and the fact that such purchase is contemplated shall be made known in writing to the agency making such purchase, and notice thereof posted, for at least five (5) days before such purchase be made , in the office of the agency making such purchase and in a public place in the Trumbull Town Hall.

13. PROPOSAL, PERFORMANCE AND PAYMENT BONDS

a) A Bid Bond payable to the Owner must accompany each Proposal for ten (10%) percent of the total amount of the Proposal. As soon as the Proposal prices have been compared, the Owner will return the bonds of all except the three lowest responsible Proposals. When the Agreement is executed, the bonds of the two remaining unsuccessful Proposers will be returned. The Bid Bond of the successful Proposer will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.
b) A Performance Bond and a Payment Bond, each in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. Attorneys-in-fact who sign the Bid Bonds or Payment Bonds and Performance Bonds must file with each bond, a certified and effective dated copy of their power of attorney.
c) The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when Notice of Award is delivered to the Proposer. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Proposer to execute the Agreement, the Owner may, at his option, consider the Proposer in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.
d) The Owner, upon receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the Contractor, shall sign the Agreement and return to the Contractor an executed duplicate of the Agreement within a reasonable period of time. The returned executed Agreement by the Owner to the Contractor shall be accompanied with a Notice to Proceed.

14. TIME IS OF THE ESSENCE AND LIQUIDATED DAMAGES:

a) ALL work MUST be completed twenty (20) working days from the agreed to start date. The start date will be based on lead time for all equipment.
b) Non-compliance with the scheduled completion date of the Contract shall result in engineering charges as follows:
c) The Contractor shall pay liquidated damages of $250.00 per working day for each day after the agreed Contract completion date up to, and including, the actual date of completion.

15. LOWEST RESPONSIBLE PROPOSAL

a) The Town shall determine the "lowest responsible qualified proposer" on the basis of the Proposer submitting the lowest "Total Proposal", responsiveness of his Technical Proposal; and demonstrating a history of the ability and integrity necessary to perform the required work; and certifying that it shall perform the work in accordance with the specifications .
b) Proposals will be compared on the basis of the "Total Proposal" of the items listed in the Proposal and on basis of the Proposer's experience and competence.
c) If the Lowest Total Proposal exceeds the amount of funds available for the project, the Town reserves the right to increase or decrease any class, item or part of the work. After determining the "lowest responsible qualified proposer", the Town will issue a Notice of Award to the successful Proposer.

d) The Proposer designated by the Town as the "lowest responsible qualified proposer" to whom the contract is awarded shall execute the Contact and submit the following documents:
    i. Performance Bond
    ii. Labor, Payment and Materials Bond
    iii. Copy of valid license issued by the State of Connecticut, Department of Consumer Protection.
e) In the event that the lowest responsible qualified proposer fails to execute the Contact and/or fails to provide the required documents within the time period prescribed, the Town, at its option, may consider the lowest responsible qualified proposer to be in default, in which case the Bid Guarantee shall become the property of the Town.

16. MISCELLANEOUS

a) All Contractors must develop a complete and thorough schedule which demonstrates that the Contractor will be able to complete the project in a timely fashion.
b) Selected proposer agrees to warranty all work completed for this requirement.
c) The Town may make such investigations as necessary and it deems appropriate to determine the qualifications of the proposer to perform the work required. If the Town is not satisfied that the proposer is properly qualified, the Town reserves the right to reject the proposal of said proposer.

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TECHNICAL SPECIFICATIONS

EMERGENCY/STANDBY POWER SYSTEMS
GENERATOR SET & AUTOMATIC TRANSFER SWITCH

1.01 Scope

A. Provide complete factory assembled generator set equipment with digital (microprocessor-based) electronic generator set controls, digital governor, and digital voltage regulator.

B. Provide factory test, startup by a supplier authorized by the equipment manufacturer(s), and on-site testing of the system.

C. The generator set manufacturer shall warrant all equipment provided under this section, whether or not is manufactured by the generator set manufacturer, so that there is one source for warranty and product service. Technicians specifically trained and certified by the manufacturer to support the product and employed by the generator set supplier shall service the generator sets.

1.02 Codes and Standards

A. The generator set installation and on-site testing shall conform to the requirements of the following codes and standards, as applicable. The generator set shall include necessary features to meet the requirements of these standards.

1. CSA 282, 1989 Emergency Electrical Power Supply for Buildings
2. IEEE446 – Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
3. NFPA37 –
4. NFPA70 – National Electrical Code. Equipment shall be suitable for use in systems in compliance to Article 700, 701, and 702.
5. NFPA99 – Essential Electrical Systems for Health Care Facilities
6. NFPA110 – Emergency and Standby Power Systems. The generator set shall meet all requirements for Level 1 systems. Level 1prototype tests required by this standard shall have been performed on a complete and functional unit, component level type tests will not substitute for this requirement.

B. The generator set and supplied accessories shall meet the requirements of the following standards:

1. NEMA MG1. Alternator shall comply with the requirements of the current version this standard as they apply to AC alternators.
2. UL142 – Sub-base Tanks
3. UL1236 – Battery Chargers
4. UL2200. The generator set shall be listed to UL2200 or submit to an independent third party certification process to verify compliance as installed...

C. The control system for the generator set shall comply with the following requirements.

1. CSA C22.2, No. 14 – M91 Industrial Control Equipment.
2. EN50082-2, Electromagnetic Compatibility – Generic Immunity Requirements, Part 2: Industrial.

3. EN55011, Limits and Methods of Measurement of Radio Interference Characteristics of Industrial, Scientific and Medical Equipment.
4. FCC Part 15, Subpart B.
5. IEC8528 part 4. Control Systems for Generator Sets
6. IEC STD 801.2, 801.3, and 801.5 for susceptibility, conducted, and radiated electromagnetic emissions.
7. UL508. The entire control system of the generator set shall be UL508 listed and labeled.
8. UL1236 –Battery Chargers.

D. The generator set manufacturer shall be certified to ISO 9001 International Quality Standard and shall have third party certification verifying quality assurance in design/development, production, installation, and service, in accordance with ISO 9001.

1.03 Acceptable Manufacturers

Only approved bidders shall supply equipment provided under this contract. Equipment specifications for this project are based on generator sets manufactured by Cummins Power Generation with microprocessor-based controls.

Part 2. PRODUCTS

2.01 Generator set

Cummins Power Generation model 100 DSGAA

A. Ratings

1. The generator set shall operate at 1800 rpm and at a voltage of: 277/480 Volts AC, Three phase, 4-wire, 60 hertz. The generator set shall be rated at 100 kW, 125 kVA at 0.8 PF, standby rating, based on site conditions of : Altitude 500 ft.), ambient temperatures up to 122 degrees F.
2. The generator set rating shall be based on emergency/standby service.

B. Performance

1. Voltage regulation shall be plus or minus 0.5 percent for any constant load between no load and rated load. Random voltage variation with any steady load from no load to full load shall not exceed plus or minus 0.5 percent.
2. Frequency regulation shall be isochronous from steady state no load to steady state rated load. Random frequency variation with any steady load from no load to full load shall not exceed plus or minus 0.5%.
3. The diesel engine-generator set shall accept a single step load of 100% nameplate kW and power factor, less applicable derating factors, with the engine-generator set at operating temperature.

Motor starting capability shall be a minimum of 497 kVA. The generator set shall be capable of recovering to a minimum of 90% of rated no load voltage following the application of the specified kVA load at near zero power factor applied to the generator set. Maximum voltage dip on application of this load, considering both alternator performance and engine speed changes shall not exceed 25%.

4. The alternator shall produce a clean AC voltage waveform, with not more than 5% total harmonic distortion at full linear load, when measured from line to neutral, and with not more than 3% in any single harmonic, and no 3rd order harmonics or their multiples. Telephone influence factor shall be less than 40.
5. The generator set shall be certified by the engine manufacturer to be suitable for use at the installed location and rating, and shall meet all applicable exhaust emission requirements at the time of commissioning.

C. Construction

1. The engine-generator set shall be mounted on a heavy-duty steel base to maintain alignment between components. The base shall incorporate a battery tray with hold-down clamps within the rails.
2. All switches, lamps, and meters in the control system shall be oil-tight and dust-tight. All active control components shall be installed within a UL/NEMA 3R enclosure. There shall be no exposed points in the control (with the door open) that operate in excess of 50 volts.

D. Connections

1. The generator set load connections shall be composed of silver or tin plated copper bus bars, drilled to accept mechanical or compression terminations of the number and type as shown on the drawings. Sufficient lug space shall be provided for use with cables of the number and size as shown on the drawings.
2. Power connections to auxiliary devices shall be made at the devices, with required protection located at a wall-mounted common distribution panel.
3. Generator set control interfaces to other system components shall be made on a permanently labeled terminal block assembly. Labels describing connection point functions shall be provided.

2.02 Engine and Engine Equipment

The engine shall be diesel, 4 cycle, radiator and fan cooled. Minimum displacement shall be 408 cubic inches, with 6 cylinders. The horsepower rating of the engine at its minimum tolerance level shall be sufficient to drive the alternator and all connected accessories. **Engine shall be EPA Tier 3 Certified.** Two cycle engines are not acceptable. Engine accessories and features shall include:

A. An electronic governor system shall provide automatic isochronous frequency regulation. The governing system dynamic capabilities shall be controlled as a function of engine coolant temperature to provide fast, stable operation at varying engine operating temperature conditions. The control system shall actively control the fuel rate and excitation as appropriate to the state of the generator set. Fuel rate shall be regulated as a function of starting, accelerating to start disconnect speed, accelerating to rated speed. The governing system shall include a programmable warm up at idle and cool down at idle function. While operating in idle state, the control system shall disable the alternator excitation system.

B. Unit mounted vertical core radiator and cooling system rated for full load operation in 55 degrees C ambient as measured at the radiator air inlet. Radiator shall be sized based on a core temperature that is 20F higher than the rated operation temperature. The equipment supplier shall fill the cooling system with a 50/50-proplene glycol/water mixture prior to shipping. Rotating parts shall be guarded against accidental contact. Electric starter(s) capable of three complete cranking cycles without overheating.

C. Positive displacement, mechanical, full pressure, lubrication oil pump.

D. Full flow lubrication oil filters with replaceable spin-on canister elements and dipstick oil level indicator.

E. An engine driven, mechanical, positive displacement fuel pump. Fuel filter with replaceable spin-on canister element. Fuel cooler, suitable for operation of the generator set at full rated load in the ambient temperature specified shall be provided if required for operation due to the design of the engine and the installation.

F. Replaceable dry element air cleaner with restriction indicator.

G. Flexible supply and return fuel lines.

H. Engine mounted battery charging alternator, 65-ampere minimum, and solid-state voltage regulator.

I. Coolant heater

1. Engine mounted, thermostatically controlled, coolant heater(s) for each engine. Heater voltage shall be 120 volts.

J. Starting and Control Batteries shall be lead acid type, 12 volt DC, sized as recommended by the engine manufacturer, complete with battery cables and connectors. The batteries shall be capable of a minimum of three complete 15-second cranking cycles at 40F ambient temperature when fully charged.

K. Provide a single exhaust silencer for each engine of size and type as recommended by the generator set manufacturer and approved by the engine manufacturer. The muffler shall be super critical grade. Exhaust system shall be installed according to the engine manufacturer's recommendations and applicable codes and standards.

L. Provide a minimum 10 amp battery charger for each generator set battery bank. The charger shall include the following capabilities.

1. Chargers shall be UL 1236-BBHH listed and CSA or CUL certified for use in emergency applications.
2. The charger shall be compliant with UL991 requirements for vibration resistance.
3. The charger shall comply with the requirements of EN61000-4-5 for voltage surge resistance; EN50082-2 for immunity; EN61000-4-2 for ESD; EN61000-4-3 for radiated immunity; ANSI/IEEE C62.41 category B and IN61000-4-4 for electrically fast transient; EN61000-4-6 for conducted emissions; and FCC Part 15 Class A for radiated emissions.
4. The charger shall be capable of charging a fully discharged battery without damage to the charger. It shall be capable of returning a fully discharged battery to fully charged condition within 24 hours. The charger shall be UL-labeled with the maximum battery amp-hour rating that can be recharged within 24 hours. The label shall indicate that the charger is suitable for charging of 200AH batteries per NFPA requirements.
5. The DC output voltage regulation shall be within plus or minus 1%. The DC output ripple current shall not exceed 1 amp at rated output current level.
6. The charger shall include the following features:
   a) AC input overcurrent, over voltage, and under voltage protection;
   b) DC output overcurrent protection;
   c) Alarm output relay
   d) Corrosion resistant aluminum enclosure

Outdoor Sound Attenuated Weather-Protective Enclosure

The generator set shall be provided with a aluminum factory sound attenuated outdoor enclosure, with the entire package listed under UL2200. The package shall comply with the requirements of the National Electrical Code for all wiring materials and component spacing. Housing shall provide ample airflow for generator set operation at rated load. The housing shall have hinged side-access doors to maintain easy access for all service functions. All doors shall be lockable, and include retainers to hold the door open during service. Enclosure roof shall be cambered to prevent rain water accumulation. All electrical power and control interconnections shall be made within the perimeter of the enclosure. The enclosure shall include provisions to allow for lifting with spreader bars.

Enclosure shall be constructed of aluminum. All hardware and hinges shall be stainless steel.

A factory-mounted critical exhaust silencer shall be installed inside the enclosure. The exhaust shall exit the enclosure through a rain collar and terminate with a rain cap. Exhaust connections to the generator set shall be through seamless flexible connections. Silencer Mounted on the enclosure roof will not be accepted.

The enclosure shall include the following maintenance provisions:

- Flexible coolant and lubricating oil drain lines, that extend to the exterior of the enclosure, with internal drain valves

The generator set shall be provided with a sound-attenuated housing which allows the generator set to operate at full rated load. The enclosure shall reduce the sound level of the generator set while operating at full rated load to a maximum of 70.2 dB(A) at 7 meters from the generator set in a free field environment.

Sub-base Fuel Tank- Provide a dual wall sub-base fuel storage tank with 344 gallons capacity. The tank shall be constructed of corrosion resistant steel and shall be UL listed. The equipment, as installed, shall meet all local and regional requirements for above ground tanks. The fuel tank control shall be provided with Test/Reset Switch:

Low Fuel - Closes N/O dry contacts.
Overflow to basin (red) - closes N/O dry contacts.

2.03 AC Generator

A. The AC generator shall be; synchronous, four pole, 2/3 pitch, revolving field, drip-proof construction, single pre-lubricated sealed bearing, air cooled by a direct drive centrifugal blower fan, and directly connected to the engine with flexible drive disc. All insulation system components shall meet NEMA MG1 temperature limits for Class H

insulation system and shall be UL1446 listed. Actual temperature rise measured by resistance method at full load shall not exceed 80 degrees Centigrade.

B. The generator shall be capable of delivering rated output (kVA) at rated frequency and power factor, at any voltage not more than 5 percent above or below rated voltage.

C. A permanent magnet generator (PMG) shall be included to provide a reliable source of excitation power for optimum motor starting and short circuit performance. The PMG and controls shall be capable of sustaining and regulating current supplied to a single phase or three phase fault at approximately 300% of rated current for not more than 10 seconds.

D. The sub transient reactance of the alternator shall not exceed 12 percent, based on the standby rating of the generator set.

2.04 Generator set Control. The generator set shall be provided with a microprocessor-based control system that is designed to provide automatic starting, monitoring, and control functions for the generator set. The control system shall also be designed to allow local monitoring and control of the generator set, and remote monitoring and control as described in this specification.

The control shall be mounted on the generator set, or may be mounted in a free-standing panel next to the generator set if adequate space and accessibility is available. The control shall be vibration isolated and prototype tested to verify the durability of all components in the system under the vibration conditions encountered.

The generator set mounted control shall include the following features and functions:

A. Control Switches

1. Mode Select Switch - The mode select switch shall initiate the following control modes. When in the RUN or MANUAL position the generator set shall start, and accelerate to rated speed and voltage as directed by the operator. A separate push-button to initiate starting is acceptable. In the OFF position the generator set shall immediately stop, bypassing all time delays. In the AUTO position the generator set shall be ready to accept a signal from a remote device to start and accelerate to rated speed and voltage.
2. EMERGENCY STOP switch - Switch shall be Red "mushroom-head" push-button. Depressing the emergency stop switch shall cause the generator set to immediately shut down, and be locked out from automatic restarting.
3. RESET switch - The RESET switch shall be used to clear a fault and allow restarting the generator set after it has shut down for any fault condition.
4. PANEL LAMP switch - Depressing the panel lamp switch shall cause the entire panel to be lighted with DC control power. The panel lamps shall automatically be switched off 10 minutes after the switch is depressed, or after the switch is depressed a second time.

B. Generator Set AC Output Metering. The generator set shall be provided with a metering set including the following features and functions:

1. Digital metering set, 1% accuracy, to indicate generator RMS voltage and current, frequency, output current, output KW, KW-hours, and power factor. Generator output voltage shall be available in line-to-line and line-to-neutral voltages, and shall display all three-phase voltages (line to neutral or line to line) simultaneously.
2. Analog voltmeter, ammeter, frequency meter, power factor meter, and kilowatt (KW) meter. Voltmeter and ammeter shall display all three phases. Meter scales shall be color coded in the following fashion: green shall indicate normal operating condition, amber shall indicate operation in ranges that indicate potential failure, and red shall indicate failure impending. Metering accuracy shall be within 1% at rated output. Both analog and digital metering are required.
3. The control system shall monitor the total load on the generator set, and maintain data logs of total operating hours at specific load levels ranging from 0 to 110% of rated load, in 10% increments. The control shall display hours of operation at less than 30% load and total hours of operation at more than 90% of rated load.
4. The control system shall log total number of operating hours, total kWH, and total control on hours, as well as total values since reset.

C. Generator Set Alarm and Status Display.

1. The generator set control shall include LED alarm and status indication lamps. The lamps shall be high-intensity LED type. The lamp condition shall be clearly apparent under bright room lighting conditions. Functions indicated by the lamps shall include:

   - The control shall include five configurable alarm-indicating lamps. The lamps shall be field adjustable for any status, warning, or shutdown function monitored by the genset. They shall also be configurable for color, and control action (status, warning, or shutdown).
   - The control shall include green lamps to indicate that the generator set is running at rated frequency and voltage, and that a remote start signal has been received at the generator set. The running signal shall be based on actual sensed voltage and frequency on the output terminals of the generator set.
   - The control shall include a flashing red lamp to indicate that the control is not in automatic state, and red common shutdown lamp.
   - The control shall include an amber common warning indication lamp.

2. The generator set control shall indicate the existence of the warning and shutdown conditions on the control panel. All conditions indicated below for warning shall be field-configurable for shutdown. Conditions required to be annunciated shall include:

   low oil pressure (warning)
   low oil pressure (shutdown)
   oil pressure sender failure (warning)
   low coolant temperature (warning)
   high coolant temperature (warning)
   high coolant temperature (shutdown)
   high oil temperature (warning)
   engine temperature sender failure (warning)
   low coolant level (warning)
   fail to crank (shutdown)
   fail to start/over crank (shutdown)
   over speed (shutdown)
   low DC voltage (warning)
   high DC voltage (warning)
   weak battery (warning)
   low fuel-day tank (warning)
   high AC voltage (shutdown)
   low AC voltage (shutdown)
   under frequency (shutdown)
   over current (warning)
   over current (shutdown)
   short circuit (shutdown)
   over load (warning)
   emergency stop (shutdown)
   (4) configurable conditions

3. Provisions shall be made for indication of four customer-specified alarm or shutdown conditions. Labeling of the customer-specified alarm or shutdown conditions shall be of the same type and quality as the above-specified conditions. The non-automatic indicating lamp shall be red, and shall flash to indicate that the generator set is not able to automatically respond to a command to start from a remote location.

D. Engine Status Monitoring.

1. The following information shall be available from a digital status panel on the generator set control :

   engine oil pressure (psi or kPA)
   engine coolant temperature (degrees F or C)
   engine oil temperature (degrees F or C)

engine speed (rpm)
number of hours of operation (hours)
number of start attempts
battery voltage (DC volts)

2. The control system shall also incorporate a data logging and display provision to allow logging of the last 10 warning or shutdown indications on the generator set, as well as total time of operation at various loads, as a percent of the standby rating of the generator set.

E. Engine Control Functions.

1. The control system provided shall include a cycle cranking system, which allows for user selected crank time, rest time, and # of cycles. Initial settings shall be for 3 cranking periods of 15 seconds each, with 15-second rest period between cranking periods.
2. The control system shall include an idle mode control, which allows the engine to run in idle mode in the RUN position only. In this mode, the alternator excitation system shall be disabled.
3. The control system shall include an engine governor control, which functions to provide steady state frequency regulation as noted elsewhere in this specification. The governor control shall include adjustments for gain, damping, and a ramping function to control engine speed and limit exhaust smoke while the unit is starting.
4. The control system shall include time delay start (adjustable 0-300 seconds) and time delay stop (adjustable 0-600 seconds) functions.
5. The control system shall include sender failure monitoring logic for speed sensing, oil pressure, and engine temperature which is capable of discriminating between failed sender or wiring components, and an actual failure conditions.
6. Provide an audible alarm module that will sound upon any generator shutdown or warning condition.

F. Alternator Control Functions:

1. The generator set shall include a full wave rectified automatic digital voltage regulation system that is matched and prototype tested by the engine manufacturer with the governing system provided. It shall be immune from misoperation due to load-induced voltage waveform distortion and provide a pulse width modulated output to the alternator exciter. The voltage regulation system shall be equipped with three-phase line to neutral RMS sensing and shall control buildup of AC generator voltage to provide a linear rise and limit overshoot. The system shall include a torque-matching characteristic, which shall reduce output voltage in proportion to frequency below an adjustable frequency threshold. Torque matching characteristic shall be adjustable for roll-off frequency and rate, and be capable of being curve-matched to the engine torque curve with adjustments in the field. The voltage regulator shall include adjustments for gain, damping, and frequency roll-off. Adjustments shall be broad range, and made via digital raise-lower switches, with an alphanumeric LED readout to indicate setting level. Rotary potentiometers for system adjustments are not acceptable.
2. A microprocessor-based protection device shall be provided to individually monitor all phases of the output current of the generator set and initiate an alarm (over current warning) when load current exceeds 110% of the rated current of the generator set on any phase for more than 60 seconds. The device shall shut down and lock out the generator set when output current level approaches the thermal damage point of the alternator (over current shutdown). The protective functions provided shall be in compliance to the requirements of NFPA70 article 445.
3. A microprocessor-based protection device shall be provided to monitor all phases of the output current for short circuit conditions. The control/protection system shall monitor the current level and voltage. The controls shall shut down and lock out the generator set when output current level approaches the thermal damage point of the alternator (short circuit shutdown). The protective functions provided shall be in compliance to the requirements of NFPA70 article 445.
4. Controls shall be provided to monitor the KW load on the generator set, and initiate an alarm condition (over load) when total load on the generator set exceeds the generator set rating for in excess of 5 seconds. Controls shall include a load shed control, to operate a set of dry contacts (for use in shedding customer load devices) when the generator set is overloaded.

5. A microprocessor-based AC over/under voltage monitoring system that responds only to true RMS voltage conditions shall be provided. The system shall initiate shutdown of the generator set when alternator output voltage exceeds 110% of the operator-set voltage level for more than 10 seconds, or with no intentional delay when voltage exceeds 130%. Under voltage shutdown shall occur when the output voltage of the alternator is less than 85% for more than 10 seconds. The system shall monitor individual phases and be connected line to neutral on 3-phase 4-wire generator sets, and for systems that are solidly grounded.

G. Other Control Functions

1. The generator set shall be provided with a network communication module to allow LonMark compliant communication with the generator set control by remote devices. The control shall communicate all engine and alternator data, and allow starting and stopping of the generator set via the network in both test and emergency modes.
2. A battery monitoring system shall be provided which initiates alarms when the DC control and starting voltage is less than 25VDC or more than 32 VDC. During engine cranking (starter engaged), the low voltage limit shall be disabled, and DC voltage shall be monitored as load is applied to the battery, to detect impending battery failure or deteriorated battery condition.

H. Control Interfaces for Remote Monitoring:

1. The control system shall provide four programmable output relays. These relay outputs shall be configurable for any alarm, shutdown, or status condition monitored by the control. The relays shall be configured to indicate: (1) generator set operating at rated voltage and frequency, (2) common warning, (3) common shutdown, (4) load shed command.
2. A fused 10 amp switched 24VDC power supply circuit shall be provided for customer use. DC power shall be available from this circuit whenever the generator set is running.
3. A fused 10 amp 24VDC power supply circuit shall be provided for customer use. DC power shall be available from this circuit at all times from the engine starting/control batteries.
4. The control shall be provided with a direct serial communication link for the LonWorks communication network interface as described elsewhere in this specification and shown on the drawings.

2.05 Other equipment to be provided with the generator set

A. The generator set shall be provided with a set mounted 225 main line circuit breaker. The circuit breaker shall incorporate an electronic trip unit that operates to protect the alternator under all overcurrent conditions, or a thermal-magnetic trip with other overcurrent protection devices that positively protect the alternator under overcurrent conditions. The supplier shall submit time overcurrent characteristic curves and thermal damage curve for the alternator, demonstrating the effectiveness of the protection provided.

Part 3. OPERATION

3.01 Sequence of Operation

A. Generator set shall start on receipt of a start signal from remote equipment. The start signal shall be via hardwired connection to the generator set control and a redundant signal over the required network connection.

B. The generator set shall complete a time delay start period as programmed into the control.

C. The generator set control shall initiate the starting sequence for the generator set. The starting sequence shall include the following functions:

D. The control system shall verify that the engine is rotating when the starter is signaled to operate. If the engine does not rotate after two attempts, the control system shall shut down and lock out the generator set, and indicate “fail to crank” shutdown.

E. The engine shall fire and accelerate as quickly as practical to start disconnect speed. If the engine does not start, it shall complete a cycle cranking process as described elsewhere in this specification. If the engine has not started by the completion of the cycle cranking sequence, it shall be shut down and locked out, and the control system shall indicate “fail to start”.

F. The engine shall accelerate to rated speed and the alternator to rated voltage. Excitation shall be disabled until the engine has exceeded programmed idle speed, and regulated to prevent over voltage conditions and oscillation as the engine accelerates and the alternator builds to rated voltage.

G. On reaching rated speed and voltage, the generator set shall operate as dictated by the control system in isochronous state.

H. When all start signals have been removed from the generator set, it shall complete a time delay stop sequence. The duration of the time delay stop period shall be adjustable by the operator.

I. On completion of the time delay stop period, the generator set control shall switch off the excitation system and shall shut down.

J. Any start signal received after the time stop sequence has begun shall immediately terminate the stopping sequence and return the generator set to isochronous operation.

2.2 Transfer Switch Equipment:

Part 4. PRODUCTS

Part 1. GENERAL

1.01 Scope

A. Provide complete factory assembled power transfer equipment with field programmable digital electronic controls designed for fully automatic operation and including: surge voltage isolation, voltage sensors on all phases of both sources, linear operator, permanently attached manual handles, positive mechanical and electrical interlocking, and mechanically held contacts for both sources.

B. The generator set manufacturer shall warrant transfer switches to provide a single source of responsibility for all the products provided. Technicians specifically trained to support the product and employed by the generator set supplier shall service the transfer switches.

1.02 Codes and Standards

A. The automatic transfer switch installation and application shall conform to the requirements of the following codes and standards:

1. CSA 282, Emergency Electrical Power Supply for Buildings

2. NFPA70 – National Electrical Code. Equipment shall be suitable for use in systems in compliance to Article 700, 701, and 702.
3. NFPA99 – Essential Electrical Systems for Health Care Facilities
4. NFPA110 – Emergency and Standby Power Systems. The transfer switch shall meet all requirements for Level 1 systems.
5. IEEE446 – Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications.
6. NEMA ICS10-1993 – AC Automatic Transfer Switches.

B. The transfer switch assembly shall comply with the following standards:

1. CSA C22.2, No. 14 – M91 Industrial Control Equipment.
2. EN55011, Class B Radiated Emissions
3. EN55011, Class B Conducted Emissions
4. IEC 1000-4-5 (EN 61000-4-5); AC Surge Immunity.
5. IEC 1000-4-4 (EN 61000-4-4) Fast Transients Immunity
6. IEC 1000-4-2 (EN 61000-4-2) Electrostatic Discharge Immunity
7. IEC 1000-4-3 (EN 61000-4-3) Radiated Field Immunity
8. IEC 1000-4-6 Conducted Field Immunity
9. IEC 1000-4-11 Voltage Dip Immunity.
10. IEEE 62.41, AC Voltage Surge Immunity.
11. IEEE 62.45, AC Voltage Surge.
12. UL1008 – Transfer Switches. Transfer switches shall be UL1008 listed. UL1008 transfer switches may be supplied in UL891 enclosures if necessary to meet the physical requirements of the project.

C. The transfer switch manufacturer shall be certified to ISO 9001 International Quality Standard and shall have third party certification verifying quality assurance in design/development, production, installation, and service, in accordance with ISO 9001.

1.03 Acceptable Manufacturers

Only approved bidders shall supply equipment provided under this contract. Equipment specifications for this project are based on microprocessor-based transfer switches manufactured by Cummins Onan.

Part 2. PRODUCTS

2.01 Power Transfer Switch

A. Ratings

1. Transfer Switch shall be Cummins model OTPC 225, Rated 225 amp, 3 pole, 277/480 volt, 3 phase, 4 wire in a NEMA 1 Cabinet.
2. Main contacts shall be rated for 600 Volts AC minimum.
3. Transfer switches shall be rated to carry 100 percent of rated current continuously in the enclosure supplied, in ambient temperatures of -40 to +60 degrees C, relative humidity up to 95% (non-condensing), and altitudes up to 10,000 feet (3000M).
4. Transfer switch equipment shall have withstand and closing ratings (WCR) in RMS symmetrical amperes greater than 30,000 amps. The transfer switch shall be third party listed and labeled for use with the specific protective device(s) installed in the application.

B. Construction

1. Transfer switches shall be double-throw, electrically and mechanically interlocked, and mechanically held in the source 1 and source 2 positions. The transfer switch shall be specifically designed to transfer to the best available source if it inadvertently stops in a neutral position.
2. Transfer switches rated through 1000 amperes shall be equipped with permanently attached manual operating handles and quick-break, quick-make over-center contact mechanisms. Transfer switches over 1000 amperes shall be equipped with manual operators for service use only under de-energized conditions.
3. Main switch contacts shall be high-pressure silver alloy. Contact assemblies shall have arc chutes for positive arc extinguishing. Arc chutes shall have insulating covers to prevent inter-phase flashover.
4. Transfer switch internal wiring shall be composed of pre-manufactured harnesses that are permanently marked for source and destination. Harnesses shall be connected to the control system by means of locking disconnect plug(s), to allow the control system to be easily disconnected and serviced without disconnecting power from the transfer switch mechanism.
5. Power transfer switch shall be provided with flame retardant transparent covers to allow viewing of switch contact operation but prevent direct contact with components that could be operating at line voltage levels.
6. Transfer switches that are designated on the drawings as 3-pole shall be provided with a neutral bus and lugs. The neutral bus shall be sized to carry 100% of the current designated on the switch rating.

C. Connections

1. Field control connections shall be made on a common terminal block that is clearly and permanently labeled.
2. Transfer switch shall be provided with AL/CU mechanical lugs sized to accept the full output rating of the switch. Lugs shall be suitable for the number and size of conductors shown on the drawings.

2.02 Transfer Switch Control

A. Operator Panel. Each transfer switch shall be provided with a control panel to allow the operator to view the status and control operation of the transfer switch. The operator panel shall be a sealed membrane panel rated NEMA 3R/IP53 or better (regardless of enclosure rating) that is permanently labeled for switch and control functions. The operator panel shall be provided with the following features and capabilities.

1. High intensity LED lamps to indicate the source that the load is connected to (source 1 or source 2); and which source(s) are available. Source available LED indicators shall operate from the control microprocessor to indicate the true condition of the sources as sensed by the control.
2. High intensity LED lamps to indicate that the transfer switch is “not in auto” (due to control being disabled or due to bypass switch (when used) enabled or in operation) and “Test/Exercise Active” to indicate that the control system is testing or exercising the generator set.
3. “OVERRIDE” pushbutton to cause the transfer switch to bypass any active time delays for start, transfer, and retransfer and immediately proceed with its next logical operation.
4. “TEST” pushbutton to initiate a preprogrammed test sequence for the generator set and transfer switch. The transfer switch shall be programmable for test with load or test without load.
5. “RESET/LAMP TEST” pushbutton that will clear any faults present in the control, or simultaneously test all lamps on the panel by lighting them.
6. The control system shall continuously log information on the number of hours each source has been connected to the load, the number of times transferred, and the total number of times each source has failed. This information shall be available via a PC-based service tool and an operator display panel.
7. Vacuum fluorescent alphanumeric display panel with push-button navigation switches. The display shall be clearly visible in both bright (sunlight) and no light conditions. It shall be visible over an angle of at least 120 degrees. The Alphanumeric display panel shall be capable of providing the following functions and capabilities:

a) Display source condition information, including AC voltage for each phase of normal and emergency source, frequency of each source. Voltage for all three phases shall be displayed on a single screen for easy viewing of voltage balance. Line to neutral voltages shall be displayed for 4-wire systems.

b) Display source status, to indicate source is connected or not connected.

c) Display load data, including 3-phase AC voltage, 3-phase AC current, frequency, KW, KVA, and power factor. Voltage and current data for all phases shall be displayed on a single screen.

d) The display panel shall allow the operator to view and make the following adjustments in the control system, after entering an access code:

i. Set nominal voltage and frequency for the transfer switch.

ii. Adjust voltage and frequency sensor operation set points.

iii. Set up time clock functions.

iv. Set up load sequence functions.

v. Enable or disable control functions in the transfer switch, including program transition.

vi. Set up exercise and load test operation conditions, as well as normal system time delays for transfer time, time delay start, stop, transfer, and retransfer.

e) Display Real time Clock data, including date, and time in hours, minutes, and seconds. The real time clock shall incorporate provisions for automatic daylight savings time and leap year adjustments. The control shall also log total operating hours for the control system.

f) Display service history for the transfer switch. Display source connected hours, to indicate the total number of hours connected to each source. Display number of times transferred, and total number of times each source has failed.

g) Display fault history on the transfer switch, including condition, and date and time of fault. Faults to include controller checksum error, low controller DC voltage, ATS fail to close on transfer, ATS fail to close on retransfer, battery charger malfunction, network battery voltage low, network communications error.

B. Internal Controls

1. The transfer switch control system shall be configurable in the field for any operating voltage level up to 600VAC. Provide RMS voltage sensing and metering that is accurate to within plus or minus 1% of nominal voltage level. Frequency sensing shall be accurate to within plus or minus 0.2%. Voltage sensing shall be monitored based on the normal voltage at the site. Systems that utilize voltage monitoring based on standard voltage conditions that are not field configurable are not acceptable.

2. Transfer switch voltage sensors shall be close differential type, providing source availability information to the control system based on the following functions:

a) Monitoring all phases of the normal service (source 1) for under voltage conditions (adjustable for pickup in a range of 85 to 98% of the normal voltage level and dropout in a range of 75 to 98% of normal voltage level).

b) Monitoring all phases of the emergency service (source 2) for under voltage conditions (adjustable for pickup in a range of 85 to 98% of the normal voltage level and dropout in a range of 75 to 98% of pickup voltage level).

c) Monitoring all phases of the normal service (source 1) and emergency service (source 2) for loss of a single phase.

3. All transfer switch sensing shall be configurable from a Windows 95, 98, or NT PC-based service tool, to allow setting of levels, and enabling or disabling of features and functions. Selected functions including voltage sensing levels and time delays shall be configurable using the operator panel. Designs utilizing DIP switches or other electromechanical devices are not acceptable. The transfer control shall incorporate a series of diagnostic LED lamps.

4. The transfer switch shall be configurable to control the operation time from source to source (program transition operation). The control system shall be capable of enabling or disabling this feature, and adjusting the time period to a specific value. A phase band monitor or similar device is not an acceptable alternate for this feature.

5. The transfer switch shall incorporate adjustable time delays for generator set start (adjustable in a range from 0-15 seconds); transfer (adjustable in a range from 0-120 seconds); retransfer (adjustable in a range from 0-30 minutes); and generator stop (cool down) (adjustable in a range of 0-30 minutes).
6. The transfer switch shall be configurable to accept a relay contact signal and a network signal from an external device to prevent transfer to the generator service.
7. The control system shall be designed and prototype tested for operation in ambient temperatures from -40C to +70C. It shall be designed and tested to comply with the requirements of the noted voltage and RFI/EMI standards.
8. The control shall have optically isolated logic inputs, high isolation transformers for AC inputs, and relays on all outputs, to provide optimum protection from line voltage surges, RFI and EMI.

C. Control Interface

1. The transfer switch will provide an isolated relay contact for starting of a generator set. The relay shall be normally held open, and close to start the generator set. Output contacts shall be form C, for compatibility with any generator set.
2. Provide one set Form C auxiliary contacts on both sides, operated by transfer switch position, rated 10 amps 250 VAC.
3. The transfer switch shall provide relay contacts to indicate the following conditions: source 1 available, load connected to source 1, source 2 available, source 2 connected to load.

2.03 Enclosure

A. Enclosures shall be UL listed. The enclosure shall provide wire bend space in compliance to the latest version of NFPA70. The cabinet door shall include permanently mounted key type latches.

B. Transfer switch equipment shall be provided in a NEMA 1 or better enclosure.

C. Enclosures shall be the NEMA type specified. The cabinet shall provide code-required wire bend space at point of entry as shown on the drawings. Manual operating handles and all control switches (other than key-operated switches) shall be accessible to authorized personnel only by opening the key-locking cabinet door. Transfer switches with manual operating handles and/or non key-operated control switches located on outside of cabinet do not meet this specification and are not acceptable.

Part 3. OPERATION

3.01 Open Transition Sequence of Operation

A. Transfer switch normally connects an energized utility power source (source 1) to loads and a generator set (source 2) to the loads when normal source fails. The normal position of the transfer switch is source 1 (connected to the utility), and no start signal is supplied to the genset.

B. Generator Set Exercise (Test) With Load Mode. The control system shall be configurable to test the generator set under load. In this mode, the transfer switch shall control the generator set in the following sequence:

1. Transfer switch shall initiate the exercise sequence at a time indicated in the exercise timer program, or when manually initiated by the operator.
2. When the control systems senses the generator set at rated voltage and frequency, it shall operate to connect the loads to the generator set by opening the normal source contacts, and closing the alternate source contacts a predetermined time period later. The timing sequence for the contact operation shall be programmable in the controller.
3. The generator set shall operate connected to the load for the duration of the exercise period. If the generator set fails during this period, the transfer switch shall automatically reconnect the generator set to the normal service.
4. On completion of the exercise period, the transfer switch shall operate to connect the loads to the normal source by opening the alternate source contacts, and closing the normal source contacts a predetermined time period later. The timing sequence for the contact operation shall be programmable in the controller.

5. The transfer switch shall operate the generator set unloaded for a cool down period, and then remove the start signal from the generator set. If the normal power fails at any time when the generator set is running, the transfer switch shall immediately connect the system loads to the generator set.

C. Generator Set Exercise (Test) Without Load Mode. The control system shall be configurable to test the generator set without transfer switch load connected. In this mode, the transfer switch shall control the generator set in the following sequence:

1. Transfer switch shall initiate the exercise sequence at a time indicated in the exercise timer program, or when manually initiated by the operator.
2. When the control systems senses the generator set at rated voltage and frequency, it shall operate the generator set unloaded for the duration of the exercise period.
3. At the completion of the exercise period, the transfer switch shall remove the start signal from the generator set. If the normal power fails at any time when the generator set is running, the transfer switch shall immediately connect the system loads to the generator set.

Part 4. OTHER REQUIREMENTS

4.01 Factory Testing. The transfer switch manufacturer shall perform a complete operational test on the transfer switch prior to shipping from the factory. A certified test report shall be available on request. Test process shall include calibration of voltage sensors.

4.02 Service and support

A. The manufacturer of the transfer switch shall maintain service parts inventory at a central location which is accessible to the service location 24 hours per day, 365 days per year.

B. The transfer switch shall be serviced by a local service organization that is trained and factory certified in both generator set and transfer switch service. The supplier shall maintain an inventory of critical replacement parts at the local service organization, and in service vehicles. The service organization shall be on call 24 hours per day, 365 days per year.

C. The manufacturer shall maintain model and serial number records of each transfer switch provided for at least 20 years.

Part 5. OTHER REQUIREMENTS

5.01 Submittals.

A. Within 10 days after award of contract, provide six sets of the following information for review:

- Manufacturer’s product literature and performance data, sufficient to verify compliance to specification requirements.
- A paragraph by paragraph specification compliance statement, describing the differences between the specified and the proposed equipment.
- Manufacturer's certification of prototype testing.
- Manufacturer's published warranty documents.
- Shop drawings showing plan and elevation views with certified overall dimensions, as well as wiring interconnection details.
- Interconnection wiring diagrams showing all external connections required; with field wiring terminals marked in a consistent point-to-point manner.
- Manufacturer's installation instructions.

5.02 Factory Testing.

A. The generator set manufacturer shall perform a complete operational test on the generator set prior to shipping from the factory. Equipment supplied shall be fully tested at the factory for function and performance.

B. Generator set factory tests on the equipment shall be performed at rated load and rated power factor. Generator sets that have not been factory tested at rated power factor will not be acceptable. Tests shall include: run at full load,

maximum power, voltage regulation, transient and steady-state governing, single step load pickup, and function of safety shutdowns.

5.03 Installation

A. Equipment shall be installed by the contractor in accordance with final submittals and contract documents. Installation shall comply with applicable state and local codes as required by the authority having jurisdiction. Install equipment in accordance with manufacturer's instructions and instructions included in the listing or labeling of UL listed products.

B. Installation of equipment shall include furnishing and installing all interconnecting wiring between all major equipment provided for the on-site power system. The contractor shall also perform interconnecting wiring between equipment sections (when required), under the supervision of the equipment supplier.

C. Equipment shall be installed on concrete housekeeping pads. Equipment shall be permanently fastened to the pad in accordance with manufacturer's instructions and seismic requirements of the site.

D. Equipment shall be initially started and operated by representatives of the manufacturer.

E. All equipment shall be physically inspected for damage. Scratches and other installation damage shall be repaired prior to final system testing. Equipment shall be thoroughly cleaned to remove all dirt and construction debris prior to initial operation and final testing of the system.

F. Complete Installation:

Important Note: Provisions for temporary electrical connections shall be made to ensure the pump station is not without normal and emergency power during construction.

1. Disconnect all electrical cables, conduits, wires and also fuel lines from the old, existing generator (Gen Set) on site.
2. Remove the old, existing Gen Set from the concrete pad and relocate onsite and make temporary electrical and fuel connections for full automatic operation, utilizing the old, existing above ground fuel storage tank and automatic transfer switch (ATS). Install and connect a temporary electrical service from the ATS load distribution to the old, existing load center inside Gen Set enclosure.
3. Cut the existing Gen Set concrete pad and surrounding area and remove all old, existing electrical conduits and discard.
4. Install all new properly sized PVC conduits in ground from ATS to the new Gen Set.
   NOTE: All new conduits must be installed inside the electrical stub-up area located inside the new sub-base fuel tank. Conduits installed aboveground and outside the electrical stub-up area of sub-base fuel tank are not acceptable.
5. Patch and repair the Gen Set concrete pad and surrounding area to cover the new conduits installed underground.
6. Install the new Cummins Gen Set and sub-base fuel tank onto the old, existing modified concrete pad.
7. Secure the new sub-base fuel tank to the old, existing concrete pad.
8. Owner is responsible to fill the new sub-base fuel tank with new Ultra Low Sulfur Diesel (ULSD) fuel only.
9. Remove the old, existing ATS from inside the existing enclosure.
10. Install the new ATS inside existing enclosure.
11. Install and connect all new properly sized copper standard cables and wires per NEC, including new conduits for the following:
    - Normal power source load cables
    - Emergency power source load cables
    - Load side of ATS cables to existing distribution panel
    - All interconnect wiring from the Gen Set to the ATS
12. All conduit connections to Gen Set should be made with flexible conduits.
    NOTE: Reusing old existing cables and wires or splicing, crimping or bugging is not acceptable.
13. Install and wire the new battery charger inside the old, existing enclosure that houses the ATS.
14. Install and wire a new duplex receptacle inside the new Gen Set enclosure for the block heater.

NOTE: Both the battery charger and the block heater AC power shall be run with dedicated, properly sized circuit breakers located in the old, existing emergency load center. Fuses and wiring connected to the ATS load terminals is not acceptable.

15. Wire and connect the new low level and leak detection switches from the new sub-base fuel tank to the Gen Set control.
16. Disconnect the old, relocated Gen Set temporary load cables from the Gen Set to the ATS.
17. Reform start-up per the specifications.
18. Test the new complete stand-by power system installation with all of the available pump station loads including running all sewage pumps together.
19. Owner is responsible to have old, existing above ground fuel storage tank including the fuel day tank pumped out of all old fuel.
20. Disconnect all temporary wiring and fuel lines from the old, relocated Gen Set and fuel tank.
21. Remove the old Gen Set, fuel tank and ATS from the job site and deliver equipment to the Town of Trumbull Highway Garage and set on ground, as directed.
22. Clean all debris from job site from the removal and installation of all equipment listed above.

5.04 On-Site Acceptance Test:

A. The complete installation shall be tested for compliance with the specification following completion of all site work. Testing shall be conducted by representatives of the manufacturer, with required fuel supplied by Owner. The Engineer shall be notified in advance and shall have the option to witness the tests.

B. Installation acceptance tests to be conducted on-site shall include a "cold start" test.

C. Perform a power failure test on the entire installed system. This test shall be conducted by opening the power supply from the utility service, and observing proper operation of the system. Coordinate timing and obtain approval for start of test with site personnel.

5.05 Training

A. The equipment supplier shall provide instruction for the facility operating personnel covering operation of the equipment provided.

5.06 Service and support

A. The manufacturer of the generator set shall maintain service parts inventory at a central location which is accessible to the service location 24 hours per day, 365 days per year.

B. The generator set shall be serviced by a local service organization that is trained and factory certified in generator set service. The supplier shall maintain an inventory of critical replacement parts at the local service organization, and in service vehicles. The service organization shall be on call 24 hours per day, 365 days per year.

C. The manufacturer shall maintain model and serial number records of each generator set provided for at least 20 years.

5.07 Warranty

A. The generator set and associated equipment shall be warranted for a period of not less than Two (2) years from the date of commissioning against defects in materials and workmanship.

B. The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc.

TOWN OF TRUMBULL
REQUEST FOR PROPOSAL
INSTALLATION OF EMERGENCY GENERATOR
WPCA PARK AVENUE PUMP STATION

RFP #6034 DUE: FEBRUARY 26, 2014 at 3:00PM

PROPOSAL

THE UNDERSIGNED AFFIRMS AND DECLARES that this proposal is executed with full knowledge and acceptance of the specifications, requirements, terms and conditions contained herein and with complete understanding and full compliance of system requirements and hereby submits this proposal for the request noted above and certifies that this proposal meets all the specifications and conditions requested herein. Any substitutions to the specifications requested are clearly and completely noted. Any alternate proposals are presented in a similar format to those requested and are attached herein. It is understood that the Town reserves the right to reject any or all proposals or waive any formalities in this request.

This proposal is submitted in full compliance with all Specifications and General Terms and Conditions except as noted below under exceptions.

Work, as proposed above shall commence work on _____ calendar days after receipt of "Notice to Proceed" or receipt of Purchase Order and shall be completed within _____ calendar days thereafter

This quotation is to remain firm for _____ DAYS

TOTAL AMOUNT FOR ALL LABOR, MATERIALS, AND EQUIPMENT AS SPECIFIED IN THE BID DOCUMENT:

PROPOSED: _____
(Written Amount

$ _____

_____	_____
Company Name	By (Signature)
_____	_____
Address	Print Name
_____	_____
City, State, Zip code	Title
_____	_____
Phone #	FAX
_____	_____
Email	Website

PROPOSAL (continued)

STATE THE NAMES OF ALL OF ALL PROPOSED SUBCONTRACTORS (To be submitted with response)

PROPOSED SUBCONTRACTORS

If none, write "None"_____.

---

*Description of Work_____
Proposed Subcontractor Name _____
Address_____

---

*Description of Work_____
Proposed Subcontractor Name _____
Address_____

---

*Description of Work_____
Proposed Subcontractor Name _____
Address_____

---

*Description of Work_____
Proposed Subcontractor Name _____
Address_____

---

*Insert description of work and subcontractors' names as may be required.

This is to certify that the names of the above mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Proposer warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Proposer _____
(Fill in Name)

By _____
(Signature and Title)

TOWN OF TRUMBULL
REQUEST FOR PROPOSAL
INSTALLATION OF EMERGENCY GENERATOR
WPCA PARK AVENUE PUMP STATION

RFP #6034 DUE: FEBRUARY 26, 2014 at 3:00PM

CONTRACTOR INFORMATION SUMMARY
Complete/Describe In Detail – Attach Additional Sheets If Required

Name of Company: _____

Type of Business: _____
(Limited Company, Limited Partnership, Sole Proprietorship, Etc)

Years In Business: _____ Number of Employees: _____

Qualifications of Personnel Proposed to Work on Town of Trumbull Contract:

_____

_____

_____

REFERENCES

(To be submitted with proposal – attach additional pages as necessary)

Each Bidder must provide at least three (3) references for HVAC work that is related in size and scope (dollar value or specification) to the proposed scope of work contained in this bid. For vendors that have performed work for the Trumbull Public Schools, previous projects may be cited provided they were executed within the last three years. **PLEASE NOTE IT IS THE TOWN'S INTENT TO COMMUNICATE WITH THE REFERENCES LISTED HEREIN.**

CLIENT 1:
Organization Name:_____

Contact Name: _____ ***Phone:*** _____

Service Dates:_____

Project(s): _____

CLIENT 2:
Organization Name:_____

Contact Name: _____ ***Phone:*** _____

Service Dates:_____

Project(s): _____

CLIENT 3:
Organization Name:_____

Contact Name: _____ ***Phone:*** _____

Service Dates:_____

Project(s): _____

PUMP STATION EMERGENCY GENERATOR REPLACEMENT, 5800 PARK AVENUE, TRUMBULL, CT

RFP #6034 DUE: FEBRUARY 26, 2014 at 3:00PM

GENERAL SPECIFICATIONS

TOWN OF TRUMBULL, CONNECTICUT
GENERAL SPECIFICATIONS
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TOWN OF TRUMBULL, CONNECTICUT

GENERAL SPECIFICATIONS

1. BIDS:

Bids, as stated in the "Bid Sheet", will be compared on the basis of the lump sum price.

NOTE: Any/all reference to "he/him" shall be taken to mean "his/her/its".

2. OBLIGATION OF BIDDERS:

At the time of opening of bids, each bidder shall be presumed to have inspected the sites, and to have read and made himself thoroughly familiar with the Plans and Contract Documents including all addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

Each bidder must fully inform himself of the construction and labor conditions relating to the work which is now or will be performed. Failure to do so will not relieve the successful bidder of his obligation to furnish all labor and materials necessary to carry out the provisions of the contract documents and to complete the contemplated work. Inasmuch as possible, the contractor must, in carrying out his work, employ such methods or means as will not cause any interruptions or interference with the work of any other contractor.

The successful bidder must furnish a field and office organization chart and equipment list to be used on the job to demonstrate that he has the capability to perform the work prescribed for this project and shall furnish the Town all other information and data requested on the form provided for this purpose; such submission to be made prior to construction startup.

The Contractor shall supply a foreman full time on the job. Such foreman must be satisfactory to the Town of Trumbull. Failure to comply shall be cause for breach of contract.

The Contractor's normal sequence of operation in performing the work under the terms of this contract shall be varied at the direction of the Town of Trumbull, so that priorities can be given in critical areas such as schedule, right-of-way, clearance and other Town commitments, either present or future.

The Contractor shall file an appeal to the Public Works Director if the sequence of operation in performing the work is varied by the Town in a manner that is unacceptable to him.

The Contractor shall have no claim against the Town for damages or extra compensation on account of delays in execution of the work or delays in making the construction site available to the Contractor.

3. CONTRACT DOCUMENTS:

Whenever the term "Contract Documents" is used herein, it shall include the Agreement, Information to Bidders, General Specifications, Bid Documents, Technical Specifications, Special Notes, Addenda, and Project Plans, including all modifications thereof incorporated in the documents before their execution.

4. DIRECTOR OF PUBLIC WORKS:

The Director Public Works, of the Town of Trumbull, Connecticut, under whose authority all public works are performed. Hereinafter when the word "Engineer" is used, it is hereby interpreted to include the authority of the Director of Public Works, as well as the Town Engineer.

5. TOWN ENGINEER:

The Town Engineer will represent the Town of Trumbull, Connecticut, and shall have complete charge of all work involved. Hereinafter where the word "Engineer" appears it shall mean the Town Engineer or his duly authorized representatives performing their usual duties, i.e. clerk of the works, etc.

6. CONTRACTOR:

Party of the second part to the contract, acting directly or through his agent or employees.

7. SUB-CONTRACTOR:

Any individual, firm, partnership or corporation to whom the Contractor sub-lets or assigns any part or parts of this project covered by this contract.

8. NOTICE:

The term "notice" as used herein shall mean and include written notices.

Written notice shall be deemed to have been served, when deposited in a United States Mail Box to or at last known business address of the person, firm or corporation for whom intended, or to his or their or its duly authorized agent, representative or office,

or enclosed in a postage prepaid wrapper or envelope addressed to such person or firm or corporation at his or their or its last known business address

9. TIME IS OF THE ESSENCE:

Time is of the essence for this contract and as execution of the work may inconvenience property owners, vehicular traffic, pedestrians and adversely affect business in the area, it is essential that the work be pressed vigorously to completion. Also the cost of Town administration and supervision of construction, will be increased as the time occupied in the work is lengthened, and the deprivation to the residents of the Town of the needed improvement on herein contract may cause damages to the Town.

In the event the Contractor fails to perform the work in a timely manner due to the Contractor's poor planning, financial status, errors in construction or any other reason directly attributed to the Contractor's circumstances, the Town may institute default proceedings against the Contractor to recover damages and losses. Any payments due the Contractor may be withheld pending final determinations, and the bonding company for the performance of the work on this contract may be notified of impending actions that may be warranted.

If any delay is imposed on the Contractor by specific orders of the Engineer, ie; to stop the work (for reasons other than failure on the part of the Contractor to comply with the requirements of the Contract Documents), material or labor strikes, acts of God, etc., such delay will entitle the Contractor to an equivalent extension of time.

When extra or additional work is ordered by the Engineer, the Contractor will be allowed an extension of time expressed in days as determined by the Town Engineer. The Contractor shall submit a written request for an extension of time, along with reasons for the request. A written response will be transmitted to the Contractor with a determination by the Town as to whether or not an extension of time will be granted.

10. COMMENCEMENT OF WORK:

The Contractor shall commence work on the day specified in the order by the Engineer, as the date of such commencement; and shall fully complete the work within the number of consecutive calendar days from said date as hereinafter specified as the period for completion of his contract, unless such period shall be extended as hereinafter provided by the Town.

11. BLANK FORM FOR BID:

All bids must be written or typed upon the blank form for "Bid Sheet," and must state the proposed price of each item of the work, both in words and in figures, and must be signed by the bidder with his business address.

BIDDERS SHALL NOT REMOVE AND SUBMIT THE BID PAGES SEPARATE FROM THE VOLUME OF CONTRACT DOCUMENTS, BUT SHALL SUBMIT THEIR BIDS BOUND WITH THE COMPLETE VOLUME OF ATTACHED DOCUMENTS,

INCLUDING ALL PAGES CORRECTLY ASSEMBLED.

The undersigned understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty of guarantee, express or implied, that the subsurface and/or other structures (surface and/or subsurface) actually encountered will be the same as these shown on the drawings or in any of the other contract documents and he agrees that he shall not use or be entitled to use any such information made available to him through the contract documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Town, arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this bid.

12. WORKING HOURS AND HOLIDAYS:

The Contractor shall perform no work during the Town of Trumbull's employees' holidays nor before or after the Town's normal working hours, without specific approval of the Director.

The normal working hours of the Town are Monday through Friday, 7:00 a.m. to 4:00 p.m.

THE OFFICIAL TOWN OF TRUMBULL HOLIDAYS ARE:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day Following Thanksgiving Day
Christmas Day
Day After Christmas Day (2014 Floating Holiday)

13. GUARANTEE MAINTENANCE BOND:

The Contractor shall secure a maintenance bond with a company which shall have been approved by the Attorney of the Town of Trumbull, guaranteeing his work in all phases of construction for a period of two (2) years from the date of acceptance by the Town which shall also cover all damages due to trench settlement.

The face value of the maintenance bond shall be as follows:20% of the base bid of contracts up to and including $50,000.00 and in no way less than $5,000.00.

Contracts in amount above $50,000.00, the face value of the maintenance bond shall be on the basis of 10% of the base bid submitted. He shall leave the work in perfect order at completion, and neither the final certificate of payment nor any other provision of the contract shall relieve the Contractor of the responsibility for negligence, for faulty materials or workmanship within the extent and period as herein provided. Upon written notice he shall remedy all defects due thereto and pay all expenses for any damage to other work resulting there from.

14. ADDITIONAL OR SUBSTITUTE BOND:

If at any time the Town becomes dissatisfied with the performance bond as issued by the present surety or sureties, or if for any other reason such bond shall cease to be adequate surety to the Town, the Contractor shall within five (5) days after notice from the Town to do so, substitute an acceptable bond in such form and sum and signed by such other sureties as may be satisfactory to the Town.

The premium on such bonds shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until new sureties shall have qualified.

15. POWER OF ATTORNEY:

Attorneys-in-fact who sign contract bonds must file with each bond a certified copy of their power of attorney to sign said bond.

16. QUALIFICATIONS FOR EMPLOYMENT:

No person under the age of sixteen (16) years and no person currently serving sentences in a penal or
Correctional institution shall be employed to perform any work on the project under this contract.

No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed to perform any work on the project under this contract.

Provided that this sentence shall not operate against the employment of physically handicapped persons otherwise employed where such persons may be safely assigned to work, which they can ably perform.

There shall be no discrimination because of race, creed, color or political affiliation in employment of persons for work on the project under this contract.

17. PAYMENT OF EMPLOYEES:

The Contractor and each of his subcontractors shall pay each of his employees engaged in the work on the project under this contract in full (less deductions made mandatory by law) in a timely and routine manner.

18. DELETE

19. ACCIDENT PREVENTION:

Precaution shall be exercised at all times for the protection of all persons (including employees) and property.

The safety provisions of applicable laws, building and construction codes shall be observed.

Reference is hereby made to Occupational Safety and Health Administration standards as described in OSHA 2206, 1983 or latest edition or revision thereof

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

20. INSPECTION:

The Engineer or his authorized representative shall be permitted to inspect the work, materials, payrolls, and records of personnel, invoices of material and other relevant data and records of this contract.

21. PAYMENTS:

The Town's terms of payment are Net 30 Days after approval of invoice. No invoice will be paid until acceptance of goods ordered. By the fifth (5th) day of each month application for payment must be submitted by the Contractor to the Town's designated field representative, for verification and approval of quantities and costs incurred during said pay period. Only upon approval by designated representative will payment be forwarded for processing.

The Town shall retain five per centum (5%) of each estimate until final completion and acceptance of all work covered by this contract.

22. GENERAL SPECIFICATIONS "(OR EQUAL CLASSES)":

Whenever in this contract or specifications, a particular brand or make of material, device or equipment is shown or specified, such brand, make of material, device or equipment should be regarded merely as a standard unless otherwise specified.

If three or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the others.

When in the opinion of the Engineer, or his authorized agent, any other brand, make of material, device or equipment is recognized as equal to that specified, considering quality, workmanship and economy of operation, and suitable for the purpose intended, it will be accepted.

In the opinion of the Engineer and the Town's duly authorized agents, all material and workmanship shall in every respect be in accordance with what is in conformity with approved modern practice.

Whenever the plans, drawings, specifications, other contract documents, or the quality of the work, admit of doubt as to what is permissible, the interpretation will be made by the Engineer, as to which is in accordance with approved modern practice, in order to meet the particular requirements of the contract.

In all cases, new material shall be used unless this provision is waived with a special written notice by the Engineer.

23. INSPECTION AND TESTS:

All material and workmanship (if not otherwise designated) shall be subject to inspection, examination and tests, by the Engineer, or his duly authorized representatives, at any and at all times during the manufacture and/or construction, and at any and all places where such manufacture or construction is carried on.

Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor and material necessary to make tests so required, safe and convenient.

Special full size and performance tests shall be conducted as described in the specifications.

If at any time before final acceptance of the entire work, the Engineer considers necessary or advisable any examination of any portion of the work already completed, by removing or tearing out the same, the Contractor shall upon request, furnish promptly all necessary facilities, labor and materials.

If such work is found to be defective in any material respect, due to material or faulty construction by the Contractor, or any subcontractor, or if any work shall be covered over without approval of the engineer (whether or not the same shall be defective) the Contractor shall be liable for the expense of such examination and of satisfactory reconstruction.

If, however, such approval and consent shall have been given and if such work is found to meet the requirements of this contract, the Contractor shall be recompensed for the extent of such examination and reconstruction in the manner herein provided for the payment of the cost of "EXTRA WORK."

24. COSTS AND TESTS:

The selection of Bureau Laboratories, and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the direction of the Engineer.

If inspection, tests, analysis of the materials or equipment, should disclose that said material or equipment requires rejection, then the cost of said inspection, test analysis shall be borne by the Contractor and said cost shall be deducted from the Contractor's current estimate by the Engineer. If supplies, material or equipment shall be found acceptable, the cost of said inspection, tests or analysis shall be borne by the Town.

25. PROTECTION OF WORK AND PROPERTY:

The Contractor shall at all times safely guard the Town's property from injury or loss, in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace and make good any such damage, loss or injury. All passageways, guard fences, lights and other facilities required for protection by local conditions must be provided and maintained.

26. POWER 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 be allowed to act without previous instructions from the Engineer, as he sees fit. He shall notify the Engineer immediately thereafter of any compensation claimed by the Contractor due to such extra work, and shall submit same to the Engineer for approval. When the Contractor has not taken action, but has notified the Engineer of an emergency threatening injury to persons or damage to the work, or any adjoining property, the Contractor shall act as instructed or authorized by the Engineer to prevent such threatened injury or damage.

27. CERTIFICATE OF COMPLETION:

Upon completion of all work whatsoever required, the Engineer shall file a written certificate with the Director of Finance and the Contractor, for the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation thereof.

28. FINAL PAYMENT:

Within thirty days of filing a certificate of completion, the Town shall pay to the Contractor the amount therein stated, less all prior payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments, including those relating to extra work, shall be subject to correction by this present payment, which throughout this contract is called the FINAL PAYMENT.

29. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE:

The acceptance by the Contractor of the final payment, shall be and shall operate as a release to the Town of all claims and of all liability to the contract or for all things done or furnished in connection with this work, and for every act and neglect of the Town and others relating to or arising out of this work, accepting the Contractor's claim for interest upon the final payment, if the payment is improperly delayed. No payment, however, final or otherwise, shall release the Contractor or his sureties from any obligation under this contract or of the performance bond.

30. SUB-SURFACE STRUCTURES:

All sub-surface structures and public utility lines have been located as far as possible, as indicated on the plans and information obtained from the respective utilities. The Town does not assume the responsibility for the accuracy of this information.

31. SUB-SURFACE CONDITIONS:

Bidders are notified that it is obligatory for them to obtain all the information they require as to the existing physical conditions relative to the work and in particular to sub-surface conditions---NOR SHALL THE TOWN BE HELD LIABLE FOR ANY ADDITIONAL COST TO THE CONSTRUCTION WHICH MAY RESULT DUE TO THESE CONDITIONS, and each bidder in bidding must rely exclusively upon his own investigation and that he makes this bid with the full knowledge of the kind, quality and quantity of work required.

The undersigned understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty of guarantee, express or implied, that the subsurface and/or other structures (surface and/or subsurface) actually encountered will be the same as these shown on the drawings or in any of the other contract documents and he agrees that he shall not use or be entitled to use any such information made available to him through the contract documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Town, arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this bid.

32. CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the work shall be purchased by the Contractor or sub-contractor, subject to any chattel mortgage or under any conditional sale or other agreement for which interest is retained by the seller.

33. SUPERINTENDENCE BY CONTRACTOR:

The Contractor shall employ a project Super-intendant who shall be present full time at the site of the work and who shall have full authority to act for the Contractor. The Contractor shall employ a project foreman who shall be in attendance at the work site during working hours.

It is understood that such representative shall be acceptable to the Town and shall be one whose experience and length of service in this particular kind of work warrants his ability to perform the duties entailed to the satisfaction of the Engineer, and who can continue in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

The Engineer reserves the right of investigation to satisfy the Town that the appointed superintendent is properly qualified to carry out the obligations entailed to perform the work herein contemplated in the plans and specifications and directions.

34. REPRESENTATIONS OF CONTRACTORS:

The Contractor represents and warrants:

a). That he is financially solvent and that he is experienced in and competent to perform the type of work, or to furnish plant and equipment materials and supplies.

b). That he is familiar with all Federal, State and Municipal laws, ordinances and regulations, which in any way may affect the work of those employed therein.

c). That he has carefully examined the plans and specifications and the site of the work, and that from his own investigation he has satisfied himself about the nature and location of the work, character, quality and quantity of the surface and sub-surface materials likely to be encountered, as well as the character of equipment and other facilities needed for the performance of the work, the general local conditions and all other conditions which may in any way affect the work.

35. PATENT RIGHT:

As part of his obligation hereunder and without any additional compensation, the Contractor will pay for all patent fees or royalties required in respect to the work or any part thereof, and will fully indemnify the Town for any loss on account of infringement of any patent rights.

36. PERMITS AND REGULATIONS:

The Contractor shall procure and pay for all permits and licenses necessary for the execution of his work. Town permit fees will be waived.

The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of the work.

37. CORRECTION OF WORK:

All work, all material, whether incorporated in the work or not, all processes of manufacture and all methods of construction, shall be at all time and places subject to the inspection of the Engineer, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purpose for which they are used.

Should they fail to meet the approval of the Engineer they shall be forthwith reconstructed, made good, replaced and corrected, as the case may be, by the Contractor, at his own expense.

Rejected material shall immediately be removed from the site.

Acceptance of material and workmanship by the Inspectors shall not relieve the Contractor from his obligation to supply other materials and workmanship when so ordered by the Engineer.

If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged material, or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract, the compensation to be paid to the Contractor hereunder, shall be reduced by such amount which the Engineer deems equitable.

The Contractor expressly warrants that his work shall be free from any defects in material or workmanship, and agrees to correct any such defects which may appear within the maintenance period, following final completion of work.

Neither acceptance of the completed work, nor payment thereof, shall operate to release the Contractor or his sureties from any obligation under or upon this contract or the performance bond.

38. STATEMENT SHOWING AMOUNT DUE FOR WAGES, MATERIAL ANDSUPPLIES:

With each application for payment under this contract, the Contractor and every subcontractor shall deliver to the Town a written verified statement in a form satisfactory to the Town, showing in detail the amounts then due and unpaid by such Contractor or subcontractor, to all laborers for daily or weekly wages, men employed by him under the contract for performance of work at the site thereof, or to other persons for material and equipment delivered at the site of the work.

The term "laborers" as used herein, shall include workmen and mechanics.

39. TOWN RIGHT TO WITHHOLD PAYMENTS:

The Town may withhold from the Contractor as much of any approved payment due him, as the Town deems necessary.

1st. To assure the payment of just claims due and unpaid of any person supplying labor or materials for the work.

2nd. To protect the Town from loss due to defective work not remedied.

or

3rd. To protect the Town from loss due to injury to persons or damage to work or property of other Contractors, subcontractors, or others caused by the act or neglect of the Contractor or any of his subcontractors.

The Town shall have the right, as agent for the Contractor, to apply any such amounts so withheld in such manner as the Town may deem proper, to satisfy such claims or to secure such protection.

Distribution of such money shall be considered as payments for the amount of the Contractor.

40. TOWN RIGHT TO STOP WORK OR TERMINATE CONTRACT:

If the Contractor shall be adjudged bankrupt, an assignment shall be made for the benefit of creditors. A receiver or liquidator shall be appointed for the Contractor and for any of his property. The Contractor shall be dismissed within twenty (20) days after such appointment. The proceedings in connection therewith shall not be stayed within the said twenty (20) days. If the Contractor shall refuse or fail after notice or warning from the

Engineer, to supply enough properly skilled workmen or proper materials, or if the Contractor shall fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or duly authorized extension thereof) or shall fail to complete the work within said period, or if the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or if the Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Engineer or otherwise be guilty of a substantial violation of any provision of this contract, then in any such event, the Town without prejudice to any other right or remedy, may give seven (7) days notice to the Contractor, to terminate the employment of the Contractor. The Contractor shall lose the right to proceed either for the entire work or (at the option of the Town) for any portion thereof on which delays shall have occurred. The Town may as it deems expedient take possession of the work and complete it by contract or otherwise.

In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the compensation to be paid the Contractor hereunder, shall exceed the expense of so completing the work (including compensation for additional managerial administrative and inspection services and any damages for delay), such excess shall be paid to the Contractor.

If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Town for such excess.

If the right of the Contractor to proceed with the work is so terminated, the Town may take possession of and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on the site of the work, and necessary therefore.

If the work shall be stopped by order of the Court or any other public authority, for a period of three (3) months, without act or fault of the Contractor or any of his agents, servants, employees, or subcontractors, the Contractor may upon ten (10) days' notice to the Town of Trumbull, discontinue his performance of the work and/or terminate the contract.

TERMINATION:

A. TERMINATION FOR CAUSE, If through any case, the Contractor shall fail to fulfill in a timely manner, its obligations under this Agreement, or if the contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

   The term "cause" includes, without limitation the following;

1) If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.

2) If the Contractor fails to perform to the Town's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.

3) If the Town reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of the Agreement by the Contractor, and the Town may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Town from the Contractor is determined.

B. TERMINATION FOR CONVENIENCE: The Town may terminate this Agreement at any time the Town determines that the purposes of the distribution of monies under the agreement would no longer be served by completion of the Work/Project. The Town shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In the event, all finished or unfinished documents and other materials as described in Subsection A shall, at the option of the Town, become its property. If the Agreement is terminated by the Town as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of this Agreement, less payments of compensation previously made, and subject to the Town's right of set off for any damages pursuant to the terms of the Agreement.

41. USES OF PREMISES AND REMOVAL OF DEBRIS:

The Contractor undertakes at his own expense:

a). To take every precaution against injuries to persons or damage to property.

b). To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work.

c). To place upon the work area or any part thereof, only such loads as are consistent with the safety of that portion of the work.

d). To frequently clean up all refuse, rubbish, scrap material and debris caused by his operations, so that the site of the work shall at all times present a neat, orderly and workmanlike appearance. Failure to comply with this article within 24 hours of notification

may result in the Owner having the work performed by outside sources at the Contractor's expense. These expenses will be deducted from the regular monthly periodic estimate.

e). To remove before final payment all surplus materials, false work, temporary structures, (including foundations thereof), plant of any description and debris of every nature resulting from his operation, and to put the site in a neat and orderly condition.

f). To effect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications, and with the consent of the Engineer, to cut or otherwise alter the work of any other Contractor.

42. ALL WORK SUBJECT TO CONTROL OF THE ENGINEER:

In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Engineer and shall perform all duties to the satisfaction of the Engineer, and at such time and places, by such methods and in such manner and sequence as the Engineer may require.

The Engineer shall determine the amount, quantity, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, contract and any extra work orders, and shall decide all other questions in connection with the work.

The Contractor shall employ no plant, equipment, materials, methods or men to which the Engineer objects, and shall remove no plant materials, equipment or other facilities from the site of the work, without the Engineer`s permission. Upon request, the Engineer shall confirm in writing any oral order, direction requirement or determination.

43. TOWN ENGINEER, CONTROL NOT LIMITED:

The enumeration herein or elsewhere in the contract of particular instances in which the opinion, judgment, discretion or determination of the Engineer, shall control or in which work shall be performed to his or their satisfaction as subject to his or their approval or inspection, shall not imply that only matters similar to those enumerated shall be governed and performed, but without exception all the work shall be governed and so performed.

44. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this contract, shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

45. SUBLETTING, SUCCESSOR AND ASSIGNS:

The Contractor shall not sublet any part of the work under this contract, nor assign any moneys due him hereunder without first obtaining the written consent of the Town.

46. DEFINITIONS:

Wherever the words defined in this section or pronouns used in their stead occur in the specifications, they shall have the meanings herein given.

AS DIRECTED, AS REQUIRED, ETC.

Wherever in the specifications, or on the drawings the words "As Directed", "As Ordered", "As Requested", "As Required", "As Permitted", or words of like import are used, it shall be understood that the Direction, Order, Request, Requirement, or Permission of the Engineer is intended. Similarly, the words "Approved", "Accepted", "Satisfactory", and words of like import shall mean Approved by, Acceptable to, or Satisfactory to the Engineer.

ELEVATION

The figures given on the drawings or in the other contract documents after the word "Elevation" or abbreviation of it shall mean the Distance in Feet Above the Datum Adopted by the Engineer.

NOTE: Unless otherwise stated elsewhere in the contract documents and/or on the contract drawings, vertical elevation datum for this project is based upon NEW City Datum, NGVD (ele. 0.00 = mean water).

ROCK

The word "Rock" wherever used as the name of any excavated material or material to be excavated, shall mean only boulders or solid ledge rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring or breaking up with a power operated tool. No soft or disintegrated rock which can be removed with a hand pick or power-operated excavator or shovel, no loose, shaken or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed as "Rocks".

EARTH

The word "Earth", wherever used as the name of an excavated material or material to be excavated, shall mean all kinds of material other than rock as above defined.

47. ABBREVIATIONS:

Where any of the following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each.

AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ASA	American Standard Association
ASCE	American Society of Civil Engineers
ASTM	American Society For Testing and Materials
NEC	National Electrical Code, Latest Edition

48. HANDLING AND DISTRIBUTION:

The Contractor shall handle, haul and distribute all materials and all surplus materials on the different portions of the work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and shall be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.

Storage and Demurrage charges by Transportation Companies and Vendors shall be borne by the Contractor.

49. MATERIALS:

Samples - Inspection - Approval, unless otherwise expressly provided on the Drawings or in any of the other contract documents, only new material and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Engineer. No material shall be processed or fabricated for the work or delivered to the work site without prior approval of the Engineer.

As soon as possible after execution of the Agreement, the Contractor shall submit to the Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the work. When shop and working drawings are required as specified below, the Contractor shall submit prior to the submission of such drawings, data in sufficient detail to enable the Engineer to determine whether the manufacturer and/or supplier have the ability to furnish a product meeting the specifications. As requested, the Contractor shall also submit data relating to the materials and equipment he proposes to incorporate into the work in sufficient detail to enable the Engineer to identify and evaluate the particular product and to determine whether it confirms to the Contract Requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.

Facilities and labor for the storage, handling and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the work.

If the Engineer so requires, either prior to or after commencement of the work, the Contractor shall submit additional samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, placed and shopped by the approved molds for making concrete test cylinders. Except as otherwise expressly specified, with technical specifications, the Town shall make

arrangements and pay for the tests.

All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented. The name of the building or work and location for which the material is intended and the name of the contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing and approval before the materials and equipment are needed for incorporation in the work. The consequence of his failure to do so shall be the Contractor's sole responsibility.

When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent test laboratories) relative to materials, equipment, performance rating and concrete data.

50. WATCHMAN:

If it becomes necessary to supply watchmen during non-regular working hours, they shall be employed until (in the opinion of the Engineer) their services are no longer required. The Contractor shall employ and pay a satisfactory, sober, able-bodied watchman who shall be in attendance upon the work at all times, (regardless of the hour) whenever work by the regular employees stops.

51. MAINTENANCE OF TRAFFIC:

The Contractor shall conduct his operations in such a manner so that he does not impose unnecessary hardship upon the residents along the route of the work.

Streets may be closed to traffic only upon written order of the Traffic Engineer. Traffic shall be maintained within the project area except where it is found impracticable, or seriously interferes with the Contractor's operations. If permanent repairs are not completed immediately, the pavement surface along the line of work shall be maintained in a condition comparable to the adjacent road surface.

People living or having business within the barricaded zone shall be permitted to use the highway for auto traffic if possible.

The Contractor shall protect all phases of the work from damage due to traffic, etc., and provide necessary watchmen, signalmen and (if so ordered by the Engineer) police officers.

No direct payment for maintenance of traffic will be made, but shall be considered as included in the base bid submitted.

52. DRIVEWAYS AND PROPERTY ENTRANCES:

Excavated materials and equipment shall be placed in such position as not to unnecessarily impede travel on the streets, or access to driveways. A sufficiently clear space for pedestrian travel shall be maintained on the sidewalks, and all property entrances and driveways shall be kept clear, where possible.

Where necessary, bridges shall be constructed and maintained for residents. Before closing any driveway or entrance, the Contractor shall give the owner or resident of the property involved, due notice of such temporary closing. When this is not practicable and an emergency arises, the Contractor shall, on the order of the Engineer, provide a satisfactory place to house temporarily, any motor vehicle, which may be prevented from being housed at night.

No direct payment will be allowed for this work or condition, but shall be considered as included in the base bid submitted.

53. DUST:

The Contractor shall at all times during the execution of this contract, control the nuisance of flying dust, by water sprinkling or by application of oil, or a method satisfactory to the Engineer.

54. PRESERVATION OF TREES:

Trees and shrubs on the site of the work shall be protected during the entire period of the contract, and if injured by the Contractor or his employees, shall be replaced, unless it is covered by the bid items, at his expense before the completion of the contract.

55. INSPECTION OF WORK AWAY FROM THE SITE:

If work to be done away from the construction site is to be inspected on behalf of the Town during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

56. CONTRACTOR'S SHOP AND WORKING DRAWINGS:

The Contractor shall submit for approval (in reproducible form unless otherwise specified) shop and working drawings of concrete reinforcement, structural details, piping layout, wiring, materials fabricated for the contract and materials and equipment for which such drawings are specifically requested.

Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing, when it is customary to do

so. When the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the contract.

When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such case, requirements shall be as specified for shop and working drawings, insofar as applicable, except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

No material or equipment shall be purchased or fabricated for the contract until the required shop and working drawings have been submitted as herein above provided and approved as conforming to the contract requirements. All such materials and equipment and the work involved in their installation or incorporated into the work shall then be as shown in and represented by said drawings.

Until the necessary approval has been given, the Contractor shall not proceed with any portion of the work such as the construction of foundations, the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which approval is required.

All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning approved drawings to them. Unless otherwise approved, all shop and working drawings shall be prepared on standard size, 24 inch by 36 inch sheets, except those which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Town, Contractor, and building, equipment or structure to which the drawing applies, and shall be accompanied by a letter of transmittal giving a list of the drawing number and the names mentioned above.

Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the drawings and specifications in all respects. All drawings which are correct shall be marked with the date, checker's name and indication of the Contractor's approval, and then shall be submitted to the Engineer. Other drawings shall be returned for correction.

The approval of shop and working drawings, etc., will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required in the contract and for achieving the result and performance specified hereunder.

Should the Contractor submit for approval, equipment that requires modifications to the structures, piping, layout, etc., detailed on the drawings, he shall also submit for approval, details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Town, shall do all work necessary to make such modifications.

The marked-up reproducible of the shop and working drawings or one mark-up copy of catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when so requested.

57. OCCUPYING PRIVATE LAND:

The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the right-of-way or property of the Town. A copy of the written consent shall be given to the Engineer.

58. INTERFERENCE WITH AND PROTECTION OF STREETS:

The Contractor shall not close or obstruct any portion of a street, road or private way without obtaining permits therefore from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Engineer and to the proper authorities.

Streets, roads, private ways and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the Police and Fire Departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. He shall cooperate with the Police Department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well-lighted, in order to minimize confusion.

59. STORAGE OF MATERIALS AND EQUIPMENT:

All excavated materials, construction equipment and materials and equipment to be incorporated in the work shall be placed so as not to injure any part of the work or existing facilities and so that free access can be had at all times to all parts of the work and to all Public Utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

60. INSUFFICIENCY OF SAFETY PRECAUTIONS:

If at any time, in the sole judgment of the Engineer, the work is not properly lighted, barricaded, or in any other respect safe in regard to public travel, persons on or about the work, or public or private property, the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable and the
Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguards into proper and approved condition, or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the

Engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the Engineer or Town in so doing. Such action of the Engineer, or his failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, claims, suits, proceedings, judgments, awards or damages resulting from, by reason of or in connection with any failure to take safety precautions or the insufficiency of the safety precautions taken by him or by the Engineer acting under authority of this article or for failure to comply with the provisions of any State or Federal Occupational Safety and Health Laws, Rules or Regulations.

61. SANITARY REGULATIONS:

When deemed necessary by the Engineer, the suitable Contractor shall provide sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Town, or on adjacent property.

The Town and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

62. DELETE

63. DIMENSIONS OF EXISTING STRUCTURES:

Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

64. WORK TO CONFORM:

During its progress, and on its completion, the work shall conform truly to the lines, levels and grades indicated on the drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the drawings, specifications and other contract documents and the directions given from time to time by the Engineer.

65. COMPUTATION OF QUANTITIES:

For estimating quantities in which the computation of areas by Geometric methods would be comparatively laborious, it is agreed that the Planimeter shall be

considered an instrument adapted to the measurement of such areas. It is further agreed that the computation of the Volume Prismoids shall be by the method of average end areas.

66. PLANNING AND PROGRESS SCHEDULES:

Before starting the work and from time to time during its progress, as the Engineer may request, the Contractor shall submit to the Engineer a written description of the methods he plans to use in doing the work and the various steps he intends to take.

Within two (2) days after the date of starting work, the Contractor shall prepare and submit to the Engineer a written schedule fixing the respective dates for the start and completion of various parts of the work. The Contractor shall update the schedule on a monthly basis and submit each schedule to the Engineer for review, approval and change where necessary during the progress of the work.

67. PRECAUTIONS DURING ADVERSE WEATHER:

During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly done and satisfactory in all respects. When required, protection shall be provided by the use of plastic sheets, tarpaulins, wood and building-paper shelters or other approved means.

The Engineer may suspend construction operations at any time when, if in his sole judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be.

68. AS-BUILT DRAWINGS:

The Contractor shall be responsible for maintaining a set of as-built drawings during the course of the work for examination by the Engineer.

69. SCOPE OF WORK:

The intent of the contract is to complete the work or improvements in full compliance with the plans, specifications, technical specifications, special notes, etc.

A. Quantities

The unit bid prices shall be applied to the applicable quantities actually used and accepted in the performance of this project. Quantities have been established using the best information available for accuracy. In some instances, however, quantities may have been provided for some items in order to establish a unit price in the eventuality that the item of work may occur during the construction of the project.

Should the actual quantities constructed vary from those estimated, whether higher or lower, the Contractor is made aware that the applicable item will be paid for based upon his unit bid price bid for that item. Exceptions to this article are noted below in section C, Change in Project Scope.

B. Cost Plus Items:

If the Town orders the performance of any work not covered by the drawings or specifications, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a Cost-Plus percentage basis of payment as follows:

1.0 Direct Labor And Foreman Costs - For all labor including equipment operators, and foremen in direct charge of the specific operation, the Contractor shall receive the rate of wage actually paid as shown by his certified payroll, which shall be at least the current local minimum prevailing wage rate, per hour, per position, in accordance with the current State of Connecticut, Labor Department Minimum Rates & Classifications for Heavy Construction. Compensation shall be for each hour that said labor and foreman are actually engaged in such work, including such overtime as provided by existing laws and regulations. In addition the contractor shall receive for each hour worked, the actual costs paid to, or in behalf of workmen, by reason of allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. All personnel above the grade of foreman are excluded from receiving compensation under this section.

An amount equal to 20 percent of the total sums as specified above (1.0) will also be paid the contractor.

1.1 Other Labor Costs - The Contractor shall also be allowed to add to such direct labor and foremen costs, the following items:

Social Security Tax at the percentage legally required; Unemployment Ins., at the percentage legally required; Workmen's Compensation insurance at policy percentage rate; Property/liability damage insurance premiums;

An amount equal to 6 percent of the total sums as specified above (1.1) will also be paid the contractor.

1.2 Materials - For all materials used, the Contractor shall receive the actual cost of such materials, including freight and delivery charges, as shown by original receipted bills to which shall be added a sum equal to fifteen (15) percent.

1.3 Equipment Rental - For machinery, trucks, or equipment, exclusive of operator's hire, and except small tools and equipment for which no rental is allowed, which it may be deemed necessary to use, the Town will allow the Contractor the cost of renting such machinery, trucks, or equipment, which shall include fuel and lubricants, as are actually used in the performance of the work, but to which no percentage shall be added. Equipment rental costs will be based upon the "Rental Rate Blue Book" including Rate Adjustment Tables and amendments as published by Dataquest, Inc., San Jose, California or a lower rate if so submitted by the Contractor, and must be approved by the Town prior to any work being performed.

1.4 Sub-Contracts - Cost-Plus work may be performed by a subcontractor only when (a) the Contractor has obtained approval of the subcontractor by the Town and (b) the work has been performed by the subcontractor in strict compliance with the terms of the contract. In such event, the Contractor shall receive the cost of any such sub-contract to which shall be added a sum equal to ten (10) percent.

1.5 Superintendence - The foregoing payments shall be received by the Contractor as payment in full for all work done on a Cost Plus basis, and shall be accepted to cover all general superintendence, use of small tools and equipment for which no rental is allowed, job and general overhead, bonding, expenses, and anticipated profit.

2.0 The cost of the work done each day shall be submitted to the Engineer in a satisfactory form, on the succeeding day and shall be approved by him or adjusted accordingly.

3.0 Monthly payments of all charges for extra work, whether priced on the Cost Plus basis or an agreed-upon basis, shall upon completion, and approval, be requested with the subsequent monthly progress billing.

C. Change of Project Scope

In the event that the overall scope of the project is increased or decreased by 25% or more, either party to the contract may request a revised contract consideration to the stipulated bid unit prices that may be affected by the change. After agreement is reached by the Town and contractor on revised unit prices, a change order will be issued reflecting these changes. The re-negotiated unit prices will be based on the original contract unit prices with additions or subtractions indicated so as to justify the new unit price to the satisfaction of the Town. The revised unit prices will be applied only to that portion of the project in which the scope has been changed, in accordance with this article, and shall not be applied to any of the quantities of the original bid. An example of such a change may be the addition to or deletion of the originally stated project areas.

All of the above requirements shall be carried out in accordance with the provisions of the Trumbull Code, Article II, Purchasing, Section 23-18.4, Contracts.

70. FIELD OFFICE

Not applicable for this project.

71. COORDINATION OF PLANS/SPECIFICATIONS

Any requirement on the plans or in these Specifications, Special Notes/Provisions shall be equally binding on the Contractor.

In case of conflict, the plans shall take precedence over the Specifications. Special Notes/Provisions shall take precedence over plans and Specifications.

72. NO PAYMENT

Unless otherwise provided for by a specific Contract Item, no separate payment shall be made for any of the requirements as described in the above General Specifications, but shall be deemed included in the total bid price for all the work in this Contract.

73. NOISE

The Contractor will be required to limit noise operations pursuant to Town of Trumbull Charter Chapter 164 -1 to and including Chapter 164 -13