EQUIPMENT PROCUREMENT SPECIFICATIONS AND CONTRACT DOCUMENTS

RAPID CITY REGIONAL AIRPORT
TERMINAL EXPANSION AND RENOVATION
EARLY EQUIPMENT PACKAGE
PROJECT 1

RAPID CITY, SOUTH DAKOTA

AIRPORT PROJECT NO. 24-5322

MEAD & HUNT PROJECT NUMBER
R3052900 – 211857.01

VOLUME 1 OF 1

ISSUED FOR BID - NOVEMBER 30, 2024

Mead & Hunt

SEALS PAGE

DESIGN PROFESSIONALS OF RECORD

Heating, Ventilation, and Air Conditioning (HVAC) Engineering

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and responsible charge. I am a duly licensed Professional Engineer under the laws of the State of Sout Dakota. November 8, 2024 (Signature) (Date) Roger Porter Printed or typed name License Number 9210 Pages or sheets covered by this seal. Drawings: All “M” Series. Specifications: Division 23

Electrical Engineering

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and responsible charge. I am a duly licensed Professional Engineer under the laws of the State of Sout Dakota. November 8, 2024 (Signature) (Date) John Hudock Printed or typed name License Number 14906 Pages or sheets covered by this seal. Drawings: All “E” Series. Specifications: Division 26

Intentionally Left Blank

RAPID CITY REGIONAL AIRPORT TERMINAL EXPANSION AND RENOVATION
EARLY EQUIPMENT PACKAGE

TABLE OF CONTENTS

RAPID CITY REGIONAL AIRPORT TERMINAL EXPANSION AND RENOVATION
EARLY EQUIPMENT PACKAGE

Facility Construction Subgroup

END OF TABLE OF CONTENTS

DIVISION 1

ADVERTISEMENT FOR BIDS

Rapid City Regional Airport

Rapid City, South Dakota

Airport Project No. 24-5322

Project Name: Terminal Expansion and Renovation Early Equipment Procurement

Bid Date:January 16, 2025 at 2:00 PM Local Time

Sealed bids, subject to the conditions contained herein, for improvements to the Rapid City Regional Airport, Rapid City, South Dakota, AIP Project No. 24-5322 will be received by the Rapid City Regional Airport Board 4550 Terminal Road - Suite 102, Rapid City, South Dakota, 57703, until 2:00 PM local time on January 16, 2025, and then publicly opened and read aloud.

Project work consists of but is not limited to the following:

> Terminal Expansion and Renovation Early Equipment Procurement will consist of the procurement of electrical switchgear, backup generator, cooling towers and chillers.

Equipment delivery shall be completed by August 1, 2026 for all bid schedules.

Contract Documents. The complete set of Plans, Specifications, and Contract Documents may be downloaded for a fee of $25 at www.questcdn.com #9422119. Those wishing to download the bidding documents electronically, do so at their own risk for completeness of the bidding documents. Mead & Hunt, Inc. shall, upon request, furnish at least one copy of the plans and specifications in electronic format, without charge, to each contractor resident in South Dakota who intends, in good faith, to bid upon the public improvement.

Bidding. Each bid in the amount of $100,000.00 or more, shall contain a certified check or a cashier's check, for five percent (5%) of the amount of the highest overall bid sum. Such check shall be certified or issued by either a state or a national bank and payable to the purchasing agency or to an officer of the *Rapid City Regional Airport Board* letting the contract and inviting bids. In lieu of a check, a bid may contain a bid bond for ten percent (10%) of the amount of the bid. Such bond to be issued by a surety authorized to do business in the State of South Dakota payable to the *Rapid City Regional Airport Board*, as a guaranty that the bidder will enter into a contract with the *Rapid City Regional Airport Board*, its board or officers thereof, in accordance with the terms of the letting and bid in case the bidder be awarded the contract.

Civil Rights - Title VI Assurances. The Rapid City Regional Airport Board, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no business will be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	3.4%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated

starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Pennington County, Rapid City, South Dakota.

Any questions regarding bids are to be directed to:

Mead & Hunt, Inc.
Address: 2440 Deming Way, Middleton, WI 53562
Phone: 952.358.3768

Advertised on: December 7, 2024
December 14, 2024

Intentionally Left Blank

INSTRUCTIONS TO BIDDERS FOR PROCUREMENT CONTRACTS

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS FOR PROCUREMENT CONTRACT

ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below.

A. *Issuing Office*—The office from which the Procurement Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2—PROCUREMENT BIDDING DOCUMENTS

2.01 Bidder may obtain complete sets of the Procurement Bidding Documents, in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid, from the Issuing Office. The deposit will not be refunded to each document holder of record. Bidders must obtain a complete set of the Procurement Contract Documents as listed in the Procurement Agreement.

2.02 Bidder must use a complete set of the Procurement Bidding Documents in preparing the Bid; neither Buyer nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Procurement Bidding Documents.

2.03 Buyer and Engineer make copies of Procurement Bidding Documents available on the above terms only for obtaining Bids for furnishing Goods and Special Services, and do not authorize or confer a license for any other use.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 Buyer may at any time conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder, and after the opening of Bids may require a Bidder to submit documentation of its qualifications, including but not limited to financial data and documentation of previous experience providing goods and services comparable to the specified Goods and Special Services.

3.02 Bidder is to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

3.03 Bidder shall submit a qualifications statement with the Bid, including financial data and documentation of previous experience providing comparable goods and services, to demonstrate Bidder's qualifications to furnish the specified Goods and Special Services.

ARTICLE 4—SITE VISIT; PRE-BID CONFERENCE

4.01 Buyer recommends that Bidder visit the Point of Destination and the site where the Goods are to be installed and Special Services will be provided, taking into account observable local and site conditions that may affect the delivery, cost, progress, and furnishing of the Goods and Special Services. Arrangements for such a visit may be made through Engineer.

4.02 A pre-bid conference will not be held for this procurement.

4.03 Interpretations or clarifications considered necessary by Engineer in response to questions arising will be issued by Addenda delivered to all parties recorded by Engineer as having received the

Procurement Bidding Documents. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid, and will not be binding or legally effective.

ARTICLE 5—INTERPRETATIONS AND ADDENDA

5.01 All questions about the meaning or intent of the Procurement Bidding Documents are to be submitted to Engineer in writing at:

Michael Meehan, AIA, LEED AP

Senior Project Manager – Architecture

Email: Michael.Meehan@meadhunt.com

5.02 Interpretations or clarifications considered necessary by Engineer in response to such written questions will be issued by Addenda mailed or delivered to all parties recorded as having received the Procurement Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids will not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid, and will not be binding or legally effective.

5.03 Addenda may be issued to clarify, correct, or change the Procurement Bidding Documents as deemed advisable by Buyer or Engineer.

ARTICLE 6—BID SECURITY

6.01 A Bid must be accompanied by Bid security made payable to Buyer. Each bid in the amount of $100,000.00(determined by adding the base bid and all alternates) or more, shall contain a certified check or a cashier's check, for five percent (5%) of the amount of the highest overall bid sum. Such check shall be certified or issued by either a state or a national bank and payable to the purchasing agency or to an officer of the Rapid City Regional Airport Board letting the contract and inviting bids. In lieu of a check, a bid may contain a bid bond for ten percent (10%) of the amount of the bid. Such bond to be issued by a surety authorized to do business in the State of South Dakota payable to the Rapid City Regional Airport Board, as a guaranty that the bidder will enter into a contract with the Rapid City Regional Airport Board, its board or officers thereof, in accordance with the terms of the letting and bid in case the bidder be awarded the contract. The form of a Bid bond issued by a surety meeting the requirements of Paragraph 5.01 of the General Conditions. Such Bid bond will be issued in the form included in the Procurement Bidding Documents.

6.02 The Bid security of the apparent Successful Bidder will be retained until Buyer (Project Owner) awards the Procurement Contract to such Bidder, and such Bidder has executed the Procurement Contract, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Procurement Contract and furnish the required contract security within 15 days after the Notice of Award, Buyer (Project Owner) may consider Bidder to be in default and annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a

penal sum bid bond, and to the extent of Buyer's damages in the case of a damages-form bond. Such forfeiture will be Buyer's exclusive remedy if Bidder defaults.

6.03 The Bid security of other Bidders that Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of 7 days after the Effective Date of the Procurement Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

6.04 Bid security of other Bidders that Buyer believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 7—PROCUREMENT CONTRACT TIMES

7.01 See applicable provisions in the Procurement Agreement.

ARTICLE 8—LIQUIDATED DAMAGES

8.01 Any provisions for liquidated damages, such as those for Seller's failure to attain a specified Milestone such as the delivery of the Goods, are set forth in the Procurement Agreement.

ARTICLE 9—CONFIDENTIALITY OF BID INFORMATION

9.01 Confidential information is information in the Bid, or in documents submitted by Bidder with the Bid or submitted subsequent to the opening of Bids in support of the Bid, that Bidder clearly and prominently labels in writing to be a trade secret, proprietary, or confidential. Bids will be opened and accompanying documents, if any, will be maintained in a manner that endeavors to avoid disclosing confidential information to third parties, to the extent allowed by Laws and Regulations.

9.02 Bidder shall clearly and prominently mark confidential information with the word "CONFIDENTIAL" on each page or sheet or on the cover of bound documents. Place "CONFIDENTIAL" stamps or watermarks so that they do not obscure any of the required information on the document, either in the original or in a way that would obscure any of the required information in a photocopy of the document.

9.03 If Buyer is requested to disclose confidential information, becomes legally compelled to disclose confidential information, or is required by a regulatory body, governing agency, or controlling authority to disclose confidential information, or make any other disclosure that is prohibited or otherwise constrained by these Procurement Bidding Requirements, Buyer will provide Bidder with prompt notice so Bidder may seek a protective order or other appropriate remedy. Bidder will be solely responsible for submitting to the regulatory body, governing agency, or controlling authority any arguments, briefs, memoranda, motions, authorities, or other information in opposition to disclosure.

9.04 Buyer's obligations with respect to confidential information are nullified by the following exceptions:

A. Confidential information becomes a part of the public domain through publication or otherwise, through no fault of the Buyer;

B. Buyer can demonstrate through suitable documentation that the confidential information was already in the Buyer's possession, and not previously marked as confidential, or was otherwise publicly available prior to the date of Bid submittal;

C. The confidential information is subsequently and independently disclosed to the Buyer by a third party who has a lawful right to disclose such information;

D. Buyer concludes in good faith that the information is not confidential, or that disclosure is required or justified; or

E. Buyer is required to disclose the confidential information by court order or by applicable Laws and Regulations.

9.05 Notwithstanding any other provision of the Procurement Bidding Documents, it is stipulated and agreed that by accepting a Bid, Buyer has not and does not waive its legal immunity (if any) from suit or liability.

ARTICLE 10—"OR-EQUAL" ITEMS

10.01 The Procurement Contract, if awarded, will be based on material and equipment specified in the Procurement Bidding Documents without consideration of possible "or-equal" items. Whenever it is specified or described in the Procurement Bidding Documents that an "or-equal" item of material or equipment may be furnished or used by Seller if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Procurement Contact. The procedure for submittal of any such application by Seller and consideration by Engineer is set forth in the General Conditions and may be supplemented in the Procurement Specifications.

ARTICLE 11—PREPARATION OF BID

11.01 The Bid Form is included with the Procurement Bidding Documents. Additional copies of Procurement Bidding Documents may be obtained from the Issuing Office.

11.02 All blanks on the Bid Form must be completed and the Bid Form must be signed by an individual authorized to act on behalf of the Bidder. Alterations must be initialed by an individual authorized to act on behalf of the Bidder. A Bid price must be indicated for each item in the Bid Form. In the case of optional alternates, the words "No Bid" may be entered.

11.03 Bidder must acknowledge all Addenda by filling in the number and date of each Addendum in the Bid Form and sign where indicated to verify that the Addenda were received. A Bid that does not acknowledge receipt of all Addenda may be considered non-responsive.

11.04 Bidder shall:

A. Sign the Bid Form as indicated in the Bid Form.

B. Include evidence of authority to sign.

C. Provide information on the individual to be contacted for any communications regarding the Bid.

D. Provide evidence of the Bidder's authority and qualification to do business in the locality of the Project, to the extent required, or indicate the ability to obtain such authority and qualification prior to award of the Procurement Contract.

11.05 The responsibilities of each Bidder submitting a Bid are described in the Bidder's representations and certifications set forth in Article 6 of the Bid Form.

ARTICLE 12—BASIS OF BID; COMPARISON OF BIDS

12.01 *Series of Lump Sums*

A. Bidder shall submit a Bid for each lump sum item as set forth on the Bid Form, and shall compute and enter the total of all lump sum items in the space provided on the Bid Form.

B. The apparent low Bid will be determined on the basis of the total of all lump sum items.

C. Discrepancies between the indicated sum of any column of figures and the arithmetically correct sum will be resolved in favor of the arithmetically correct sum.

ARTICLE 13—SUBMITTAL OF BID

13.01 Bidder shall refer to the advertisement for bids for specific identification of the date, time, and place where Bids are to be submitted.

13.02 Bidder must submit one separate unbound copy of the completed Bid Form, and, if required, the Bid Security and the other documents required to be submitted under the terms of Article 4 of the Bid Form.

13.03 A Bid must be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid. Submit the Bid in an envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and the name and address of Bidder. Enclose the Bid security and other documents required to be submitted with the Bid as listed in the Bid Form. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED."

ARTICLE 14—MODIFICATION OR WITHDRAWAL OF BID

14.01 A Bid may be modified or withdrawn by a document duly signed in the same manner that a Bid must be signed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

14.02 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned.

ARTICLE 15—OPENING OF BIDS

15.01 Bids will be publicly opened at the time and place indicated in the advertisement or invitation to bid and read aloud, unless obviously non-responsive. An abstract of the amounts of the Base Bids and Alternate Bids, if any, will be made available to Bidders after Bids have been opened and reviewed by the Buyer.

ARTICLE 16—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

16.01 All Bids will remain subject to acceptance for the period stated in the Bid Form, but Buyer may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 17—EVALUATION OF BIDS AND AWARD OF PROCUREMENT CONTRACT

17.01 Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services.

17.02 Buyer will reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to not be responsible.

17.03 In evaluating Bids, Buyer will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award.

17.04 If Buyer awards the Procurement Contract, such award will be to the responsible Bidder submitting the lowest responsive Bid.

ARTICLE 18—BONDS AND INSURANCE

18.01 Article 5 of the General Conditions and Article 5 of the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the signed Procurement Agreement to Buyer, it must be accompanied by such bonds and acceptable evidence of insurance.

ARTICLE 19—SIGNING OF PROCUREMENT AGREEMENT

19.01 When Buyer issues a Notice of Award to the Successful Bidder, it will be accompanied by the unsigned counterparts of the Procurement Agreement along with the other Procurement Contract Documents identified in the Procurement Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Procurement Agreement and any bonds and insurance documentation required to be delivered by the Procurement Contract Documents to Buyer. Within 10 days thereafter, Buyer will deliver one fully executed counterpart of the Procurement Agreement to Successful Bidder, together with printed and electronic copies of the Procurement Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 20—SALES AND USE TAXES

20.01 The successful bidder shall provide proof of a South Dakota Contractor's Excise Tax License in connection with the award of a Contract per South Dakota Codified Law 5-18-17.

ARTICLE 21—RESIDENT BIDDER REFERRED

21.01 A resident Bidder shall be allowed a preference on a contract against the bid of any Bidder from any other state or foreign province that enforces or has a preference for resident Bidders. The amount of the preference given to the resident Bidder shall be equal to the preference in the other state or foreign province.

ARTICLE 22—PROHIBITED ENTITY CERTIFICATION – SOUTH DAKOTA CODIFIED LAW 5-18A-1(19A)

22.01 The Bidder must submit a Certification of Prohibited Entity Status with its bid that certifies that the Bidder is not a Prohibited Entity as defined in South Dakota Codified Law 5-18A-1(19A), defined as a company or organization which is ultimately owned or controlled by a foreign parent entity or the government of the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela. This Certification shall be provided in a form acceptable to the Project Owner. A Bidder shall provide any information requested by the Project Owner to verify the certification, upon request; however the Project Owner may rely on the certification without conducting any further investigative research or inquiry.

ARTICLE 23—BID PROTEST PROCEDURES

23.01 Any bidder may protest the award of a contract. The protest must be submitted in writing to the Engineer responsible for the contract or solicitation within five calendar days after the bids are read.

23.02 If a contract has been awarded, the Engineer shall give notice of such protest within 24 hours to the awarded Bidder. In the case of a pending award, a stay of award may be requested. A stay may be granted unless a written determination is made that the award of the contract without delay is necessary to protect the interests of the Project Owner.

23.03 The protest must contain the following:

A. Name, address, phone number and email of the protestor.

B. A concise statement of all the material facts alleged and of all of the rules, regulations, statutes, and legal provisions entitling the protestor relief.

C. A statement indicating the relief to which the protestor deems they are entitled.

D. A statement indicating the relief to which the protestor deems they are entitled.

E. All other information as the protestor deems to be material to the issue.

23.04 If the protest cannot be resolved by mutual agreement within seven calendar days after receipt, the Engineer responsible for the contract or solicitation shall within 24 hours, send by certified mail the final decision and the basis for the decision to the protestor.

23.05 The protestor may appeal the decision to the Rapid City Regional Airport Board within five business days of receipt of the final decision. Decisions of the Rapid City Regional Airport Board shall be final and subject to review or appeal by appropriate court action, or in some instances by proceedings before federal administrative agencies, in accordance with applicable law. No new facts or issues will be considered by the reviewing court or agency.

23.06 A Bidder's failure to follow the bid protest procedures constitutes a waiver of protest and resulting claims.

BID DOCUMENTS

BIDDER'S CHECK LIST

Bidder's attention is called to the following forms, which must be executed in full as required with the bid:

- ☐ CONTRACT PROPOSAL: Each bidder shall complete the contract proposal in its entirety and sign.
- ☐ BID SCHEDULE: Each bidder shall complete the bid schedule in its entirety. Prices in the bid schedule must be shown in the spaces provided and must be expressed in both words and figures, if applicable. Where conflict occurs, written or typed words shall prevail.
- ☐ ADDENDA: Each bidder shall acknowledge receipt of all addendum on the contract proposal.
- ☐ EQUAL OPPORTUNITY REPORT STATEMENT: Each bidder shall check the appropriate boxes, sign, and date the form provided in Division2.
- ☐ BID GUARANTEE: A certified check or a cashier's check, for five percent (5%) issued by either a state or a national bank; or a bid bond for ten percent (10%) in the amount of the total bid, including any alternates.
- ☐ CERTIFICATION OF PROHIBITED ENTITY STATUS - SDCL 5-18A-51: Each bidder shall complete the form, located in Division 2, in its entirety.

Intentionally Left Blank

BID FORM FOR PROCUREMENT CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

1.01 This Bid is submitted to:

Rapid City Regional Airport

4550 Terminal Road – Suite 102

Rapid City, South Dakota 57703

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents.

ARTICLE 2—BASIS OF BID

2.01 *Lump Sum Bids*

A. Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Procurement Contract Price(s):

1. Lump Sum Bid Price

Division 23000 Mechanical Equipment Lump Sum Bid Price	$
Division 26000 Electrical Equipment Lump Sum Bid Price	$
TOTAL LUMP SUM BID PRICE	***$***

ARTICLE 3—TIME OF COMPLETION

3.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule of Procurement Contract Times set forth in Article 2 of the Procurement Agreement.

3.02 Bidder accepts the provisions of the Procurement Agreement as to liquidated damages.

ARTICLE 4—ATTACHMENTS TO THIS BID

4.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form prescribed in the Instructions to Bidders.

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.

C. Provide proof of a South Dakota Contractor's Excise Tax License in connection with the award of a Contract per South Dakota Codified Law 5-18-17

ARTICLE 5—BIDDER'S ACKNOWLEDGMENTS

5.01 Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer.

5.02 Bidder has examined and carefully studied the Procurement Bidding Documents, the related data identified in the Procurement Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents that:

1. Bidder has examined and carefully studied the Procurement Contract Documents.

2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Bidder's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.

3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.

4. Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.

5. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.

6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.

7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Requirements, that without exception the Bid (including all Bid prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

6.02 *Bidder's Certifications*

A. Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:

a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

This Bid is offered by:

Bidder:

_____

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

(If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

License No.: _____

Classification: _____

Limitation: _____

EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT

Each bidder shall complete and sign the Equal Employment Opportunity Report Statement. A bid may be considered unresponsive and may be rejected, in the Owner's sole discretion, if the bidder fails to provide the fully executed statement or fails to furnish the required data. The bidder shall also, prior to award, furnish such other pertinent information regarding its own employment policies and practices as well as those of its proposed subcontractors as the FAA, the Owner, or the Executive Vice Chairman of the President's Committee may require.

The bidder shall furnish similar statements executed by each of its first-tier and second-tier subcontractors and shall obtain similar compliance by each subcontractor, before awarding subcontracts. No subcontract shall be awarded to any non-complying subcontractor.

EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT

As Required in 41 CFR 60-1.7(b)

The bidder shall complete the following statements by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of the bid:

1. The Bidder has ___ has not ___ developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.

2. The Bidder has ___ has not ___ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive order 11246, as amended.

3. The Bidder has ___ has not ___ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).

4. The Bidder Does ___ does not ___ employ fifty or more employees.

Date: _____

_____
Company

_____
Authorized Agent (print)

_____
Signature of Authorized Agent

Intentionally Left Blank

CERTIFICATION OF PROHIBITED ENTITY STATUS - SDCL 5-18A-51

South Dakota Codified Law 5-18A-1(19A) defines "Prohibited Entity" as follows:

"[A]n organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled by:

(a) A foreign parent entity from the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela; or

(b) The government of the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

A prohibited entity does not include a citizen or legal permanent resident of the United States, or an individual foreign national;

The undersigned hereby certifies the following:

1. I am an authorized representative and agent of (“Bidder”);
2. Check one:

____ Bidder is not a Prohibited Entity as defined by SDCL 5-18A-1(19A); or

___ Bidder is a Prohibited Entity pursuant to SDCL 5-18A-1(19A) but grounds for waiver exist pursuant to SDCL 5-18A-52. *If marking this option, provide the basis for the requested grounds for waiver.*

3. I understand that a Bidder who becomes a Prohibited Entity, as defined above, at any time after making this certification that it is not a Prohibited Entity, Bidder must provide written notice to the City, who may terminate the contract.

4. I understand that the City of Rapid City has the right to terminate a contract with any contractor who submits a false certification, and that any bidder who submits a false certification may be subject to suspension or debarment under SDCL 5-18D-12.

Dated this _____ day of _____, 20___.

_____
(Contractor Business Name)
By: _____
Printed name:
Title: _____

Intentionally Left Blank

AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

This Procurement Agreement is by and between **the Rapid City Regional Airport** ("Buyer") and **_____**("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 *Goods and Special Services*

A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows:

Terminal Building Heating, Ventilating and Air Conditioning (HVAC) and Electrical Equipment.

1.02 *The Project*

A. The Project, of which the Goods and Special Services are a part, is generally described as follows:

Rapid City Regional Airport Terminal Expansion and Renovation
Early Equipment Package

1.03 *Engineer*

A. Buyer has retained Mead and Hunt, Inc. ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

1.04 *Point of Destination*

A. The Point of Destination is designated as:

Rapid City Regional Airport
4550 Terminal Road
Rapid City, South Dakota 57703

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 *Time of the Essence*

A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes
Submit Shop Drawings		30 days following the execution of the Agreement Between Buyer and Seller
Deliver acceptable Goods to Point of Destination	August 1, 2026	

2.03 *Shop Drawings and Samples*

A. *Submittal of Shop Drawings and Samples*: Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.

B. *Engineer's Review*: It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within fourteen (14) days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer $ 1,000.00 for each calendar day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 *Procurement Contract Price and Total Price*

A. The Procurement Contract Price is comprised of the Lump Sum and Unit Price amounts set forth in the following paragraphs.

B. Buyer shall pay Seller a Lump Sum of $_____for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the Procurement Contract Documents. Such Lump Sum amount accounts for the following Buyer-accepted alternates: Not Applicable.

ARTICLE 4—PAYMENT PROCEDURES

4.01 *Submittal and Processing of Applications for Payment*

A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
1. Receipt of Approval of Shop Drawings and Samples	5
2. Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents	90
3. Final Payment: Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents	5
Total Procurement Contract Price (Lump Sum)	100

B. For Unit Price Goods and Special Services, if any, or for payments owed to Seller as a result of authorizations by Buyer under the Buyer's Contingency Allowance (if any), Seller shall submit a separate Application for Payment, no more frequently than monthly, that states (1) the actual quantities of such Unit Price Goods and Special Services that have been furnished, and the applicable unit prices; and (2) the services or items performed or furnished under the Buyer's Contingency Allowance, and the amounts owed. If practical, and at Seller's option, Seller may apply for such unit price and Buyer's Contingency Allowance payments in a separate section of an Application for Payment submitted under Paragraph 4.02.A for lump sum items.

C. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

4.03 *Interest*

A. All amounts not paid when due will bear interest as the rate of zero percent per annum.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary

in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

6.01 *List of Procurement Contract Documents*

A. The Procurement Contract Documents consist of the following:

1. This Procurement Agreement.
2. General Conditions of the Procurement Contract.
3. Supplementary Conditions of the Procurement Contract.
4. Procurement Specifications as listed in the Procurement Specifications table of contents.
5. Procurement Drawings (not attached but incorporated by reference):
    a. Sheet Number E-700 bearing the general title: One-Line Diagram.
6. Addenda Numbers **[list those Addenda that are Procurement Contract Documents]**.
7. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
8. Exhibits to this Procurement Agreement (enumerated as follows):
    a. Exhibit A, Assignment of Contract, Consent to Assignment, and Acceptance of Assignment.
    b. Exhibit B, Surety's Consent to Assignment.
    c. Documentation submitted by Seller **[identify]**; and
    d. **[Other Exhibits]**.
9. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
    a. Change Orders;
    b. Change Directives; and
    c. Field Orders.

B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).

C. There are no Procurement Contract Documents other than those listed above.

D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Seller's Representations*

A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:

1. Seller has examined and carefully studied the Procurement Contract Documents.

2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.

3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.

4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.

5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.

6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.

7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 *Seller's Certifications*

A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

ARTICLE 8—CONFIDENTIALITY

8.01 *Confidential Information*

A. Confidential information is information in documents submitted by Seller that Seller clearly and prominently labels in writing to be a trade secret, proprietary, or confidential. Such documents, if any, will be maintained in a manner that endeavors to avoid disclosing confidential information to third parties, to the extent allowed by Laws and Regulations.

B. Seller shall clearly and prominently mark confidential information with the word "CONFIDENTIAL" on each page or sheet or on the cover of bound documents. Place "CONFIDENTIAL" stamps or watermarks so that they do not obscure any of the required information on the document, either in the original or in a way that would obscure any of the required information in a photocopy of the document.

8.02 *Disclosure of Confidential Information*

A. If Buyer is requested to disclose confidential information, or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, public information requests, or other requests under Laws and Regulations) to disclose confidential information, or is required by a regulatory body, governing agency, or controlling authority to disclose confidential information, or make any other disclosure that is prohibited or otherwise constrained by the Procurement Contract, Buyer will provide Seller with prompt notice so Seller may seek an appropriate protective order or other remedy. Seller will be solely responsible for submitting to the regulatory body, governing agency, or controlling authority any arguments, briefs, memoranda, motions, authorities, or other information in opposition to disclosure.

B. Buyer's obligations with respect to confidential information are nullified by the following exceptions:

1. Confidential information becomes a part of the public domain through publication or otherwise, through no fault of the Buyer;

2. Buyer can demonstrate through suitable documentation that the confidential information was already in the Buyer's possession, and not previously marked as confidential, or was otherwise publicly available prior to the Effective Date of the Procurement Contract;

3. The confidential information is subsequently and independently disclosed to the Buyer by a third party who has a lawful right to disclose such information;

4. Buyer has a good faith belief that disclosure is required or justified; or

5. Buyer is required to disclose the confidential information by court order or by applicable Laws and Regulations.

8.03 *Waiver of Immunity*

A. Notwithstanding any other provision of the Procurement Contract, it is stipulated and agreed that by accepting confidential information, Buyer has not and does not waive its legal immunity (if any) from suit or liability.

ARTICLE 9—MUTUAL WAIVER

9.01 *Mutual Waiver of Consequential Damages*

A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is **[date to be inserted at the time of execution]**.

Buyer	Seller
_____ *(typed or printed name of organization)*	_____ *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)* *(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
Designated Representative:	Designated Representative:
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: _____	Phone: _____
Email: _____ *(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	Email: _____

PERFORMANCE BOND FOR PROCUREMENT CONTRACT

Seller Name: **[Full formal name of Seller]** Address *(principal place of business)*: **[Address of Seller's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Buyer Name: **Rapid City Regional Airport** Mailing address *(principal place of business)*: **4550 Terminal Road** **Suite 2** **Rapid City, South Dakota 57703**	**Procurement Contract** Description *(name and location)*: **Rapid City Regional Airport Terminal Expansion and Renovation** **Early Equipment Package** Procurement Contract Price: **[Amount, from Proc. Contract]** Effective Date of Procurement Contract: **[Date, from Proc. Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Procurement Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 15

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Seller as Principal	Surety
_____ *(Full formal name of Seller)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Seller, Surety, Buyer, or other party is considered plural where applicable.

1. The Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Buyer for the performance of the Procurement Contract, which is incorporated herein by reference.

2. If the Seller performs the Procurement Contract, the Surety and the Seller shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Buyer Default under the Procurement Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Buyer first provides notice to the Seller and the Surety that the Buyer is considering declaring a Seller Default. Such notice may indicate whether the Buyer is requesting a conference among the Buyer, Seller, and Surety to discuss the Seller's performance. If the Buyer does not request a conference, the Surety may, within five (5) business days after receipt of the Buyer's notice, request such a conference. If the Surety timely requests a conference, the Buyer shall attend. Unless the Buyer agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Buyer's notice. If the Buyer, the Seller, and the Surety agree, the Seller shall be allowed a reasonable time to perform the Procurement Contract, but such an agreement does not waive the Buyer's right, if any, subsequently to declare a Seller Default;

    3.2. The Buyer declares a Seller Default, terminates the Procurement Contract, and notifies the Surety; and

    3.3. The Buyer has agreed to pay the Balance of the Procurement Contract Price in accordance with the terms of the Procurement Contract to the Surety or to a seller selected to perform the Procurement Contract.

4. Failure on the part of the Buyer to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Buyer has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Seller, with the consent of the Buyer, to perform and complete the Procurement Contract;

    5.2. Undertake to perform and complete the Procurement Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified sellers acceptable to the Buyer for a contract for performance and completion of the Procurement Contract, arrange for a contract to be prepared for execution by the Buyer and a seller selected with the Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Procurement Contract, and pay to the Buyer the amount of damages as described in Paragraph 7 in excess of the Balance of the Procurement Contract Price incurred by the Buyer as a result of the Seller Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances:

5.4.1. After investigation, determine the amount for which Surety may be liable to the Buyer and, as soon as practicable after the amount is determined, make payment to the Buyer; or

5.4.2. Deny liability in whole or in part and notify the Buyer, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Buyer to the Surety demanding that the Surety perform its obligations under this Bond, and the Buyer shall be entitled to enforce any remedy available to the Buyer. If the Surety proceeds as provided in Paragraph 5.4, and the Buyer refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Buyer shall be entitled to enforce any remedy available to the Buyer.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Buyer will not be greater than those of the Seller under the Procurement Contract, and the responsibilities of the Buyer to the Surety will not be greater than those of the Buyer under the Procurement Contract. Subject to the commitment by the Buyer to pay the Balance of the Procurement Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Seller for correction of defective or non-conforming Goods and Special Services, and completion of the Procurement Contract;

7.2. additional legal, design professional, and delay costs resulting from the Seller's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Procurement Contract, actual damages caused by delayed performance or non-performance of the Seller.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Buyer or others for obligations of the Seller that are unrelated to the Procurement Contract, and the Balance of the Procurement Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Buyer or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Procurement Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction where the Point of Destination is located and must be instituted within two years after a declaration of Seller Default, or within two years after the Seller ceased working, or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Buyer, or the Seller must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Point of Destination, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Procurement Contract Price*—The total amount payable by the Buyer to the Seller under the Procurement Contract after all proper adjustments have been made including allowance for the Seller for any amounts received or to be received by the Buyer in settlement of insurance or other claims for damages to which the Seller is entitled, reduced by all valid and proper payments made to or on behalf of the Seller under the Procurement Contract.

    14.2. *Buyer Default*—Failure of the Buyer, which has not been remedied or waived, to pay the Seller as required under the Procurement Contract or to perform and complete or comply with the other material terms of the Procurement Contract.

    14.3. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, as defined in the Procurement Contract.

    14.4. *Point of Destination*—The location where delivery of the Goods shall be made, as stated in the Procurement Contract.

    14.5. *Procurement Contract*—The contractual agreement between the Buyer and Seller identified on the cover page, including all Procurement Contract Documents and changes made to the Procurement Contract.

    14.6. *Seller Default*—Failure of the Seller, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Procurement Contract.

    14.7. *Procurement Contract Documents*—All the documents that comprise the contractual agreement between the Buyer and Seller.

15. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

PAYMENT BOND FOR PROCUREMENT CONTRACT

Seller Name: **[Full formal name of Seller]** Address *(principal place of business)*: **[Address of Seller's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Buyer Name: **Rapid City Regional Airport** Mailing address *(principal place of business)*: **4550 Terminal Road** **Suite 2** **Rapid City, South Dakota 57703**	**Procurement Contract** Description *(name and location)*: **[Buyer's project/contract name, and location of the Point of Destination]** Procurement Contract Price: **[Amount, from Proc. Contract]** Effective Date of Procurement Contract: **[Date, from Proc. Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Procurement Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 17

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Seller as Principal	Surety
_____ *(Full formal name of Seller)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Seller, Surety, Buyer, or other party is considered plural where applicable.

1. The Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Buyer to pay for labor, materials, and equipment furnished for use in the performance of the Procurement Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Seller promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Buyer from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Procurement Contract, then the Surety and the Seller shall have no obligation under this Bond.

3. If there is no Buyer Default under the Procurement Contract, the Surety's obligation to the Buyer under this Bond will arise after the Buyer has promptly notified the Seller and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Buyer or the Buyer's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Procurement Contract, and tendered defense of such claims, demands, liens, or suits to the Seller and the Surety.

4. When the Buyer has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Buyer against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Seller

        5.1.1. have furnished a written notice of non-payment to the Seller, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Seller have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Buyer to the Seller, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Buyer, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Seller may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Buyer to the Seller under the Procurement Contract will be used for the performance of the Procurement Contract and to satisfy claims, if any, under any procurement performance bond. By the Seller furnishing and the Buyer accepting this Bond, they agree that all funds earned by the Seller in the performance of the Procurement Contract are dedicated to satisfying obligations of the Seller and Surety under this Bond, subject to the Buyer's priority to use the funds for the completion of the Goods and Special Services.

10. The Surety shall not be liable to the Buyer, Claimants, or others for obligations of the Seller that are unrelated to the Procurement Contract. The Buyer shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Procurement Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the Point of Destination is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Procurement Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Buyer, or the Seller must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement where the Point of Destination is located, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Seller and Buyer shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Buyer Default*—Failure of the Buyer, which has not been remedied or waived, to pay the Seller as required under the Procurement Contract or to perform and complete or comply with the other material terms of the Procurement Contract.

    16.2. *Claim*—A written statement by the Claimant including at a minimum:

        16.2.1. The name of the Claimant;

        16.2.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.2.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Procurement Contract;

16.2.4. A brief description of the labor, materials, or equipment furnished;

16.2.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Procurement Contract;

16.2.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.2.7. The total amount of previous payments received by the Claimant; and

16.2.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.3. *Claimant*—An individual or entity having a direct contract with the Seller or with a subcontractor of the Seller to furnish labor, materials, or equipment for use in the performance of the Procurement Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Point of Destination is located or where the Goods and Special Services are to be installed or furnished. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Procurement Contract, architectural and engineering services required for performance of the work of the Seller and the Seller's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.4. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, as defined in the Procurement Contract.

16.5. *Point of Destination*—The location where delivery of the Goods shall be made, as stated in the Procurement Contract.

16.6. *Procurement Contract*—The contractual agreement between the Buyer and Seller identified on the cover page, including all Procurement Contract Documents and all changes made to the Procurement Contract.

16.7. *Procurement Contract Documents*—All the documents that comprise the contractual agreement between the Buyer and Seller.

17. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

NOTICE OF AWARD

TO: _____ DATE: _____

_____

_____

The Rapid City Regional Airport Board, having considered the Contract Proposals submitted for improvements to the Rapid City Regional Airport, Airport Project No. 24-5322, and it appearing that your Contract Proposal of _____ Dollars ($_____) for Terminal Expansion and Renovation Early Equipment Procurement is fair, equitable and in the best interest of the Rapid City Regional Airport Board and having authorized the work to be performed, the said Contract Proposal is hereby accepted at the bid prices contained therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance Bond and Payment Bond within 10 consecutive calendar days from and including the date of this notice.

The Bid Bond submitted with your Contract Proposal will be returned upon execution of the Contract Agreement and the furnishing of the Performance Bond and Payment Bond. In the event that you should fail to execute the Contract Agreement and furnish the Performance Bond and Payment Bond, within the time specified, the Bid Bond will be forfeited to the Rapid City Regional Airport Board.

This Award is subject to the concurrence of the Federal Aviation Administration.

Rapid City Regional Airport Board

Rapid City Regional Airport

Rapid City, South Dakota

By: _____
Contract Authorized Representative

_____
Name and Title

_____
Date

Intentionally Left Blank

NOTICE TO PROCEED

TO: _____ DATE: _____

_____

_____

You are hereby authorized to proceed on this date, _____ with the improvements to the Rapid City Regional Airport, Airport Project No. 24-5322, for Terminal Expansion and Renovation Early Equipment Procurement in accordance with the terms of the Contract Documents and your Contract Proposal. The work shall begin no later than ten calendar days after the date of this notice.

Rapid City Regional Airport Board

Rapid City Regional Airport

Rapid City, South Dakota

By: _____

Contract Authorized Representative

_____

Name and Title

_____

Date

Intentionally Left Blank

BUYER'S ACKNOWLEDGMENT OF RECEIPT OF GOODS

Buyer: Rapid City Regional Airport
Engineer: Mead and Hunt, Inc.
Seller:
Buyer's Project No.: 24-5322
Engineer's Project No.: 3052900 – 211857.01
Seller's Project No.:
Project: Rapid City Regional Airport Terminal Expansion and Renovation - Early Equipment Package
Contract Name: Rapid City Regional Airport Terminal Expansion and Renovation - Early Equipment Package

This Buyer's Acknowledgment of Receipt of Goods (Acknowledgment) applies to:

☐ All Goods ☐ The following specified portions of the Goods: **[Specify]**

Date of delivery of the Goods to the Point of Destination: **[Date]**

Date of Buyer's visual inspection of the Goods: **[Date]**

Date of this Acknowledgment: **[Date]**

Buyer acknowledges:

1. The Goods to which this notice applies have been delivered to the Point of Destination.
2. Buyer has visually inspected such Goods pursuant to Paragraph 9.02.B.1 of the General Conditions of the Procurement Contract.
3. Based on the visual inspection, such Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, subject to any exceptions and limitations in this Acknowledgment.
4. Such Goods are deemed received for purposes of Paragraph 9.02.B.2 of the General Conditions of the Procurement Contract.
5. Seller may submit its Application for Payment for the delivered Goods, subject to the terms of the Procurement Agreement.

Exceptions (if any) to this Acknowledgment: ☐ None ☐ As follows:

[List, if any, or indicate None]

The responsibilities between Buyer and Seller for securing and storing the Goods, maintaining the Goods during storage, and for furnishing the Special Services, shall be as provided in the Procurement Contract.

The following documents are attached to and made a part of this Acknowledgement:

[List, if any, or indicate None]

This Acknowledgment does not constitute an acceptance of any Goods not in conformance with the Procurement Contract Documents, nor is it a release of Seller's obligation to furnish all Goods and Special Services in accordance with the Procurement Contract.

	Buyer	**Engineer, on behalf of Buyer**
By (signature):		
Name (Printed):		
Title:		
Date:		

BUYER'S NOTICE REGARDING CONFORMITY OF GOODS AND SPECIAL SERVICES

Buyer: Rapid City Regional Airport
Buyer's Project No.: 24-5322
Engineer: Mead and Hunt, Inc.
Engineer's Project No.:
Seller:
Seller's Project No.:
Project: Rapid City Regional Airport Terminal Expansion and Renovation - Early Equipment Package
Contract Name: Rapid City Regional Airport Terminal Expansion and Renovation - Early Equipment Package
Notice Date:
Effective Date of the Procurement Contract:

Buyer hereby gives notice to Seller that, to the best of Buyer's knowledge, information, and belief, the Goods and Special Services:

☐ Are in conformance with the Procurement Contract Documents. Upon Seller's submittal of its final Application for Payment in accordance with the Procurement Contract Documents, Seller will be eligible for final payment, except as expressly indicated in the Procurement Contract.

☐ Are nonconforming with the Procurement Contract Documents for the following reason(s):

1. **[List reason(s) and clearly cite contractual provisions and factual circumstances of each]**

Seller's Special Services were completed on: **[fill in date]**

Buyer has consulted with and received Engineer's recommendation on conformity of the Goods and Special Services.

This Buyer's Notice Regarding Conformity of Goods and Special Services (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

[Edit the following to suit the specific procurement]

1. This Notice is expressly subject to the terms and conditions set forth in the Procurement Contract.
2. This Notice is not a guarantee or warranty of Seller's performance under the Procurement Contract, an acceptance of Goods and Special Services that are not in accordance with the related Procurement Contract Documents, including but not limited to nonconforming Goods and Special Services discovered after final inspection, nor an assumption of responsibility for any failure of Seller to furnish the Goods and Special Services thereunder in accordance with the Procurement Contract, or to otherwise comply with the Procurement Contract Documents or the terms of any special guarantees specified therein.
3. This Notice does not relieve Seller of any surviving obligations under the Procurement Contract and is subject to Buyer's reservations of rights with respect to completion and final payment.

Buyer

By (signature): _____ Name (Printed): _____

Date: _____ Title: _____

Intentionally Left Blank

STANDARD GENERAL CONDITIONS OF THE PROCUREMENT CONTRACT

TABLE OF CONTENTS

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Whenever used in the Procurement Bidding Requirements or Procurement Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Procurement Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Procurement Contract Documents.

2. *Application for Payment*—The document prepared by Seller, in a form acceptable to Buyer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Procurement Contract Documents.

3. *Bid*—An offer or proposal of a prospective Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.

4. *Bidder*—An individual or entity that, as a prospective Seller, submits a Bid to Buyer.

5. *Buyer*—The individual or entity purchasing the Goods and Special Services.

6. *Change Directive*—A written directive from Buyer to Seller issued on or after the Effective Date of the Procurement Contract, ordering an addition, deletion, or revision in the Goods and Special Services.

7. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Procurement Contract Documents or an adjustment in the Procurement Contract Price or the Procurement Contract Times, issued on or after the Effective Date of the Procurement Contract. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.

8. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Procurement Contract Price or Procurement Contract Times, or both, or other relief with respect to the terms of the Procurement Contract. A demand for money or services by a third party is not a Claim.

9. *Contractor/Assignee*—A construction contractor with which Project Owner enters into a construction contract, and to which Project Owner, as initial Buyer, assigns this Procurement Contract.

10. *Effective Date of the Procurement Contract*—The date indicated in the Procurement Agreement on which the Procurement Contract becomes effective.

11. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

12. *Electronic Means*—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: the transmission or communication of Electronic Documents; the documentation of transmissions, including sending and receipt; printing of the transmitted Electronic Document by the recipient; the storage and archiving of the Electronic Document by sender and recipient; and the use by recipient of the Electronic Document for purposes permitted by this Procurement Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

13. *Engineer*—The individual or entity designated as such in the Procurement Agreement.

14. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services, but which does not involve a change in the Procurement Contract Price or Procurement Contract Times.

15. *Goods*—The tangible and movable personal property that is described in the Procurement Contract Documents, regardless of whether the property is to be later attached to realty.

16. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.

17. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

18. *Milestone*—A principal event specified in the Procurement Contract that Seller must attain by the date or within the number of days indicated, including but not limited to the delivery of the Goods and the furnishing of Special Services.

19. *Notice of Award*—The written notice, by Buyer to a Bidder, of Buyer's acceptance of the Bid.

20. *Point of Destination*—The specific address of the location where delivery of the Goods will be made, as stated in the Procurement Agreement.

21. *Procurement Agreement*—The written instrument, executed by Buyer and Seller, that sets forth the Procurement Contract Price and Procurement Contract Times, identifies the parties and the Engineer, and designates the specific items that are Procurement Contract Documents.

22. *Procurement Bidding Documents*—The Procurement Bidding Requirements and the proposed Procurement Contract Documents (including all Addenda).

23. *Procurement Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.

24. *Procurement Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services.

25. *Procurement Contract Documents*—Those items so designated in the Procurement Agreement, and which together comprise the Procurement Contract. Shop Drawings and other Seller submittals are not Procurement Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.

26. *Procurement Contract Price*—The money that Buyer has agreed to pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.

27. *Procurement Contract Times*—The times stated in the Procurement Agreement by which the Goods must be delivered, Special Services must be furnished, and other Milestones must be attained.

28. *Procurement Drawings*—That part of the Procurement Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Procurement Drawings as so defined.

29. *Procurement Specifications*—That part of the Procurement Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.

30. *Project*—The total undertaking to be accomplished for Project Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Goods and Special Services are a part.

31. *Project Owner*—The entity that has retained (or will retain) engineers, contractors, and others for the planning, study, design, construction, testing, commissioning, and start-up of facilities and improvements. As of the Effective Date of the Procurement Contract, the Project Owner is the Buyer.

32. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.

33. *Schedule of Submittals*—A schedule, prepared and maintained by Seller, of required Submittals and the time requirements for Engineer's review of the Submittals.

34. *Seller*—The individual or entity furnishing the Goods and Special Services.

35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services. Shop Drawings, whether approved or not, are not Procurement Drawings and are not Procurement Contract Documents.

36. *Special Services*—Services to be performed by Seller (or its agents or subcontractors) in association with the Goods to be furnished by Seller, as required by the Procurement Contract Documents.

37. *Submittal*—A written or graphic document, prepared by or for Seller, which the Procurement Contract Documents require Seller to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals

may include Shop Drawings and Samples; schedules; product data; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or site quality-control testing and inspections; warranties and certifications; suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; record documents; and other such documents required by the Procurement Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Procurement Contract Documents. Change proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. *Successful Bidder*—The Bidder whose Bid the Buyer accepts, and to which Buyer makes an award of the Procurement Contract.

39. *Supplementary Conditions*—The part of the Procurement Contract that amends or supplements these General Conditions.

40. *Unit Price Goods and Special Services*—Goods and Special Services to be paid for on the basis of unit prices (if any).

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Procurement Contract Documents.

B. *Intent of Certain Terms or Adjectives*

1. The Procurement Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Procurement Contract Documents and conformance with the design concept of the completed Project as a functioning whole, as shown or indicated in the Procurement Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective will not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Procurement Contract Documents.

2. The word "non-conforming" when modifying the words "Goods and Special Services," "Goods," or "Special Services," refers to Goods and Special Services that are unsatisfactory, faulty, or deficient in that they:

a. do not conform to or comply with the requirements of the Procurement Contract Documents;

b. do not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Procurement Contract Documents; or

c. in the case of Special Services, have not been completed.

3. The word “receipt” when referring to the Goods, means the physical taking and possession by the Buyer under the conditions specified in Paragraph 9.02.B.2.

4. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

5. The word "furnish," when used in connection with the Goods and Special Services means to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Procurement Contract Documents.

C. *Procurement Contract Price or Procurement Contract Times*: References to a change in “Procurement Contract Price or Procurement Contract Times” or “Procurement Contract Times or Procurement Contract Price” or similar, indicate that such change applies to (1) Procurement Contract Price, (2) Procurement Contract Times, or (3) both Procurement Contract Price and Procurement Contract Times, as warranted, even if the term “or both” is not expressed.

D. Unless stated otherwise in the Procurement Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Procurement Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Seller delivers the executed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer the performance bond and payment bond (if the Procurement Contract requires Seller to furnish such bonds).

B. *Evidence of Seller’s Insurance*: When Seller delivers the signed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer, with copies to each additional insured (as identified in the Procurement Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Seller in accordance with Article 5. Evidence of insurance to be obtained at a later date, such as insurance relating to transit or storage of the Goods, will be provided to Buyer at the time of such insurance is obtained.

C. *Evidence of Buyer’s Insurance*: After receipt of the signed counterparts of the Procurement Agreement and all required bonds and insurance documentation, Buyer shall promptly deliver to Seller, with copies to each additional insured (as identified in the Procurement Contract), certificates and other evidence of insurance (if any) required to be provided by Buyer.

2.02 *Copies of Documents*

A. Buyer shall furnish to Seller four printed copies of the Procurement Contract (including one fully executed counterpart of the Procurement Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

2.03 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Procurement Contract, the Buyer, Seller, and Engineer may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Procurement Contract does not establish protocols for Electronic Means, then Buyer, Seller, and Engineer shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 *Preliminary Schedules*

A. Within 15 days after the Effective Date of the Procurement Contract, Seller shall submit to Buyer and Engineer for timely review:

1. a progress schedule of activities, consistent with the Procurement Contract Times, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Procurement Contract Documents.

a. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the Submittals, tests, and deliveries to completion within the specified Milestones of the Procurement Contract Times.

b. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of Seller's performance of its obligations under the Procurement Contract, nor interfere with or relieve Seller from Seller's full responsibility therefor.

c. Such acceptance will not be deemed as an acknowledgment of the reasonableness and attainability of the schedule.

2. a preliminary schedule of Submittals.

B. No progress payment will be made to Seller until an acceptable progress schedule and acceptable schedule of Submittals are submitted to Buyer and Engineer (and other conditions applicable to progress payments are met).

2.05 *Preliminary Conference*

A. Within 20 days after the Procurement Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedules referred to in Paragraph 2.04.A, procedures for handling Shop Drawings and other Submittals, processing Applications for Payment, and maintaining required records.

2.06 *Safety*

A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, and to the protection of persons or property from damage, injury, or loss.

B. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.

C. If Buyer or its representatives visit the Seller's manufacturing or storage facilities, for testing, inspection, or other purposes, Seller shall inform Buyer in advance of any safety preparations, standards, or programs with which Buyer and its representatives must comply.

ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

3.01 *Intent*

A. The Procurement Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Procurement Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.

C. Unless otherwise stated in the Procurement Contract Documents, if there is a discrepancy between the electronic or digital versions of the Procurement Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version will govern.

D. The Procurement Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Procurement Contract Documents, as provided in Paragraph 3.04.

F. Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Buyer and Seller.

3.02 *Reference Standards*

A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, means the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Procurement Agreement if there were no Bids), except as may be otherwise specifically stated in the Procurement Contract Documents.

B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a supplier, will be effective to change the duties or responsibilities of Buyer, Seller, or Engineer from those set forth in the part of the Procurement Contract Documents prepared by or for Engineer. No such provision or instruction will be effective to assign to Buyer or Engineer any duty or authority to supervise or direct the performance of Seller's obligations, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Procurement Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Seller's Review of Procurement Contract Documents*: If, before or during the performance of Seller's obligations, Seller discovers any conflict, error, ambiguity, or discrepancy within the Procurement Contract Documents, or between the Procurement Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any supplier to Seller, then Seller shall promptly report it to Engineer (or if the Procurement Contract is assigned, then directly to Contractor/Assignee) in writing. Seller shall not proceed with the Goods and Special Services affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer (or if the Procurement Contract is assigned, then by Contractor/Assignee) or by an amendment or supplement to the Procurement Contract Documents issued pursuant to Article 11.

2. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Contract Documents unless Seller had actual knowledge thereof.

B. *Resolving Discrepancies*: Except as may be otherwise specifically stated in the Procurement Contract Documents, the provisions of the Procurement Contract Documents will take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Procurement Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Procurement Contract Documents); or

2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Procurement Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Procurement Drawings and Procurement Specifications*

A. During the performance of Seller's obligations and until final payment, Seller and Buyer shall submit to the Engineer all matters in question concerning the requirements of the Procurement Drawings and Procurement Specifications (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Goods and Special Services, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Procurement Drawings and Procurement Specifications, and judge of the acceptability of the Goods and Special Services thereunder.

1. After assignment (if any) Seller shall submit such matters directly to Contractor/Assignee for response or administration, and the Procurement Contract provisions in Paragraphs 3.04.B and C will not apply.

B. Engineer will issue with reasonable promptness a written clarification, interpretation, or decision on the issue submitted, and if necessary, initiate an amendment or supplement to the Procurement Drawings or Procurement Specifications. Engineer's written clarification, interpretation, or decision will be consistent with the overall intent of the Procurement Contract Documents, and will be final and binding on Seller and Buyer. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the

Procurement Contract Price or Procurement Contract Times, either may make a Claim for such adjustment as provided in Article 12.

C. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of the Goods and Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation.

3.05 *Reuse of Documents*

A. Seller and its subcontractors and suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Procurement Drawings, Procurement Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Procurement Drawings, Procurement Specifications, other documents, or copies thereof, on extensions of the Project or any other project, without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Procurement Contract Documents, reuse any such Procurement Contract Documents for any purpose without Buyer's express written consent, or violate any copyrights pertaining to such Procurement Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Procurement Contract. Nothing herein precludes Seller from retaining copies of the Procurement Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND SCHEDULE

4.01 *Commencement of Procurement Contract Times*

A. The Procurement Contract Times will commence to run on the Effective Date of the Procurement Contract.

4.02 *Continuing Performance*

A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.04.A., as duly adjusted, and the Goods will be delivered and the Special Services furnished within the Procurement Contract Times.

B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services will be delayed or postponed pending resolution of any disputes or disagreements, except as expressly permitted herein, or as Buyer and Seller may otherwise agree in writing.

4.03 *Adjustments to Progress Schedule*

A. The progress schedule established in accordance with Paragraph 2.04 may be adjusted from time to time as provided below.

1. Seller shall submit to Buyer for acceptance (to the extent indicated in Paragraph 2.04) proposed adjustments in the progress schedule that will not result in changing the Procurement Contract Times. Such adjustments will comply with any applicable provisions of the Procurement Specifications.

2. Proposed adjustments in the progress schedule that will change the Procurement Contract Times must be submitted in accordance with the requirements of Article 11. Adjustments in Procurement Contract Times may only be made by a Change Order.

4.04 *Delays*

A. If Buyer, Engineer, or anyone for whom Buyer is responsible, delays, disrupts, or interferes with Seller's performance or progress, then Seller shall be entitled to an equitable adjustment in Procurement Contract Price or Procurement Contract Times.

B. Seller shall not be entitled to an adjustment in Procurement Contract Price or Procurement Contract Times for delay, disruption, or interference caused by or within the control of Seller or anyone for whom Seller is responsible.

C. If Seller's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Buyer, Seller, and those for which they are responsible, then Seller shall be entitled to an equitable adjustment in Procurement Contract Times. Such an adjustment will be Seller's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Procurement Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. inspection delays by governmental authorities, and custom delays;

4. international shipping delays;

5. acts or failures to act of third-party entities; and

6. acts of war or terrorism.

D. *Adjustments of Procurement Contract Times or Procurement Contract Price—General Provisions*: Seller's entitlement to an adjustment of Procurement Contract Times or Procurement Contract Price is limited as follows:

1. Seller's entitlement to an adjustment of the Procurement Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of Seller's obligations, as of the time of the delay, disruption, or interference.

2. Seller shall not be entitled to an adjustment in Procurement Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Seller. Such a concurrent delay by Seller does not preclude an adjustment of Procurement Contract Times to which Seller is otherwise entitled.

3. Adjustments of Procurement Contract Times or Procurement Contract Price are subject to the provisions of Articles 11 and 12.

E. Each Seller request seeking a delay-related increase in Procurement Contract Times or Procurement Contract Price must be supplemented by supporting data that sets forth in detail the following: (1) the circumstances that form the basis for the requested adjustment; (2) the date upon which each cause of delay, disruption, or interference began to affect Seller's progress; (3) the date upon which each cause of delay, disruption, or interference ceased to affect Seller's progress; (4) the number of days' increase in Procurement Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and (5) the impact on Procurement Contract Price. Seller shall also furnish such additional supporting documentation as Buyer or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion.

ARTICLE 5—BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Seller shall furnish a performance bond and a payment bond, each in an amount at least equal to the Procurement Contract Price, as security for the faithful performance and payment of Seller's obligations under the Procurement Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 9.04, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Procurement Contract.

B. Seller shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Procurement Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Buyer prior to execution of the Procurement Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Seller shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Seller is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements of this Procurement Contract.

F. If Seller has failed to obtain a required bond, Buyer may exercise Buyer's termination rights under Article 14.

G. Upon request to Buyer from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Buyer shall provide a copy of the payment bond to such person or entity.

H. Upon request to Seller from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Seller shall provide a copy of the payment bond to such person or entity.

5.02 *Insurance*

A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.

B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided will not be construed as a waiver of Seller's obligation to maintain such insurance.

C. Upon assignment of this Procurement Contract, Seller shall name the Contractor/Assignee as an additional insured and comply with the written request of Contractor/Assignee to provide evidence of insurance.

D. Buyer does not represent that insurance coverage and limits established in this Procurement Contract necessarily will be adequate to protect Seller.

E. The insurance and insurance limits required herein will not be deemed as a limitation on Seller's liability under the indemnities and other rights granted to Buyer in the Procurement Contract.

5.03 *Surety or Insurance Companies*

A. All bonds and insurance required by the Procurement Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies must also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 6—LICENSES AND FEES

6.01 *Intellectual Property and License Fees*

A. Except to the extent stated elsewhere in the Procurement Contract Documents, Seller is not transferring any patent rights, copyrights, or other intellectual property rights for the Goods delivered.

B. To the extent Seller is manufacturing to Buyer's design, Buyer retains all patent rights, copyrights, and other intellectual property rights in such design.

C. If an invention, design, process, product, or device is specified in the Procurement Contract Documents for incorporation in the Goods or for the performance of Special Services, and if, to the actual knowledge of Buyer or Engineer, its use is subject to patent rights, copyrights,

or other intellectual property rights calling for the payment of a license fee or royalty to others, then the existence of such rights and payment obligations will be disclosed to Seller in the Procurement Contract Documents.

D. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Procurement Contract Documents.

6.02 *Seller's Infringement*

A. Subject to Paragraph 6.01, to the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any patent, copyright, or other intellectual property right by any of the Goods as delivered or Special Services as performed.

B. Buyer will promptly notify Seller in writing of any claim, suit, or threat of suit by a third party for any infringement or alleged infringement of any patent, copyright, or other intellectual property right with respect to the Goods as delivered or Special Services as performed.

C. Seller shall promptly defend or settle the claim or suit. Seller shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.

1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound, in any subsequent suit or claim against Seller by Buyer, by any factual determination in the prior suit or claim.

2. If Buyer fails to provide Seller the opportunity to defend such suit or claim, Buyer shall be barred from any remedy against Seller for such suit or claim.

D. If a determination is made that Seller has infringed upon the intellectual property rights of another, Seller may, at Seller's own expense, obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction, consistent with the requirements of the Procurement Contract Documents, to avoid the infringement.

6.03 *Buyer's Infringement*

A. Subject to Paragraph 6.01, and to the fullest extent permitted by Laws and Regulations, Buyer shall be responsible to Seller for any infringement or alleged infringement of any patent, copyright, or other intellectual property right caused by Seller's compliance with the Procurement Drawings or Procurement Specifications, and will reimburse Seller for any license fee or royalties paid by Seller to others if such payment resulted from any invention, design, process, product, or device specified to be furnished or performed in the Procurement Drawings or Procurement Specifications, but not identified as being subject to payment of such license fee or royalty.

B. Seller will promptly notify Buyer in writing of any claim, suit, or threat of suit by a third party for intellectual property infringement arising from Seller's compliance with the Procurement Drawings or Procurement Specifications.

C. Buyer shall defend or settle the claim or suit. Buyer shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.

1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound, in any subsequent suit or claim against Buyer by Seller, by any factual determination in the prior suit or claim.

2. If Seller fails to provide Buyer the opportunity to defend such suit or claim, Seller shall be barred from any remedy against Buyer for such suit or claim.

ARTICLE 7—SELLER'S RESPONSIBILITIES

7.01 *Performance of Obligations*

A. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Procurement Contract Documents.

B. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Procurement Contract Documents.

C. Seller shall coordinate the provision of Special Services to avoid or limit interference or disruption of other activities at the location where the Special Services are to occur, including but not limited to ongoing facility operations and construction activities.

7.02 *Labor, Materials and Equipment*

A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Procurement Contract.

B. All Goods, and all equipment and material incorporated into the Goods, must be as specified, and unless specified otherwise in the Procurement Contract Documents, must be:

1. new, and of good quality;

2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer's instructions; and

3. shop-assembled to the greatest extent practicable.

7.03 *Laws and Regulations*

A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Procurement Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller's compliance with any Laws or Regulations.

B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It will not be Seller's responsibility to make certain

that the Procurement Specifications and Procurement Drawings are in accordance with Laws and Regulations, but this provision will not relieve Seller of Seller's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Procurement Contract if there were no Bids) that have a direct effect on the cost or time of Seller's performance will be the subject of an adjustment in Procurement Contract Price or Procurement Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Article 12.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment to be incorporated into the Goods is specified or described in the Procurement Contract Documents by using the names of one or more proprietary items or specific suppliers or manufacturers, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.

1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or equal" item.

2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and (4) Seller certifies that if approved: a) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and b) the proposed item will conform substantially to the detailed requirements of the item named in the Procurement Contract Documents.

B. *Engineer's Evaluation*: Engineer will be allowed a reasonable time within which to evaluate each proposal or Submittal made pursuant to Paragraph 7.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or Submittal. No "or equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Procurement Contract Documents.

C. *Special Guarantee*: Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."

D. *Data*: Seller shall provide all data in support of any such proposed "or equal" at Seller's expense.

7.05 *Taxes*

A. Seller shall pay all taxes and duties arising out of the sale of the Goods and the performance of Special Services. All taxes and duties are included in the Procurement Contract Price, except as noted in the Supplementary Conditions.

7.06 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Seller shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Procurement Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal; and

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of Seller's obligations.

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Seller has satisfied its obligations under the Procurement Contract Documents with respect to Seller's review of that Submittal, and that Seller approves the Submittal.

3. With each Shop Drawing or Sample, Seller shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Procurement Contract Documents. This notice will be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Seller shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Seller shall submit the number of copies required in the Procurement Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.06.C.

2. *Samples*

a. Seller shall submit the number of Samples required in the Procurement Specifications.

b. Seller shall clearly identify each Sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.06.C.

3. Where a Shop Drawing or Sample is required by the Procurement Contract Documents or the Schedule of Submittals, any related work performed by Seller prior to Engineer's review and approval of the pertinent Submittal will be at the sole expense and responsibility of Seller.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Goods, comply with the requirements of the Procurement Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Procurement Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for any variation from the requirements of the Procurement Contract Documents unless Seller has complied with the requirements of Paragraph 7.06.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Procurement Contract Documents in a Field Order or other appropriate Procurement Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for complying with the requirements of Paragraphs 7.06.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Procurement Contract Documents, will not, under any circumstances, change the Procurement Contract Times or Procurement Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing or Sample will result in such item becoming a Procurement Contract Document.

8. Seller shall furnish Goods that comply with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.06.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review

and approval. Seller shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Seller shall furnish required Shop Drawing and Sample Submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Seller shall be responsible for Engineer's charges to Buyer for such time. Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges.

3. If Seller requests a change of a previously approved Shop Drawing or Sample, Seller shall be responsible for Engineer's charges to Buyer for its review time, and Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges, unless the need for such change is beyond the control of Seller.

E. *Submittals Other than Shop Drawings and Samples*

1. The following provisions apply to all Submittals other than Shop Drawings and Samples:

a. Seller shall submit all such Submittals to the Engineer in accordance with the schedule of Submittals and pursuant to the applicable terms of the Procurement Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Procurement Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Seller shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.04 and 2.05.

7.07 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, Project Owner, and any assignee of Buyer, including Contractor/Assignee, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Procurement Contract, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.

B. In any and all claims against Buyer, Engineer, Project Owner, or any assignee of Buyer, including Contractor/Assignee, or their officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.07.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.08 *Concerning Subcontractors and Suppliers*

A. Seller may retain subcontractors and suppliers for the performance of parts of the furnishing of the Goods and Special Services. The Seller's retention of a subcontractor or supplier will not relieve Seller's obligation to Buyer to perform and complete the furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 8—SHIPPING AND DELIVERY

8.01 *Shipping*

A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling, and all other costs associated with shipment and delivery.

8.02 *Delivery*

A. Seller shall deliver the Goods free on board (FOB) to the Point of Destination, freight prepaid, in accordance with the Procurement Contract Times set forth in the Procurement Agreement, or other date agreed to by Buyer and Seller.

B. At least 10 days before shipment, Seller shall provide written notice to Buyer of the manner of shipment and the anticipated delivery date. The notice must also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours' notice by telephone prior to the anticipated time of delivery.

C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.

D. Buyer will assure that adequate facilities are available to receive delivery of the Goods at the time established for delivery, or on another date agreed to by Buyer and Seller.

E. No partial deliveries will be allowed, unless permitted or required by the Procurement Contract Documents or agreed to in writing by Buyer.

F. Provisions governing inspection on delivery are set forth in Paragraph 9.02.

8.03 *Risk of Loss*

A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.

B. Notwithstanding the provisions of Paragraph 8.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods will remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of

Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

ARTICLE 9—BUYER'S RIGHTS

9.01 *Seller's Warranties and Guarantees*

A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed will be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.

B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Procurement Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Procurement Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods must comply with the requirements of Paragraph 7.02.B.

C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller;

2. excessive corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Procurement Contract Documents and the Procurement Contract Documents required the Goods to withstand such conditions;

3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or

4. normal wear and tear under normal usage.

D. Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents will be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents:

1. observations by Buyer, Engineer, or Project Owner;

2. recommendation by Engineer or payment by Buyer of any progress or final payment;

3. use of the Goods by Buyer or Project Owner;

4. any acceptance by Buyer, Engineer, or Project Owner, or any failure to do so;

5. the end of the correction period established in Paragraph 9.04;

6. the issuance of a notice of acceptance;

7. any inspection, test or approval by others; or

8. any correction of non-conforming Goods and Special Services by Buyer or Project Owner.

E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.

9.02 *Inspections and Testing*

A. *General Provisions*

1. The Procurement Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.

2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Procurement Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.

3. Buyer shall bear all expenses of inspections and tests that are not specified in the Procurement Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 9.03); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.

4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Procurement Contract Documents specify are to be observed by Buyer prior to shipment.

5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination, and a representative of Seller will attend such tests, inspections, and approvals.

6. If, on the basis of inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 9.03.

7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections, will constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Procurement Contract.

B. *Visual Inspection on Delivery*

1. Buyer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods, general verification of quantities, and observation of apparent condition. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.

2. If, on the basis of the visual inspection specified in Paragraph 9.02.B.1, the Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, then within 10 days of delivery Buyer shall issue to Seller Buyer's acknowledgment of the receipt of Goods.

C. *Final Inspection*

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as required, and Seller has performed and completed all Special Services, Buyer will make a final inspection.

2. If, on the basis of the final inspection, Buyer determines that the Goods and Special Services are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods and Special Services, subject to any limitations stated in the notice.

3. If, on the basis of the final inspection, the Goods and Special Services are non-conforming, Buyer will identify the non-conformity in writing.

9.03 *Non-Conforming Goods and Special Services*

A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 9.04, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. *Buyer's Rejection of Non-Conforming Goods*

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Procurement Contract Times, remove and replace the rejected Goods.

2. Seller shall bear all costs, losses and damages attributable to the removal, replacement, reinspection, and retesting of the non-conforming Goods.

3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. *Buyer's Rejection of Non-Conforming Special Services*

1. If at any time Buyer elects to reject the Special Services in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Special Services.

2. Seller shall promptly provide conforming Special Services acceptable to Buyer.

3. If Seller fails to provide conforming Special Services, Buyer may remove the Special Services from the scope of the Procurement Contract, and equitably reduce the Procurement Contract Price.

D. *Remedying Non-Conforming Goods*: If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.

E. *Buyer's Acceptance of Non-Conforming Goods*: Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment,

Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods.

F. *Seller Obligations*: Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations will include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.

G. *Buyer's Rejection of Conforming Goods*: If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

9.04 *Correction Period*

A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the acceptance of the Goods and Special Services in accordance with Paragraph 9.02.C.2.

B. Where non-conforming Goods and Services (and damage to other work resulting therefrom) have been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Goods and Services will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

C. Seller's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph may not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 10—ENGINEER'S STATUS

10.01 *Engineer's Role Defined*

A. Engineer will be Buyer's representative until assignment (if any) of the Procurement Contract.

B. The duties and responsibilities and the limitations of authority of Engineer prior to assignment, if any, of the Procurement Contract, are set forth in the Procurement Contract Documents.

C. Engineer's responsibilities, if any, after an assignment (if any) of the Procurement Contract, are set forth in the Procurement Agreement.

10.02 *Duties and Responsibilities; Authority; Limitations*

A. As set forth in Article 3, Engineer will be the initial interpreter of the Procurement Contract Documents and judge of the acceptability of the Goods and Special Services, and will issue clarifications, interpretations, and decisions regarding such issues.

B. Acting on behalf of Buyer under the provisions of Article 9, Engineer has the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer also has the authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 9.02, whether or not the Goods are fabricated or installed, or the Special Services are completed.

C. Engineer may authorize minor deviations or variations in the Procurement Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 7.06.A.3, or 2) a Field Order.

D. As set forth in Article 12, Engineer will review Claims, and render decisions on Claims.

E. In rendering any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, and judgments, Engineer will not show partiality to Buyer or Seller. Engineer will not be liable to Buyer, Seller, or others in connection with any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, or judgments conducted or rendered by Engineer in good faith.

F. Engineer will not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences, or procedures used by Seller to perform its obligations under this Procurement Contract, or the safety precautions and programs incident thereto, or for any failure of Seller to comply with Laws and Regulations applicable to the performance of its obligations. Engineer will not be responsible for Seller's failure to furnish the Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 11—CHANGES

11.01 *Amending and Supplementing the Procurement Contract*

A. The Procurement Contract may be amended or supplemented by a Change Order, a Change Directive, or a Field Order.

B. If an amendment or supplement to the Procurement Contract includes a change in the Procurement Contract Price or the Procurement Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Procurement Contract that involve (1) the conformance or acceptability of the Goods and Special Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Buyer and Seller may amend other terms and conditions of the Procurement Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Buyer and Seller shall execute appropriate Change Orders covering:

1. Changes in Procurement Contract Price or Procurement Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Goods and Special Services furnished in accordance with a Change Directive;

2. Changes in Procurement Contract Price resulting from a Buyer set-off, unless Seller has duly contested such set-off;

3. Changes in the Goods and Special Services which are: (a) ordered by Buyer pursuant to Paragraph 11.05, (b) required because of Buyer's acceptance of non-conforming Goods and Services under Paragraph 9.03 or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Goods and Special Services involves the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Change Directive; Article 12, Claims; and similar provisions.

B. If Buyer or Seller refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Change Directives*

A. A Change Directive will not change the Procurement Contract Price or the Procurement Contract Times but is evidence that the parties expect that the modification ordered or documented by a Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Change Directive's effect, if any, on the Procurement Contract Price and Procurement Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Procurement Contract Documents governing adjustments, expressly including Paragraph 11.08 regarding change of Procurement Contract Price.

B. If Buyer has issued a Change Directive and Buyer or Seller believes that an adjustment in Procurement Contract Times or Procurement Contract Price is necessary, then such party shall submit a Claim seeking such an adjustment no later than 30 days after the completion of the Goods and Services set out in the Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Goods and Services if the changes do not involve an adjustment in the Procurement Contract Price or the Procurement Contract Times and are compatible with the design concept as indicated by the Procurement Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Buyer and also on Seller, which shall perform the Goods and Special Services involved promptly.

B. If Seller believes that a Field Order justifies an adjustment in the Procurement Contract Price or Procurement Contract Times, then before proceeding with the Goods and Special Services at issue, Seller shall submit a Claim as provided herein.

11.05 *Buyer-Authorized Changes in the Goods and Special Services*

A. Without invalidating the Procurement Contract and without notice to any surety, Buyer may, at any time or from time to time, order additions, deletions, or revisions in the Goods and Special Services. Changes involving the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Goods and Special Services may be accomplished by a Change Order, if Buyer and Seller have agreed as to the effect, if any, of the changes on Procurement Contract Times or Procurement Contract Price; or by a Change Directive. Upon receipt of any such document, Seller shall promptly proceed with the Goods and Special Services involved; or, in the case of a deletion in the Goods and Special Services, promptly cease activities with respect to such deletion. Added or revised Goods and Special Services must be performed under the applicable conditions of the Procurement Contract Documents.

11.06 *Buyer's Contingency Allowance*

A. The Buyer's Contingency Allowance, if any such is set forth in the Procurement Agreement, is for the sole use of Buyer to cover unanticipated costs.

B. If Buyer exercises its unilateral right to use all or a portion of the Buyer's Contingency Allowance, Buyer will issue a written directive that documents the costs to which the allowance is applied, Seller's entitlement to compensation, and the consequent reduction in such allowance.

C. Prior to final payment, the Total Price, as set forth in the Procurement Agreement, will be duly adjusted to account for any unused portion of the Buyer's Contingency Allowance.

D. The Procurement Agreement, Article 5, addresses the impact on Buyer's Contingency Allowance of an assignment of the Procurement Contract.

11.07 *Unauthorized Changes in the Goods and Special Services*

A. Seller shall not be entitled to an increase in the Procurement Contract Price or an extension of the Procurement Contract Times with respect to any work performed that is not required by the Procurement Contract Documents, as amended, modified, or supplemented.

11.08 *Change of Procurement Contract Price*

A. The Procurement Contract Price may only be changed by a Change Order. Any Claim for an adjustment of Procurement Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Procurement Contract Price will be determined as follows:

1. For changes in Unit Price Goods and Special Services, by application of the unit prices to the quantities of the items involved;

2. To the extent the cost of the change is not covered by unit prices, then by a mutually agreed lump sum; or

3. To the extent the cost of the change is not covered by unit prices and the parties do not reach mutual agreement to a lump sum, then on the basis of documented costs plus a Seller's fee for overhead and profit of 15%.

11.09 *Change of Procurement Contract Times*

A. The Procurement Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Procurement Contract Times must comply with the provisions of Article 12.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Goods and Special Services or the provisions of the Procurement Contract (including, but not limited to, Procurement Contract Price or Procurement Contract Times), the giving of any such notice will be Seller's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION

12.01 *Claims*

A. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the Claims process, including the time periods established in this Paragraph 12.01; if so, a written record of such mutual agreement should be made and jointly executed.

B. Claimant shall deliver to Engineer and the other party to the Procurement Contract written notice of each Claim within 15 days after the occurrence of the event giving rise to the Claim.

C. Claimant shall deliver written supporting data to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time.

D. Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

E. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 12.01.D., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

F. The rendering of a decision by Engineer pursuant to this Paragraph 12.01 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Procurement Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter. If the exercise of such rights or remedies will imminently be time-barred, a party may take actions necessary to preserve such rights and remedies notwithstanding the lack of the condition precedent referred to in this paragraph.

G. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of Goods and Special Services under the Procurement Contract Documents, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, Addenda, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation. If Buyer and Seller

are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Paragraph 12.02.

H. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 12.01, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02.

I. If Article 12 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 12, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.

J. No Claim for an adjustment in Procurement Contract Price or Procurement Contract Times will be valid if not submitted in accordance with Article 12.

K. The effect on Claims of an assignment of the Procurement Contract by Buyer to a Contractor/Assignee is addressed in the Procurement Agreement, Article 5.

12.02 *Dispute Resolution Method*

A. Either Buyer or Seller may initiate the mediation of (1) any Claim decided in writing by Engineer under Paragraph 12.01 before such decision becomes final and binding, or (2) any other dispute between the parties, including but not limited to any dispute arising after final inspection of the Goods and Services. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Procurement Contract. The request for mediation must be submitted in writing to the American Arbitration Association and the other party to the Procurement Contract. Timely submission of the request will stay Engineer's decision from becoming final and binding.

B. Mediation is a condition precedent to seeking final dispute resolution under Paragraph 12.01.C. Buyer and Seller shall participate in the mediation process in good faith. The process must be concluded within 60 days of filing of the request. The date of termination of the mediation will be determined by application of the mediation rules referenced above.

C. If the mediation process does not result in resolution of the dispute, then Engineer's written Claim decision under Paragraph 12.01.D or a Claim denial pursuant to Paragraph 12.01.E becomes final and binding, or if applicable such other dispute is deemed resolved in favor of respondent, unless, within 30 days after termination of the mediation, Buyer or Seller:

1. elects in writing to invoke any final dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim or dispute to another final dispute resolution process, or

3. if no final dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim

or dispute to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 13—PAYMENT

13.01 *Applications for Progress Payments*

A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Procurement Contract Documents and also as Buyer or Engineer may reasonably require.

B. The timing and amounts of progress payments will be as stipulated in the Procurement Agreement.

C. Any Application for Payment that is based in whole or in part on the delivery of Goods must be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights.

D. Buyer shall notify Seller promptly of any deficiency in the required documentation.

13.02 *Review of Applications for Progress Payments*

A. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Buyer, based on Engineer's observations of Seller's progress, as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Goods and Special Services or other obligations of Seller have progressed to the point indicated;

b. the quality of the Goods and Special Services or other obligations of Seller are generally in accordance with the Procurement Contract Documents; and

c. the conditions precedent to Seller being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Seller's progress.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Goods and Special Services or other obligations of Seller have been exhaustive, extended to every aspect of the Goods and Special Services or other obligations of Seller in progress, or involved detailed inspections of the Goods and Special Services or other

obligations of Seller beyond the responsibilities specifically assigned to Engineer in the Procurement Contract; or

b. there may not be other matters or issues between the parties that might entitle Seller to be paid additionally by Buyer, or entitle Buyer to withhold payment to Seller.

4. Neither Engineer's review of Seller's progress for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Seller's performance or furnishing of Goods and Special Services or other obligations of Seller; or

b. for the means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or the safety precautions and programs incident thereto; or

c. for Seller's failure to comply with Laws and Regulations applicable to Seller's performance under the Procurement Contract; or

d. to make any examination to ascertain how or for what purposes Seller has used the money paid for the Procurement Contract Price; or

e. to determine that title to any of the Goods or component parts have passed to Buyer free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Buyer stated in Paragraph 13.02.A.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Buyer from loss because:

a. the Goods and Services are non-conforming, requiring correction or replacement;

b. the Procurement Contract Price has been reduced by Change Orders;

c. Buyer has been required to correct non-conforming Goods and Special Services in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E; or

d. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Seller and therefore justify termination for cause under the Procurement Contract Documents.

13.03 *Basis and Amount of Progress Payments*

A. The basis and amounts of the progress payments will be as provided in the Procurement Agreement, subject to the provisions of this Article 13 regarding reductions in payment.

13.04 *Suspension of or Reduction in Payment*

A. Buyer may temporarily cease making progress payments, or reduce the amount of a progress payment, even though recommended for payment by Engineer, under the following circumstances:

1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Procurement Contract Documents, and

2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Procurement Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.

3. In addition to any reductions in payment (set-offs) recommended by Engineer, Buyer is entitled to impose a set-off against payment based on any of the following:

    a. claims have been made against Buyer based on Seller's conduct in the performance or furnishing of the Goods and Special Services, or has incurred costs, losses, or damages resulting from Seller's conduct in the performance or furnishing of the Goods and Special Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

    b. Seller has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Point of Destination or the worksite;

    c. Seller has failed to provide and maintain required bonds or insurance;

    d. Buyer has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

    e. the Goods and Special Services are non-conforming, requiring correction or replacement;

    f. Buyer has been required to correct non-conforming Goods and Special Services, in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E;

    g. the Procurement Contract Price has been reduced by Change Orders;

    h. an event that would constitute a default by Seller and therefore justify a termination for cause has occurred;

    i. liquidated or other damages have accrued as a result of Seller's failure to achieve Milestones, Substantial Completion, or final completion of the Goods and Special Services; or

    j. liens have been filed in connection with the Procurement Contract, except where Seller has delivered a specific bond satisfactory to Buyer to secure the satisfaction and discharge of such liens.

B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

13.05 *Final Payment*

A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer and furnished all Special Services, Seller may submit its final Application for Payment following the procedures for progress payments.

B. The final Application for Payment will be accompanied by all documentation called for in the Procurement Contract Documents (including but not limited to all final operations and maintenance manuals, and any special warranties), a list of all unsettled Claims, and the written consent of surety to the making of final payment.

C. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Procurement Contract Documents, and that Seller has fulfilled all other obligations under the Procurement Contract Documents, then Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment subject to the provisions of Paragraph 13.02, and present the final Application for Payment to Buyer. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Buyer from loss for the reasons stated in Paragraph 13.02.

D. If Engineer does not recommend final payment, Engineer will return the final Application for Payment to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the final Application for Payment.

E. In support of its recommendation of final payment Engineer will also give written notice to Buyer and Seller that the Goods and Special Services are acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 13.06.

F. If the final Application for Payment and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, pursuant to the provisions of Paragraph 13.04.

G. Buyer will not make final payment, or return or release included retainage (if any) at any time, unless Seller submits written consent of the surety to such payment, return, or release.

13.06 *Waiver of Claims*

A. By making final payment, Buyer waives its claim or right to liquidated damages or other damages for late completion by Seller, except as set forth in an outstanding Claim, appeal, set-off, or express reservation of rights by Buyer. Buyer reserves all other claims or rights after final payment.

B. The acceptance of final payment by Seller will constitute a waiver by Seller of all claims and rights against Buyer other than those pending matters that have been duly submitted or appealed under the provisions of Article 12.

ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION

14.01 *Cancellation*

A. Buyer has the right to cancel the Procurement Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph will not constitute a breach of contract by Buyer. Upon cancellation:

1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.

2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Procurement Contract Price of such Goods.

14.02 *Suspension of Performance by Buyer*

A. Buyer has the right to suspend performance of the Procurement Contract for up to 90 days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Procurement Contract Times and Procurement Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

14.03 *Suspension of Performance by Seller*

A. Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:

1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Procurement Contract; and

2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Procurement Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

14.04 *Breach and Termination*

A. *Buyer's Breach*

1. Seller shall have the right to terminate the Procurement Contract for cause by declaring a breach if Buyer fails to comply with any material provision of the Procurement Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.

2. If Seller believes Buyer is in breach of its obligations under the Procurement Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. *Seller's Breach*

1. Buyer may terminate Seller's right to perform the Procurement Contract for cause by declaring a breach should Seller fail to comply with any material provision of the

Procurement Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.

2. In the event Buyer believes Seller is in breach of its obligations under the Procurement Contract, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

3. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 5.01, the notice and cure procedures of that bond, if any, will supersede the notice and cure procedures of Paragraph 14.04.B.2.

ARTICLE 15—MISCELLANEOUS

15.01 *Giving Notice*

A. Whenever any provision of the Procurement Contract requires the giving of written notice to Buyer, Seller, or Engineer, it will be deemed to have been validly given if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

15.02 *Controlling Law*

A. This Procurement Contract is to be governed by the law of the state in which the Goods are to be installed.

B. In the case of any conflict between the express terms of this Procurement Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Procurement Contract will apply.

15.03 *Computation of Time*

A. When any period of time is referred to in the Procurement Contract by number of days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

15.04 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Procurement Contract, and the provisions of this paragraph will be as effective as if repeated specifically in the Procurement Contract in connection with each particular duty, obligation, right, and remedy to which they apply.

15.05 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Procurement Contract, as well as all continuing obligations indicated in the Procurement Contract, will survive final payment, completion, and acceptance of the Goods and Special Services or termination or completion of the Procurement Contract or of the services of Seller.

15.06 *Entire Agreement*

A. Buyer and Seller agree that this Procurement Contract is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Procurement Contract may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

15.07 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Procurement Contract.

15.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

15.09 *Successors and Assigns*

A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Contract.

SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT

TABLE OF CONTENTS

SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT

These Supplementary Conditions amend or supplement EJCDC® P-700, Standard General Conditions of the Procurement Contract (2019). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Buyer shall furnish to Seller three (3) printed copies of the Procurement Contract Documents (including one fully signed counterpart of the Procurement Agreement), and one (1) copy in electronic portable document format (PDF).

ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

No Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF WORK

No Supplementary Conditions in this Article.

ARTICLE 5—BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

SC-5.01 Add the following paragraphs immediately after Paragraph 5.01.A:

1. *Required Performance Bond Form*: The performance bond that Seller furnishes will be in the form of EJCDC® P-610, Performance Bond (2010 or 2019 edition).
2. *Required Payment Bond Form*: The payment bond that Contractor furnishes will be in the form of EJCDC® P-615, Payment Bond (2010 or 2019 edition).

5.02 *Insurance*

SC-5.02 Add the following new paragraphs immediately after Paragraph 5.02.E:

F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Procurement Contract Documents, whether the furnishing of Goods and Special Services or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods and Special Services, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (b) by any other person for any other reason;

5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

G. The policies of insurance so required by this Paragraph 5.02 to be purchased and maintained must:

1. with respect to insurance required by Paragraphs SC-5.02.F.3 through SC-5.02.F.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Buyer, Engineer, their consultants, all of whom must be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds must provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Seller's indemnity obligations under Paragraph 7.07;

5. contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the

purchasing policyholder will provide a copy of the notice to the other party, each other insured, and Engineer;

6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 9.03 and 9.04; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer and each other additional insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and one year thereafter).

H. The limits of liability for the insurance required by Paragraph SC-5.02.F must provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs SC-5.02.F.1 and F.2:

Workers' Compensation and Related Policies	Policy limits of not less than
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	$2,000,000

2. Seller's General Liability under Paragraphs SC-5.02.F.3 through F.6 which must include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Seller:

Commercial General Liability	Policy limits of not less than
General Aggregate	$2,000,000
Products—Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000

3. Automobile Liability under Paragraph SC-5.02.F.6:

Automobile Liability	Policy limits of not less than
Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000

I. Seller shall deliver to Buyer, with copies to each additional insured identified in these Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.

ARTICLE 6—LICENSES AND FEES

No Supplementary Conditions in this Article.

ARTICLE 7—SELLER'S RESPONSIBILITIES

No Supplementary Conditions in this Article.

ARTICLE 8—SHIPPING AND DELIVERY

8.02 *Delivery*

SC-8.02 Delete Paragraph 8.02 in its entirety and replace as follows:

Seller will be responsible for and bear all costs associated with the delivery, transportation, and unloading of Goods.

ARTICLE 9—BUYER'S RIGHTS

9.04 *Correction Period*

SC-9.04 Delete Paragraph 9.04.A in its entirety and replace as follows:

A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the incorporation and continuous use of the Goods and Special Services in the terminal building in accordance with Paragraph 9.02.C.2

ARTICLE 10—ENGINEER'S STATUS

No Supplementary Conditions in this Article.

ARTICLE 11—CHANGES

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION

12.03 *Arbitration*

SC-12.03 Add the following new paragraph immediately after Paragraph 12.02:

12.03 *Arbitration*

A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-12.03). This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Procurement Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 12, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.

C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Procurement Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

D. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Procurement Contract permits them to do so.

E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Procurement Contract provisions deemed applicable and relied on in making the award.

F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party of the right to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

G. No arbitration arising out of or relating to the Procurement Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Procurement Contract unless:

1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;

3. such other individual or entity is subject to arbitration under a contract with either Buyer or Seller, or consents to being joined in the arbitration; and

4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.

H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Procurement Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

ARTICLE 13—PAYMENT

No Supplementary Conditions in this Article.

ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 15—MISCELLANEOUS

No Supplementary Conditions in this Article.

SECTION 235216 - CONDENSING BOILERS

PART 1 - GENERAL

1.1 SUMMARY

A. This equipment purchase specification is for ONE (1) boiler as defined below. This machine shall be delivered to the Buyer for storage at the project site until ready for installation under a separate project.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for boilers.
2. Include rated capacities, operating characteristics, and furnished specialties and accessories.

B. Shop Drawings: For boilers, boiler trim, and accessories.

1. Include plans, elevations, sections, and mounting details.
2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include diagrams for power, signal, and control wiring.

1.3 INFORMATIONAL SUBMITTALS

A. Source quality-control reports.

B. Product Certificates:

1. ASME Stamp Certification and Report: Submit "A," "S," or "PP" stamp certificate of authorization, as required by authorities having jurisdiction, and document hydrostatic testing of piping external to boiler.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For boilers to include in emergency, operation, and maintenance manuals.

1.5 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of boilers that fail in materials or workmanship within specified warranty period. Where "prorated" is indicated, the boiler manufacturer will cover the indicated percentage of cost of replacement parts. With "prorated" type, covered cost decreases as age of equipment increases.

B. The boiler shall come with the warranties stated below. Warranty period shall be one (1) year from date of start-up or eighteen (18) months from date of shipment, whichever comes first.

1. Heat exchanger: 5-year limited warranty, and a 20-year warranty against thermal shock.
2. Burner: 10-year limited warranty.
3. All other parts: 1-year limited warranty.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. ASME Compliance: Fabricate and label boilers to comply with ASME Boiler and Pressure Vessel Code.

C. ASHRAE/IES 90.1 Compliance: Boilers shall have minimum efficiency in accordance with Table 6.8.1-6 and other requirements in Ch. 6 of ASHRAE/IES 90.1.

D. ASHRAE 90.1 Compliance: Boilers shall have minimum efficiency in accordance with ASHRAE 90.1.

E. DOE Compliance: Minimum efficiency shall comply with 10 CFR 431, Subpart E, Appendix N.

F. Mounting Base: For securing boiler to concrete base.

G. The burner shall emit no more than 9 ppm NOx and 50 ppm CO (corrected to 3% O2) at all firing rates.

2.2 CAPACITIES AND CHARACTERISTICS

A. Entering-Water Temperature: 150 deg F.

B. Leaving-Water Temperature: 180 deg F.

C. Design Water Flow Rate: 215 gpm.

D. Design Pressure Drop: 4.3 ft.

E. Output Capacity: 2,170 MBH.

F. Main Power Electrical Characteristics:

1. Volts: 460 V.
2. Phase: Three.
3. Hertz: 60 Hz.
4. Full-Load Amperes: 3.7 A.

G. Control Power Characteristics:

1. Volts: 120 V.
2. Phase: One.
3. Hertz: 60 Hz.
4. Full-Load Amperes: 0.7 A.

2.3 FLOOR-MOUNTED, FORCED-DRAFT, FIRE-TUBE CONDENSING BOILERS

A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. Thermal Solutions: Model EVS-2500.
2. No other manufacturer will be accepted

B. Description: Factory-fabricated, -assembled, and -tested, fire-tube, forced-draft, condensing boiler with heat exchanger sealed pressure tight, built on a steel base, including insulated jacket; flue-gas vent; combustion-air intake connections; water supply, return, and condensate drain connections; and controls. Units are to be for hydronic-heating service only.

C. The boiler heat exchanger shall be constructed in accordance with Section IV of the ASME code with straight copper tubes having extruded, integral fins. Fin spacing shall be at least seven (7) fins per inch. Each copper tube shall have a minimum wall thickness of .072". All tubes shall be rolled securely into the headers (top and bottom). There shall be no bolts, gaskets, "O-Rings", welding or brazing used in the header construction. Removable access plugs shall be included in the design of the heat exchanger to allow for access (cleaning and inspection) and replacement of each individual tube. The heat exchanger shall encompass the entire burner and be enclosed in stainless steel inner shells. Stainless steel "V" Baffles shall be used between each tube to provide uniform heat distribution of the flue gases across the entire heat exchanger. The heat exchanger shall be of sufficient size and design to ensure effective, non-limiting control of the water flow rate and velocity through each tube at all load levels. The heating surface of the heat exchanger shall be no less than 6.5 ft2 per boiler horsepower.

D. The boiler shall be contained in a minimum 16-gauge negative pressure steel jacket protected with a powder-coated finish. The boiler control panel shall be non-pressurized allowing boiler operation with any jacket panels removed. Hinge-less front and rear access panels shall be provided for easy access to the operating controls and to eliminate electrical code "swing radius" clearance issues.

E. Burner: Natural gas, forced draft.

1. The burner shall be a radiant non-corroding ceramic burner, with no moving parts. Double-meshed screen, fiber-metal mats, aluminized or stainless steel construction of the burner will not be accepted. The burner shall fire in a full 360-degree pattern providing

uniform heat transfer across the entire heat exchanger. A viewing port shall be provided for visual observation of burner performance. Burner shall require no maintenance, inspection or service.

2. Burner operation shall provide infinite Modulation with minimum 3:1 turn down utilizing a Variable Frequency Drive and air-fuel ratio control gas valve for dependable, repeatable modulation and precise combustion control. The boiler will be equipped with a non-sparking blower manufactured with a cast-aluminum housing. Dampers, linkages or a single-speed fan are not acceptable.
3. An interrupted-type mixed fuel/air pilot system with electric spark-to-pilot ignition shall be used. The pilot system shall use a UV scanner to prove pilot prior to energizing the main gas valves. Hot surface ignition systems and flame rods are not acceptable.
4. The entire ignition and firing control sequence shall be monitored by a UL approved commercial-type microprocessor based integrated flame safeguard burner control with first out fault annunciation and operating sequence and diagnostic indicator lights. The burner control shall incorporate both pre-purge and post-purge timing functions. In the event of ignition pilot and/or main flame failure a burner “lockout” will occur requiring a manual reset of the burner control. It shall also recognize the Proof of Closure switches on the gas valves (if DB&B w/POC).

F. Blower: Centrifugal fan to operate during each burner-firing sequence and to pre-purge and post-purge the combustion chamber.

1. Motors: Comply with NEMA designation, temperature rating, service factor, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."
   a. Motor Sizes: Large enough so driven load will not require motor to operate in service factor range above 1.0.
2. The combustion air blower shall be equipped with a replaceable combustion air filter, 99% efficient to one micron to protect the burner from contamination. A delta-P type pressure switch shall be provided to alert the boiler operator of a dirty filter condition. Air inlet dampers and vacuum relief dampers are not required for proper operation. A combustion airflow switch shall be provided.

G. Gas Train: Combination gas valve with manual shutoff and pressure regulator.

1. The gas train shall be UL/FM/CSD-1 compliant and capable of accepting up to 5 psi Natural Gas. The gas train shall consist of a pilot gas pressure regulator, high and low gas pressure switches (each with manual reset), automatic main and redundant gas valve The main gas valve shall perform the functions of safety shutoff, constant pressure regulation and air-fuel ratio control.

H. Ignition: Direct-spark ignition or silicone carbide hot-surface ignition with 100 percent main-valve shutoff and electronic flame supervision.

I. Casing:

1. Jacket: Sheet metal , with snap-in or interlocking closures.
2. Control Compartment Enclosures: NEMA 250, Type 1A.
3. Finish: Powder-coated protective finish.
4. Insulation: Minimum 2-inch- thick, insulation surrounding the heat exchanger.
5. Combustion-Air Connections: Inlet and vent duct collars.

2.4 TRIM - FOR HOT-WATER BOILERS

A. Include devices sized to comply with ASME B31.9.

B. Safety Relief Valve: ASME rated.

C. Pressure and Temperature Gauge: Minimum 3-1/2-inch- diameter, combination water-pressure and -temperature gauge. Gauges shall have operating-pressure and -temperature ranges, so normal operating range is about 50 percent of full range.

D. High and low gas-pressure switches.

E. Alarm bell with silence switch.

F. Boiler Air Vent: Automatic.

G. Drain Valve: Minimum NPS 3/4 hose-end gate valve.

2.5 CONTROLS

A. Boiler operating controls shall include the following devices and features:

1. Control transformer.
2. Set-Point Adjust: All set points shall be adjustable.
3. Electric, factory-fabricated and factory-installed panel to control burner-firing rate, to reset supply-water temperature inversely with outside-air temperature. At 0 deg F outside-air temperature, set supply-water temperature at 180 deg F ; at 60 deg F outside-air temperature, set supply-water temperature at 120 deg F .
    a. The control system shall utilize both water temperature and boiler firing rate percent to start and stop the boilers and shall minimize the total number of boilers in operation. The control system shall start and stop boilers when the water temperature is outside the adjustable temperature limit for longer than the adjustable time delay. In order to minimize temperature deviations, the control system shall start and stop the next boiler when the “lead” boiler is at an adjustable firing rate limit for longer than the adjustable time delay. The control system shall monitor both boiler lockout and limit circuits to automatically skip over those boilers that are powered down for maintenance, tripped or otherwise will not start. When rotation is enabled the lead boiler shall automatically rotate a programmable 1 to 168 hours. When enabled, warm weather shut down control logic shall prevent boiler operation.

B. Burner Operating Controls: To maintain safe operating conditions, burner safety controls limit burner operation.

1. High Cutoff: Automatic reset stops burner if operating conditions rise above maximum boiler design temperature.
2. Low-Water Cutoff Switch: Electronic probe shall prevent burner operation on low water. Cutoff switch shall be automatic-reset type.
3. Blocked Inlet Safety Switch: Manual-reset pressure switch factory mounted on boiler combustion-air inlet.

4. Audible Alarm: Factory mounted on control panel with silence switch; shall sound alarm for above conditions.

C. Building Automation System Interface: Factory install hardware and software to enable building automation system to monitor, control, and display boiler status and alarms.

1. Hardwired Points:
   a. Monitoring: On/off status, common trouble alarm, low-water-level alarm.
   b. Control: On/off operation, hot-water-supply temperature set-point adjustment.
2. A BACnet communication interface with building automation system shall enable building automation system operator to remotely control and monitor the boiler from an operator workstation. All monitoring and control features, which are available at the local boiler control panel, shall also be available at the remote operator workstation through the building automation system.

2.6 ELECTRICAL POWER

A. Controllers, Electrical Devices, and Wiring: Electrical devices and connections are shown on Drawings and specified in electrical Sections.

B. Single-Point Field Power Connection: Factory-installed and -wired switches, motor controllers, transformers, and other electrical devices necessary shall provide a single-point field power connection to boiler.

1. House in NEMA 250, Type 1 enclosure.
2. Wiring shall be numbered and color coded to match wiring diagram.
3. Install factory wiring outside of an enclosure in a metal raceway.
4. Field power interface shall be to fused disconnect switch.
5. Provide branch power circuit to each motor and to controls with a disconnect switch or circuit breaker.
6. Provide each motor with overcurrent protection.

2.7 VENTING KITS

A. The following will be provided for the boiler as a part of a future boiler installation project:

1. Kit: Complete system, ASTM A959, Type 29-4C stainless steel pipe, vent terminal, thimble, indoor plate, vent adapter, condensate trap and dilution tank, and sealant.
2. Combustion-Air Intake: Complete system, stainless steel pipe, vent terminal with screen, inlet air coupling, and sealant.

2.8 SOURCE QUALITY CONTROL

A. UL Compliance: Test gas-fired boilers having input of more than 400,000 Btu/h for compliance with UL 795. Boilers shall be listed and labeled by a testing agency acceptable to authorities having jurisdiction.

B. UL Compliance, Gas-Fired: Test gas-fired boilers for compliance with UL 2764. Boilers shall be listed and labeled by a testing agency acceptable to authorities having jurisdiction.

C. CSA Compliance: Test boilers for compliance with ANSI Z21.13-2017/CSA 4.9.

D. Performance Testing: Test and label boilers for efficiency to comply with AHRI 1500.

E. Burner and Hydrostatic Test: Factory adjust burner to eliminate excess oxygen, carbon dioxide, oxides of nitrogen emissions, and carbon monoxide in flue gas and to achieve combustion efficiency; perform hydrostatic test.

F. Test and inspect factory-assembled boilers, before shipping, in accordance with 2017 ASME Boiler and Pressure Vessel Code. Factory test boilers for safety and functionality; fill boiler with water, and fire throughout firing range, to prove operation of all safety components.

G. Allow Owner access to source quality-control testing of boilers. Notify Architect 14 days in advance of testing.

PART 3 - EXECUTION

3.1 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

B. Provide services of a manufacturer's authorized representative to perform combustion test including boiler firing rate, gas flow rate, heat input, burner manifold gas pressure, percent carbon monoxide, percent oxygen, percent excess air, flue gas temperature at outlet, ambient temperature, net stack temperature, percent stack loss, percent combustion efficiency, and heat output. Perform test at minimum, mid-range, and high fire.

C. Tests and Inspections:

1. Perform installation and startup checks in accordance with manufacturer's written instructions.
2. Leak Test: Hydrostatic test. Repair leaks and retest until no leaks exist.
3. Operational Test: Start units to confirm proper motor rotation and unit operation. Adjust air-fuel ratio and combustion.
4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
    a. Check and adjust initial operating set points and high- and low-limit safety set points of fuel supply, water level, and water temperature.
    b. Set field-adjustable switches and circuit-breaker trip ranges as indicated.

D. Boiler will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

F. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

3.2 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain boilers. Refer to Section 017900 "Demonstration and Training." Video record the training sessions and provide electronic copy to Owner.

1. Instructor shall be factory trained and certified.
2. Provide not less than two hours of training.
3. Train personnel in operation and maintenance and to obtain maximum efficiency in plant operation.
4. Provide instructional videos showing general operation and maintenance that are coordinated with operation and maintenance manuals.
5. Obtain Owner sign-off that training is complete.
6. Owner training shall be held at Project site.

END OF SECTION 235216

SECTION 236416 - CENTRIFUGAL WATER CHILLERS

PART 1 - GENERAL

1.1 SUMMARY

A. This equipment purchase specification is for ONE (1) chiller as defined below. This machine shall be delivered to the Buyer for storage at the project site until ready for installation under a separate project.

1.2 DEFINITIONS

A. COP: Coefficient of performance. The ratio of the rate of heat removal to the rate of energy input, using consistent units for any given set of rating conditions.

B. DDC: Direct digital control.

C. EER: Energy-efficiency ratio. The ratio of the cooling capacity given in terms of Btu/h to the total power input given in terms of watts at any given set of rating conditions.

D. IPLV: Integrated part-load value. A single-number part-load efficiency figure of merit for a single chiller calculated according to the method defined by AHRI 550/590 and referenced to AHRI standard rating conditions.

E. kVAR: Kilovolt-ampere reactive.

F. NPLV: Nonstandard part-load value. A single-number part-load efficiency figure of merit for a single chiller calculated according to the method defined by AHRI 550/590 and intended for operating conditions other than the AHRI standard rating conditions.

G. SCCR: Short-circuit current rating.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include refrigerant, rated capacities, operating characteristics, furnished specialties, and accessories.
2. Performance at AHRI standard conditions and at conditions indicated.
3. Performance at AHRI standard unloading conditions.
4. Minimum evaporator flow rate.
5. Minimum condenser flow rate.
6. Refrigerant capacity of chiller.
7. Oil capacity of chiller.
8. Fluid capacity of evaporator, condenser.
9. Characteristics of safety relief valves.
10. Minimum entering condenser-fluid temperature.

11. Performance at varying capacities with constant design condenser-fluid temperature. Repeat performance at varying capacities for different condenser-fluid temperatures from design to minimum in 10 deg F increments.
12. Force and moment capacity of each piping connection.

1.4 INFORMATIONAL SUBMITTALS

A. Source Quality-Control Certifications for chillers.

B. Field quality-control reports.

C. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For each chiller to include in emergency, operation, and maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Touch-up Paint: 32-oz. container of paint used for finish coat. Label outside of container with detailed description of paint to allow for procurement of a matching paint in the future.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Ship chillers from the factory fully charged with refrigerant. Charge each chiller with nitrogen if refrigerant is shipped in containers separate from chiller.

1.8 WARRANTY

A. Manufacturer Standard Warranty: Manufacturer and Installer agree to repair or replace chillers that fail in materials or workmanship within standard parts and labor warranty period of one year.

B. Special Warranty: Manufacturer and Installer agree to repair or replace components of chillers that fail in materials or workmanship within specified warranty period.

1. Extends Standard Warranty for an additional year for part and labor for the entire unit followed by an additional 2 years of parts and labor for the compressor only

C. Warranty starts at equipment start up (estimated to be late 2025)

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Condenser-Fluid Temperature Performance:

1. Startup Condenser-Fluid Temperature: Chiller is to be capable of starting with an entering condenser-fluid temperature of 40 deg F and providing stable operation until the system temperature is elevated to the minimum operating entering condenser-fluid temperature.
2. Minimum Operating Condenser-Fluid Temperature: Chiller is to be capable of continuous operation over the entire capacity range indicated with an entering condenser-fluid temperature of 60 deg F.
3. Make factory modifications to standard chiller design if necessary to comply with performance indicated.

B. Site Altitude: Chiller is to be suitable for altitude at which installed without affecting performance indicated. Make adjustments to affected chiller components to account for site altitude.

1. Site Altitude: 3,200 ft above sea level

C. ASHRAE Compliance:

1. ASHRAE 15 for safety code for mechanical refrigeration.
2. ASHRAE 147 for refrigerant leaks, recovery, and handling and storage requirements.
3. ASHRAE/IES 90.1.

D. AHRI Compliance:

1. Unit shall be certified in accordance with the AHRI Water-Cooled Water-Chilling and Heat Pump Water-Heating Packages Certification program which is based on AHRI Standard 550/590

E. ASME Compliance: Fabricate and label chillers to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1, as applicable to chiller design. For chillers charged with R-134a, R-513A, or R-1234ze(E) refrigerant, include an ASME U-stamp and nameplate certifying compliance.

F. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

G. Comply with requirements of Underwriters Laboratories and include label by a qualified testing agency showing compliance.

H. Operation Following Loss of Normal Power:

1. Equipment, associated factory- and field-installed controls, and associated electrical equipment and power supply connected to backup power system are to automatically return equipment and associated controls to the operating state occurring immediately

before loss of normal power without need for manual intervention by an operator when power is restored either through a backup power source, or through normal power if restored before backup power is brought online.

2.2 CAPACITIES AND CHARACTERISTICS

A. Capacity: 225 tons each.

1. Full-Load Efficiency at Performance Conditions:
   a. Power Input/Cooling Output: 0.556 kW/Ton.

2. Part-Load Efficiency:
   a. NPLV.IP: 0.338 kW/ton
   b. Part load (kW/ton):
      1) 0.420 @ 75%
      2) 0.298 @ 50%
      3) 0.276 @ 25%

3. Evaporator:
   a. Fluid Type: Water.
   b. Design Fluid Flow Rate: 540 GPM.
   c. Minimum Fluid Flow Rate: 142 GPM.
   d. Entering-Fluid Temperature: 54 deg F.
   e. Leaving-Fluid Temperature: 44 deg F.
   f. Design Fluid-Pressure Drop: 25 feet of H2O.
   g. Fouling Factor: 0.0001 sq. ft. x h x deg F/Btu

4. Condenser:
   a. Fluid Type: Water.
   b. Design Fluid Flow Rate: 625 GPM.
   c. Entering-Fluid Temperature: 80 deg F.
   d. Leaving-Fluid Temperature: 90 deg F.
   e. Design Fluid-Pressure Drop: 15 feet of H2O
   f. Fouling Factor: 0.00025 sq. ft. x h x deg F/Btu.

5. Compressor:

   a. Number of Compressors: Two.
   b. First Compressor Rated-Load Amperes: 94 A.
   c. First Compressor Locked-Rotor Amperes: 103 A.
   d. Second Compressor Rated-Load Amperes: 94 A.
   e. Second Compressor Locked-Rotor Amperes: 103 A.

6. Chiller Control Electrical Requirements:
   a. Power Connections: Integral.
   b. Volts: 120 V ac.
   c. Phase: Single.
   d. Hertz: 60.
7. Chiller Electrical Requirements:
   a. Power Connection: Multipoint

b. Power Input: 125 kW.
c. Power Factor: 0.98.
d. Minimum Circuit Ampacity (Per Compressor): 118 A.
e. Maximum Overcurrent Protection Device (Per Compressor): 200 A.
f. Volts: 480 V ac.
g. Phase: Three.
h. Hertz: 60.

2.3 CENTRIFUGAL WATER CHILLERS

A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. Daikin Applied – see drawing schedule for specific model
2. Note: No other manufacturer's unit will be permitted

B. Description: Factory-assembled and -tested chiller complete with compressor(s), compressor motor(s), compressor motor controller(s), evaporator, condenser, controls, interconnecting unit piping and wiring, and indicated accessories.

1. Dual-Compressor Chillers: For chillers with dual compressors, provide each compressor with a dedicated motor and motor controller, and provide for continued operation when either compressor-drive assembly fails.

C. Fabricate chiller mounting base with reinforcement strong enough to resist chiller movement during a seismic event when chiller is anchored to field support structure.

D. Compressor-Drive Assembly: Single-stage or multistage, variable- or dynamic-displacement, centrifugal-type compressor driven by an electric motor.

1. Oil-Free Technology:
   a. Compressors must have oil-free technology using a permanent magnet synchronous motor, magnetic bearings, integral variable-frequency controller, and digital electronic controls.
2. Compressor:
   a. Casing: Cast iron, precision ground.
   b. Impeller: High-strength cast-aluminum or cast-aluminum alloy on carbon- or alloy-steel shaft.
3. Drive: Direct-drive, hermetic design, using an electric motor as the driver.
   a. Seals: Seal drive assembly to prevent refrigerant leakage.
4. Compressor Motor:
   a. Continuous-duty, squirrel-cage, induction-type, two-pole motor with energy efficiency required to suit chiller energy efficiency indicated.
   b. Factory mounted, aligned, and balanced as part of compressor assembly before shipping.
   c. Motor is to be of sufficient capacity to drive compressor throughout entire operating range without overload and with sufficient capacity to start and accelerate compressor without damage.
5. Vibration Balance: Balance chiller compressor and drive assembly to provide a precision balance that is free of noticeable vibration over the entire operating range.
6. Service: Easily accessible for inspection and service.

a. Compressor's internal components are to be accessible without having to remove compressor-drive assembly from chiller.
b. Provide lifting lugs or eyebolts attached to casing.

7. Capacity Control: Modulating, variable-speed, guide-vane assembly to achieve performance indicated.
   a. Maintain stable operation that is free of surge, cavitation, and vibration throughout range of operation. Configure to achieve most energy-efficient operation possible.
   b. Operating Range: From 100 to 10 percent of design capacity.
   c. Chillers with variable-frequency controllers must modulate compressor speed with variable-inlet, guide-vane control to achieve optimum energy efficiency.

E. Refrigeration:

1. Refrigerant:
   a. Type: R-513A
   b. Compatibility: Chiller parts exposed to refrigerants are to be fully compatible with refrigerants, and pressure components are to be rated for refrigerant pressures.
2. Refrigerant Flow Control: Manufacturer's standard refrigerant flow-control device satisfying performance requirements indicated.
3. Pressure Relief Device:
   a. Comply with requirements in ASHRAE 15, ASHRAE 147, and applicable portions of ASME Boiler and Pressure Vessel Code, Section VIII, Division 1.
   b. Select and configure pressure relief devices to protect against corrosion and inadvertent release of refrigerant.
   c. Where dual pressure relief devices are installed in series, provide a sensor with indicator between devices to indicate refrigerant release past first device.
   d. Provide pressure relief valve(s) for each chiller heat exchanger. Provide condenser with dual valves, one being redundant and configured to allow either valve to be replaced without loss of refrigerant.
4. Refrigeration Transfer: Provide service valves and other factory-installed equipment and accessories required to facilitate transfer of refrigerant from chiller to a remote refrigerant storage and recycling system. Comply with requirements in ASHRAE 15 and ASHRAE 147.

F. Evaporator:

1. Description: Shell-and-tube design, with water in tubes and refrigerant surrounding tubes within shell. Shell is separate from condenser.
2. Shell Material: Carbon-steel rolled plates with continuously welded seams or seamless pipe.
3. Designed to prevent liquid refrigerant carryover from entering compressor.
4. Evaporator must have sight glass or other form of positive visual verification of liquid-refrigerant level.
5. Tubes:
   a. Individually replaceable from either end and without damage to tube sheets and other tubes.
   b. Mechanically expanded into end sheets and physically attached to intermediate tube sheets.
   c. Material: Copper
   d. Nominal OD: Manufacturer's choice.
   e. Minimum Wall Thickness: 0.025 inch.

f. External Finish: Manufacturer's standard.
g. Internal Finish: Enhanced or smooth.

6. End Tube Sheets: Continuously welded to each end of shell; drilled and reamed to accommodate tubes, with positive seal between fluid in tubes and refrigerant in shell.
7. Intermediate Tube Sheets: Installed in shell and spaced along length of tube at intervals required to eliminate vibration and to avoid contact of tubes resulting in abrasion and wear.
8. Water Box:
   a. Cast-iron or carbon-steel construction; arranged to provide visual inspection and cleaning of tubes from either end without disturbing refrigerant in shell.
   b. Provide hinged water boxes with lifting lugs or eyebolts.
   c. Nozzle Pipe Connections: Welded, ASME B16.5, raised-face flange
   d. Thermistor or RTD temperature sensor factory installed in each nozzle.
   e. Fit each water box with 3/4- or 1-inch drain connection at low point and vent connection at high point, each with threaded plug.
9. Additional Corrosion Protection:
   a. Coat wetted surfaces with a corrosion-resistant finish.
10. Flow Sensor: Thermal dispersion type, factory calibrated for Project-specific application.

G. Condenser:

1. Description: Shell-and-tube design, with water in tubes and refrigerant surrounding tubes within shell. Shell is to be separate from evaporator.
2. Shell Material: Carbon-steel rolled plates with continuously welded seams or seamless pipe.
3. Designed to prevent direct impingement of high-velocity hot gas from compressor discharge on tubes.
4. Condenser is to have sight glass or other form of positive visual verification of refrigerant charge and condition.
5. Tubes:
   a. Individually replaceable from either end and without damage to tube sheets and other tubes.
   b. Mechanically expanded into end sheets and physically attached to intermediate tube sheets.
   c. Material: Copper
   d. Nominal OD: Manufacturer's choice.
   e. Minimum Wall Thickness: 0.025 inch.
   f. External Finish: Manufacturer's standard.
   g. Internal Finish: Enhanced or smooth.
6. End Tube Sheets: Continuously welded to each end of shell; drilled and reamed to accommodate tubes, with positive seal between fluid in tubes and refrigerant in shell.
7. Intermediate Tube Sheets: Installed in shell and spaced along length of tube at intervals required to eliminate vibration and to avoid contact of tubes resulting in abrasion and wear.
8. Water Box:
   a. Cast-iron or carbon-steel construction; arranged to provide visual inspection and cleaning of tubes from either end without disturbing refrigerant in shell.
   b. Provide hinged water boxes with lifting lugs or eyebolts.
   c. Nozzle Pipe Connections: Welded, ASME B16.5, raised-face flange.
   d. Thermistor or RTD temperature sensor factory installed in each nozzle.

e. Fit each water box with 3/4- or 1-inch drain connection at low point and vent connection at high point, each with threaded plug.

9. Additional Corrosion Protection:
   a. Coat wetted surfaces with a corrosion-resistant finish.
10. Flow Sensor: Thermal dispersion type, factory calibrated for Project-specific application.

H. Insulation:

1. Closed-cell, flexible elastomeric thermal insulation complying with ASTM C534, Type I for tubular materials and Type II for sheet materials.
   a. Thickness: 3/4 inch.
2. Adhesive: As recommended by insulation manufacturer.
3. Factory-applied insulation over all cold surfaces of chiller capable of forming condensation. Components include, but are not limited to, evaporator shell and end tube sheets, evaporator water boxes including nozzles, refrigerant suction pipe from evaporator to compressor, cold surfaces of compressor, refrigerant-cooled motor, and auxiliary piping.
   a. Apply adhesive to 100 percent of insulation contact surface.
   b. Before insulating steel surfaces, prepare surfaces for paint, and prime and paint as indicated for other painted components. Do not insulate unpainted steel surfaces.
   c. Seal seams and joints to provide a vapor barrier.
   d. After adhesive has fully cured, paint exposed surfaces of insulation to match other painted parts.
   e. Manufacturer has option to factory or field insulate chiller components installed in multiple pieces to reduce potential for damage during installation.
   f. Manufacturer has option to factory or field insulate water boxes and nozzles to reduce potential for damage during installation.
4. Field-Applied Insulation:
   a. Components that are not factory insulated are to be field insulated to comply with requirements indicated.
   b. Manufacturer must be responsible for chiller insulation whether factory or field installed, to ensure manufacturer is the single point of responsibility for chillers.
   c. Manufacturer factory-authorized service representative is to instruct and supervise installation of field-applied insulation.
   d. After field-applied insulation is complete, paint insulation to match factory-applied finish.

I. Electrical:

1. Factory installed and wired, and functionally tested at factory before shipment.
2. Multi-point, field-power connections. For power panels, Minimum SCCR according to UL 508 is to be as required by electrical power distribution system, but not less than 65,000 A.
3. Electrical contractor to provide and install fused disconnects for each power connection.
4. Control-circuit transformer with primary and secondary side fuses.
5. Terminal blocks with numbered and color-coded wiring to match wiring diagram. Spare wiring terminal block for connection to external controls or equipment.
6. Factory-installed wiring located outside of enclosures is to be installed in metal raceway. Provide terminal connections with not more than a 24-inch length of liquid tight or flexible metallic conduit.

J. Variable-Frequency Controller:

1. Motor controllers to be factory mounted and wired on the chiller.
2. Description: NEMA ICS 2; listed and labeled according to UL 508 as a complete unit and arranged to provide variable speed by adjusting output voltage and frequency.
3. Enclosure: Unit mounted, NEMA 250, Type 1, with hinged full-front access door with lock and key.
4. Integral Disconnecting Means: NEMA AB 1, instantaneous-trip circuit breaker with lockable handle. Minimum SCCR according to UL 508 is to be as required by electrical power distribution system, but not less than 65,000 A.
5. Technology: Pulse width modulated (PWM) output with insulated gate bipolar transistors; suitable for variable torque loads.
6. Harmonic Distortion Filter: The chiller shall be equipped with a factory-mounted and wired passive harmonic filter guaranteed to meet the IEEE Standard 519 at an Isc/IL ratio greater than 20.

K. Accessory Control Relays:

1. Control Relays: Auxiliary and adjustable time-delay relays.
2. Devices are to be factory installed in controller enclosure unless otherwise indicated.

L. Chiller Capacity Control Interface: Equip chiller with adaptive control logic to automatically adjust the compressor motor speed and the compressor pre-rotation inlet vane position independently to achieve maximum part-load efficiency in response to sensor inputs that are integral to the chiller controls.

M. Controls:

1. Description: Standalone and microprocessor based, with all memory stored in nonvolatile memory, so that reprogramming is not required on loss of electrical power.
2. Enclosure: Unit mounted, NEMA 250, Type 1, hinged or lockable, factory wired with a single-point, with field-power connection and a separate control circuit.
3. House factory-installed wiring outside of enclosures in a NFPA 70-approved raceway.
4. BAS DDC System Interface: Factory install hardware and software to enable system to monitor, control, and display chiller status and alarms.
    a. BACnet IP/Ethernet protocol

N. Finish:

1. Paint chiller, using manufacturer's standard procedures, except comply with the following minimum requirements:
    a. Paint surfaces that are to be insulated before applying the insulation.
    b. Paint installed insulation to match adjacent uninsulated surfaces.
    c. Color of finish coat is to be manufacturer's standard.

O. Accessories:

1. Flow Switches:
    a. Chiller manufacturer is to furnish a switch for each evaporator and condenser and verify field-mounting location before installation.
2. Vibration Isolation:

a. Chiller manufacturer is to furnish vibration isolation for each chiller.
b. Neoprene Pad:
    1) Two layers of 0.375-inch- thick, ribbed- or waffle-pattern neoprene pads separated by a 16-gauge, stainless steel plate.
    2) Fabricate pads from 40- to 50 -durometer neoprene.
    3) Provide stainless steel square bearing plate to load the pad uniformly between 20 and 40 psig with a 0.12- to 0.16-inch deflection.

2.4 SOURCE QUALITY CONTROL

A. AHRI Certification: Certify chiller in accordance with "Water-Cooled Chiller Certification Program."

B. Perform functional run tests of chillers before shipping.

C. Factory Performance Testing:

1. Factory performance test chillers, before shipping, in accordance with AHRI 550/590.
2. Allow Owner access to place where chillers are being tested. Notify Owner in writing at least 30 days in advance of testing.
3. Prepare test report indicating test procedures, instrumentation, test conditions, and results. Submit copy of results within one week of test date.

D. Factory test and inspect evaporator and condenser according to ASME Boiler and Pressure Vessel Code: Section VIII, Division 1. Pressure test fluid side of heat exchangers, including water boxes, to 1.5 times the rated pressure. Pressure proof test refrigerant side of heat exchangers to a minimum of 45 psig. Vacuum and pressure test for leaks.

PART 3 - EXECUTION

3.1 STARTUP SERVICE

A. As a part of this equipment purchase, include cost of engaging a factory-authorized service representative to perform startup service.

1. Complete installation and startup checks according to manufacturer's written instructions.
2. Verify that refrigerant charge is sufficient and chiller has been leak tested.
3. Verify that pumps are installed and functional.
4. Verify that thermometers and gauges are installed.
5. Operate chiller for run-in period.
6. Check bearing lubrication and oil levels.
7. Verify that refrigerant pressure relief device is vented outside.
8. Verify proper motor rotation.
9. Verify static deflection of vibration isolators, including deflection during chiller startup and shutdown.
10. Verify and record performance of fluid flow and low-temperature interlocks for evaporator and condenser.
11. Verify and record performance of chiller protection devices.

12. Test and adjust controls and safeties. Replace damaged or malfunctioning controls and equipment.

B. Inspect field-assembled components, equipment installation, piping, controls and electrical connections for proper assembly, installation, and connection.

C. Visually inspect chiller for damage before starting. Repair or replace damaged components, including insulation. Do not start chiller until damage that is detrimental to operation has been corrected.

D. Prepare test and inspection startup reports.

3.2 WARRANTY PERIOD TESTING

A. Within one month(s) of warranty period expiration, perform testing, analysis, and reporting indicated for each chiller.

B. Site Access and Scheduling:

1. Contact Owner to schedule testing at least 30 days in advance of testing.
2. Make mutually agreeable schedule adjustments to accommodate Owner's request for testing.
3. Review, with Owner, requirements for visitors in advance of testing.
4. Comply with Owner requirements for visitors while on-site.

3.3 DEMONSTRATION

A. As a part of this equipment purchase, include cost of engaging a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain chillers. Video record the training sessions and provide electronic copy to Owner.

1. Instructor must be factory trained and certified.
2. Provide not less than eight hours of training.
3. Train personnel in operation and maintenance and to obtain maximum efficiency in plant operation.
4. Provide instructional videos showing general operation and maintenance that are coordinated with operation and maintenance manuals.
5. Obtain Owner sign-off that training is complete.
6. Owner training is to be held at Project site.

END OF SECTION 236416

SECTION 236514 - OPEN-CIRCUIT, INDUCED-DRAFT, CROSSFLOW COOLING TOWERS

PART 1 - GENERAL

1.1 SUMMARY

A. This equipment purchase specification is for TWO (2) cooling towers as defined below. These machine4s shall be delivered to the Buyer for storage at the project site until ready for installation under a separate project.

1.2 DEFINITIONS

A. SCCR: Short-circuit current rating.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include rated capacities, pressure drop, fan performance data, rating at selected points indicated, and furnished specialties and accessories.
2. Maximum flow rate.
3. Minimum flow rate.
4. Pressure required at cooling tower supply piping connections.
5. Drift loss as percent of design flow rate.
6. Volume of water in suspension for purposes of sizing remote storage.
7. Sound:
    a. Sound pressure levels for operation with fan off, fan at minimum speed, and design speed. If sound requirements are indicated at a specific distance, submit performance using same distance for comparative analysis.
    b. Sound power levels in eight octave bands for operation with fans off, fans at minimum speed, and design speed.
8. Fan airflow at design conditions, brake horsepower, and drive losses (indicated in horsepower and percent of brake horsepower).
9. Fan motor electrical characteristics including, but not limited to, speed, voltage, phase, hertz, amperage, efficiency, and power factor at 100, 75, 50, and 25 percent of nameplate horsepower.
10. Electrical power requirements for each cooling tower component requiring power.

B. Shop Drawings:

1. Manufacturer's drawings of assembled cooling towers, control panels, sections, and elevations.
2. Assembled unit dimensions.
3. Diagram showing each separate piece requiring field assembly.
4. Shipped sub-assembly dimensions and weights for field assembly.
5. Assembled unit weight without water.

6. Operating weight and load distribution.
7. Unit vibration isolation.
8. Required clearances for maintenance and operation.
9. Sizes and dimensioned locations of piping and wiring connections.
10. Diagrams for power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings:

1. Drawings on which the following items are shown and coordinated with each other, using input from installers of the items involved:
   a. Structural supports.
   b. Piping roughing-in requirements.
   c. Conduit and wiring roughing-in requirements for controls and electrical power, including spaces reserved for controls and electrical equipment.
   d. Access requirements, including working clearances for controls and electrical equipment, and service clearances. Mark and label clearances.

B. Product Certificates: For certification required in "Quality Assurance" Article.

C. Field Test Reports: Include startup service reports.

D. Source quality-control reports.

E. Field quality-control reports.

F. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For each cooling tower to include in emergency, operation, and maintenance manuals.

B. Instructional Videos: Including those that are prerecorded and those that are recorded during training.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Belts:

1. Furnish one set(s) of matching belts for each unique belt configuration and size furnished.

B. Touchup Coating: 32-oz. container of paint coating used. Label outside of container with detailed description of coating to allow for procurement of a matching coating in the future.

1.7 QUALITY ASSURANCE

A. Testing Agency Qualifications: Certified by CTI.

B. CTI Certification: Cooling tower thermal performance according to CTI STD 201RS.

C. FM Global: Approval and listing in the latest edition of FM Global's "Approval Guide."

1.8 DELIVERY, STORAGE, AND HANDLING

A. Coordinate requirements for multi-piece assembly for shipment. Limit the number of separate pieces for field installation to as few as possible.

B. If factory assembly of multiple pieces is required for testing or other reasons, disassemble cooling tower into major assemblies as required by installation before packaging for shipment.

1. Clearly label each separate package with a unique designation and include with assembly instructions for each complete cooling tower.
2. Install seals on gear-drive assemblies to eliminate oil leakage during shipment if shipped with oil.

1.9 WARRANTY

A. Standard Warranty: Manufacturer agrees to repair or replace the following components of cooling towers that fail in materials or workmanship within 12 months of start-up:

1. All components of cooling tower.

B. Special Warranty: Fan and fan drive system components shall be warranted for five years after start-up.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Baltimore Aircoil Company: Model XES15E-1212-07GN (Basis of Design)
2. EVAPCO, Inc.
3. Marley; a brand of SPX Cooling Technologies, Inc.

2.2 CAPACITIES AND CHARACTERISTICS

a. Number of Cells: Two (2)

b. Air-Inlet Arrangement: One side.

c. Waterside:

1) Design Water Flow per Cell: 625 gpm.
2) Minimum Water Flow per Cell: 350 gpm.
3) Water Pressure Drop: 5 psig.
4) Entering-Water Temperature: 90 deg F.
5) Leaving-Water Temperature: 80 deg F.

d. Airside:

1) Entering-Air Wet-Bulb Temperature: 71 deg F.
2) Altitude: 3,200 ft.
3) Airflow per Cell: 49,600 cfm.

e. Fan Drive Assembly:

1) Type: Belt.
2) Fan Motor:

a) Type: Variable speed.
b) Motor Size per Cell: 2 @ 3 HP each.
c) Electrical Characteristics: 480-V ac, 3 phase, 60 Hz.

2.3 PERFORMANCE REQUIREMENTS

A. Structural Performance: Cooling tower and support structure shall withstand the effects of loads and stresses within limits and under conditions indicated according to governing code.

B. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

D. Vibration:

1. Rotating assemblies shall be dynamically balanced to achieve a balance level of "good" while complying with industry-standard requirements for cooling towers.
2. Critical speed shall be at least 115 percent of design speed.

2.4 CASING AND FRAME

A. Casing Material: Galvanized steel, ASTM A 653, G235 coating.

B. Frame Material: Galvanized steel, ASTM A 653, G235 coating.

C. Hardware: Galvanized steel.

D. Joints and Seams: Sealed watertight.

E. Welded Connections: Sealed watertight by continuous welds.

2.5 PRESSURIZED DISTRIBUTION NETWORK

A. Main header and lateral branch piping designed for even distribution over fill throughout the entire flow range without the need for balancing valves and for connecting individual, easily removable, non-clogging spray nozzles.

B. Pipe Material: Schedule 40 PVC or galvanized steel.

C. Spray Nozzle Material: polypropylene or PVC.

D. Piping Supports: Corrosion-resistant hangers and supports to resist movement during operation and shipment.

E. Main inlet and outlet pipe connections shall be ASME Class 150 flat face flanges.

2.6 FILL

A. Materials: PVC, with maximum flame-spread index of 5 according to ASTM E 84. Self-extinguishing per ASTM-568.

B. Minimum Thickness: 15 mils, before forming.

C. Fabrication: Fill-type sheets, fabricated, formed, and bonded together after forming into removable assemblies that are factory installed by manufacturer.

D. Fill Material Operating Temperature: Suitable for entering-water temperatures up through 130 deg F.

E. Hardware: Galvanized steel.

2.7 DRIFT ELIMINATORS

A. Material: PVC; with maximum flame-spread index of 5 according to ASTM E 84.

B. UV Treatment: Inhibitors to protect against damage caused by UV radiation.

C. Configuration: Multi-pass, designed and tested to reduce water carryover to 0.001 percent of design flow rate indicated.

D. Hardware: Galvanized steel.

2.8 AIR INLET

A. Air-Intake Louvers:

1. Material: PVC.
2. UV Treatment: Inhibitors to protect against damage caused by UV radiation.

3. Multiple, easily removable sections arranged to uniformly direct air into cooling tower, to minimize air resistance, to block direct sunlight, and to prevent water from splashing out of tower during all modes of operation including operation with fans off.

B. Removable Air-Intake Screens:

1. Galvanized -steel wire mesh with openings of size sufficient to not restrict airflow or impact performance.
2. Segmented into manageable individual sections arranged to facilitate independent removal of each section without disturbing adjoining sections.

C. Hardware: Galvanized steel.

2.9 FAN AND DRIVE ASSEMBLY

A. Axial Fan: Balanced at the factory after assembly.

1. Blade Material: Aluminum or galvanized steel.
2. Hub Material: Aluminum or galvanized steel.
3. Blade Pitch: Field adjustable.
4. Fan Shaft: Stainless steel.
5. Fan Shaft Bearings: Self-aligning ball or roller bearings with moisture-proof seals and premium, moisture-resistant grease suitable for temperatures between minus 20 and plus 300 deg F. Bearings designed for an L-10 life of 80,000 hours.
6. Bearings Grease Fittings: Extended lubrication lines to an easily accessible location.

B. Belt Drive:

1. Service Factor: 1.5 based on motor nameplate horsepower.
2. Sheaves: Fan and motor shafts shall have taper-lock sheaves fabricated from corrosion-resistant materials.
3. Belt: One-piece, multi-grooved, solid-back belt.
4. Belt Material: Oil resistant, non-static conducting, and constructed of neoprene polyester cord.
5. Belt-Drive Guard: Comply with OSHA regulations.

C. Fan Motor:

1. Comply with NEMA MG 1 unless otherwise indicated.
2. Capacity and Torque Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, at installed altitude and environment, with indicated operating sequence, and without exceeding nameplate ratings or considering service factor.
3. Motor Enclosure: Totally enclosed and with epoxy or polyurethane finish.
4. Rotor: Random-wound, squirrel cage.
5. Energy Efficiency: NEMA Premium Efficient.
6. Service Factor: 1.15.
7. Insulation: Class H.
8. Variable-Speed Motors: Inverter-duty rated per NEMA MG 1, Section IV, "Performance Standard Applying to All Machines," Part 31, "Definite-Purpose, Inverter-Fed, Polyphase Motors."

9. Motor Base: Adjustable, or other suitable belt-tensioning provisions.
10. Motor Shaft Grounding: Motors shall be controlled through variable-frequency controllers with shaft grounding system to protect motor bearings from induced voltage. Drag on motor shaft due to shaft ground system shall be less than 0.5 percent of motor nameplate horsepower.
11. Include space heater to prevent condensation when motor is not in use

D. Hardware: Galvanized steel.

2.10 AIR DISCHARGE

A. Low-Profile Fan Discharge Stack:

1. Manufacturer's standard low-profile design.
2. Material: Material to match casing.
3. Stack Termination: Wire-mesh, galvanized-steel screens; segmented into multiple removable pie sections and complying with OSHA regulations.

B. Hardware: Galvanized steel.

2.11 ELECTRICAL POWER

1. Electrical contractor to field-install disconnect switches for fans.

2.12 CONTROLS

A. Vibration Switch: For each fan drive.

1. Enclosure: NEMA 250, Type 4X.
2. Vibration Detection: Sensor with a field-adjustable, acceleration-sensitivity set point in a range of 0 to 1 g and frequency range of 0 to 3000 cycles per minute. Cooling tower manufacturer shall recommend switch set point for proper operation and protection.
3. Switch shall have manual-reset button hardwired connection to fan motor electrical circuit.
4. Switch shall have field connection to a control system hardwired connection to fan motor electrical circuit.
5. Switch shall, on sensing excessive vibration, signal an alarm for connection to control system and shut down the fan.

2.13 SERVICE ACCESS

A. Doors:

1. Large enough for personnel to access cooling tower internal components.
2. Doors shall be hinged with handles operable from both sides of the door.
3. Door materials shall match casing.
4. Hinges and handles shall be stainless steel.

B. External Ladders with Safety Cages: Aluminum galvanized-steel fixed ladders with ladder extensions to access external platforms and top of cooling tower from adjacent grade without the need for portable ladders. Comply with 29 CFR 1910.27.

C. External Platforms with Handrails: galvanized-steel bar grating at cooling tower access doors when cooling towers are elevated and not accessible from grade.

D. Handrail: galvanized steel complete with knee rail and toe board, around external platforms and top of cooling tower. Comply with 29 CFR 1910.23.

E. Internal Platforms: galvanized-steel bar grating.

1. Spanning the collection basin from one end of cooling tower to the other and positioned to form a path between. Platform shall be elevated so that all parts are above the high water level of the collection basin.
2. Elevated internal platforms with handrails accessible from fixed vertical ladders to access the fan drive assembly when out of reach.

F. Hardware: Galvanized steel when connecting galvanized-steel components; stainless steel when connecting other materials.

2.14 HOISTING ASSEMBLY

A. Hoisting assembly consisting of pedestal base, davit arm, and winch to accommodate lowering and raising cooling tower components from their installed location to the base of cooling tower supports.

1. Cooling tower components serviceable by hoisting assembly shall include, but not be limited to, fan stack, fan, fan drive, and fan motor.
2. Hoisting assembly shall be designed to accommodate heaviest single component plus a safety factor of 1.5.
3. Construct cooling tower structural supports and reinforcing to accommodate lifting heaviest load with safety factor.

B. Pedestal Base:

1. Equip each cooling tower cell with a pedestal base to accommodate an easily removable davit arm and winch assembly.
2. Position pedestal base at a location on cooling tower for hoisting assembly coverage to fan, fan motor, and fan drive assembly.
3. Pedestal base design shall be open-socket, or comparable, design that is configured to accept and secure an inserted portable davit arm.
4. Fit each pedestal base with an easily removable cap or plug designed to seal the open top of the base when the davit arm is not installed.
5. Fasten pedestal base to cooling tower using threaded hardware.
6. Construct pedestal base of hot-dip galvanized steel.

C. Davit Arm:

1. Each cooling tower cell shall have a davit arm.

2. Davit arm shall be an adjustable telescoping design with angular adjustment to accommodate varying lifting conditions required by the application.
3. Davit arm assembly shall be portable and capable of being relocated to any cooling tower cell pedestal base.
4. Construct davit arm of hot-dip galvanized steel.

D. Winch:

1. Each davit arm shall have a hand-operated winch.
   a. Hand-operated winch with gear mechanism to limit force on handle to not more than 80 lb when lifting the heaviest component.
2. Coat winch body and exposed components with corrosion-resistant finish that is rated for outdoor duty in a highly corrosive environment and exposed to direct sunlight.
3. Winch cable shall be stainless steel and terminated with a stainless-steel hook and quick disconnecting mechanism. Cable length shall be at least 1.5 times actual length required for application.

E. Hardware: 304 or 316 series stainless steel.

F. Nameplate:

1. Stamped or engraved aluminum or stainless-steel nameplate with rated load capacity on each davit arm and pedestal.
2. Letter size legible from a distance 60 inches and not less than 1/2 inch.
3. Fasten nameplate at multiple points with stainless-steel rivets or screws.

2.15 SOURCE QUALITY CONTROL

A. Performance Test: Factory test and certify cooling tower performance according to CTI STD 201RS, "Standard for the Certification of Water-Cooling Tower Thermal Performance."

1. Allow Owner access to place where cooling towers are being tested. Notify Owner in writing at least 30 days in advance of testing.
2. Prepare test report indicating test procedures, instrumentation, test conditions, and results. Submit copy of results within one week of test date.

B. Factory Functional Tests:

1. Test collection and distribution basins after assembly and prove free of leaks.
2. Test factory-installed fan and drive assemblies for proper operation.
3. Test access doors to ensure smooth operation and proper fit.
4. Allow Owner access to place where cooling towers are being tested. Notify Owner in writing at least 30 days in advance of testing.
5. Submit report documenting tests performed and results within one week of test date.

PART 3 - EXECUTION

3.1 STARTUP SERVICE

A. As a part of this equipment purchase, include cost of engaging a factory-authorized service representative to perform startup service.

B. Inspect field-assembled components, equipment installation, and piping; controls; and electrical connections for proper assemblies, installations, and connections.

C. Obtain performance data from manufacturer.

1. Complete installation and startup checks according to manufacturer's written instructions and perform the following:
   a. Clean entire unit including basins.
   b. Verify that accessories are properly installed.
   c. Verify clearances for airflow and for cooling tower servicing.
   d. Check for vibration isolation and structural support.
   e. Lubricate bearings.
   f. Verify fan rotation for correct direction and for vibration or binding and correct problems.
   g. Adjust belts to proper alignment and tension.
   h. Operate variable-speed fans through entire operating range and check for harmonic vibration imbalance. Set motor controller to skip speeds resulting in abnormal vibration.
   i. Check vibration switch setting. Verify operation.
   j. Verify that cooling tower air discharge is not recirculating air into tower or HVAC air intakes. Recommend corrective action.
   k. Replace defective and malfunctioning units.

D. Start cooling tower and associated water pumps. Follow manufacturer's written starting procedures.

E. Prepare a written startup report that records the results of tests and inspections.

3.2 ADJUSTING

A. Set and balance water flow to each tower inlet.

B. Adjust water-level control for proper operating level.

3.3 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain cooling towers.

1. Video record the training sessions.
2. Instructor shall be factory trained and certified.

3. Perform not less than 8 hours of training.
4. Train personnel in operation and maintenance and to obtain maximum efficiency in plant operation.
5. Perform instructional videos showing general operation and maintenance that are coordinated with operation and maintenance manuals.
6. Obtain Owner sign-off that training is complete.
7. Owner training shall be held at Project site.

END OF SECTION 236514.13

SECTION 260914 - ELECTRICAL POWER MONITORING AND CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes equipment and systems used to monitor and control electrical consumption:

1. Electronic Meter at Switchboards.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For power monitoring and control equipment.

1. Product Data submittals for multi-function meter equipment.
2. Include diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data.

1.4 COORDINATION

A. Coordinate features of distribution equipment and power monitoring and control components to form an integrated interconnection of compatible components.

1. Match components and interconnections for optimum performance of specified functions.

B. Coordinate Work of this Section with those in Sections specifying distribution components that are monitored or controlled by power monitoring and control equipment.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. Microprocessor-based monitoring and control of electrical power distribution system(s) that includes the following:

1. Electrical meters that monitor, control, and connect to the data transmission network.
2. LAN: High-speed, multi-access, open, nonproprietary, industry-standard communication protocols.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. UL Compliance: Listed and labeled as complying with UL 61010-1.

2.2 PERFORMANCE REQUIREMENTS

A. Addressable Devices: All transmitters and receivers shall communicate unique device identification and status reports to monitoring and control clients.

2.3 ELECTRONIC METER AT SWITCHBOARDS

A. Below is based on Electro Industries/GaugeTech P/N# ENCNX1500+-277-D2-60-20-V1-X-X-X-X; or equal.

B. The meter shall be UL listed and CE marked.

C. The meter shall come pre-wired as per NEC coloring code in a UL approved NEMA 1 enclosure.

D. Meter shall be designed for multifunction electrical measurement on 3 phase power systems.

E. Meter shall provide the following accuracies, measured as percent of reading at standard meter test points.

1. ANSI C12.20 0.1 CL and IEC 62053-22 0.2S class accuracy.
2. 0.06% energy accuracy.
3. Voltage accuracy within less than 0.05% for one second reading and less than 0.1% for high-speed readings.
4. Current accuracy within less than 0.025% for one second reading and less than 0.1% for high-speed readings.
5. Meter shall provide a one cycle high-speed frequency reading with a frequency resolution of better than 10 mHz.
6. Meter’s internal precision real time clock shall provide max accuracy of 3.5 ppm at full temperature range, with less than 10 seconds per month drift.
7. Meter shall provide accuracy test mode via software and the two front KYZ pulses. Test mode shall support positive/negative Wh, positive/negative VARh, per quadrants; test with or without TLC and PT/CT Compensation.
8. Meter shall support ability to pre-set accumulators to be used when swapping out a meter for accuracy testing and validation.

F. Meter shall measure power quality and be 3rd party certified in accordance with the IEC 61000-4-30 Class A Edition 3 standard.

1. Flicker measurements shall be performed in accordance with the IEC 61000-4-15 standard and calculate instantaneous, short term, and long-term measurements.
2. Meter shall allow viewing of voltage and current harmonic magnitudes in real time to the 127th order. Meter’s harmonic measurement shall be in accordance with the IEC 61000-4-7 standard.

3. Meter shall have 16-bit waveform and fault recorder, recording up to 1024 samples/cycle continuously on all 8 channels simultaneously.
4. Meter shall capture transients on 4 voltage input channels with at least 800,000 samples/cycle or 50 MHz sampling speed.
5. Meter shall support EN 50160 reporting with user customizable setpoints to meet jurisdictional requirements.

G. Meter shall provide four simultaneously operating communication ports and support multiple open protocols. Ports shall include:

1. ANSI Optical port.
2. Two 10/100BaseT Ethernet ports - one standard and one optional, with unique IP/MAC addressing.
3. Meter shall have high-speed USB port mounted on the front panel for configuration and data download.

H. Meter shall be field-upgradable to 4 GB of non-volatile memory for extensive data and waveform recording.

I. Meter shall have input/output expandability through four internal I/O option card slots on the meter's back and through optional external I/O modules.

1. Option cards shall be field-installable. Meter shall auto-detect the presence of any option cards. Option cards shall offer:
   a. RJ45 Ethernet expansion.
   b. Fiber optic Ethernet expansion.
   c. Dual RS485 / 4 pulse outputs.
   d. 6 relay outputs for limit-based control capability.
   e. 16 digital inputs.

J. Meter shall have eight built-in digital high-speed status inputs for event monitoring. Digital inputs shall be able to trigger waveform recording and/or send an IEC 61850 GOOSE message for distributed fault recording.

K. Meter shall have resilient cyber security, which shall provide:

1. Meter firmware signed with a digital signature that has 512-bit encryption and is embedded in the firmware, to ensure firmware integrity.
2. Customizable public key.
3. 128-bit AES encryption of passwords and usernames. Passwords shall allow 24 complex characters.
4. Admin level with full rights, that can enable/disable security, create users and assign roles, set expiration date for passwords and encryption key.
5. Ten customizable user levels.
6. Role-based authorization with eight configurable roles.
7. Security lockout to prevent security from being disabled.
8. Password fail timeouts to eliminate brute force hacking.
9. System events log for all secured transaction attempts.

L. Meter shall have a standard 4-year warranty.

PART 3 - EXECUTION

A. Not Applicable.

END OF SECTION 260914

SECTION 262413 - SWITCHBOARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Switchboards.
2. Disconnecting and overcurrent protective devices.
3. Instrumentation.
4. Control power.
5. Accessory components and features.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Switchboards.
2. Overcurrent protective devices.
3. Groud-fault protection devices.
4. Accessories.
5. Other components.
6. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.

B. Shop Drawings: For each switchboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details, including required clearances and service space around equipment. Show tabulations of installed devices, equipment features, and ratings.
2. Detail enclosure types for types other than UL 50E, Type 1.
3. Detail bus configuration, current, and voltage ratings.
4. Detail short-circuit current rating of switchboards and overcurrent protective devices.
5. Include evidence of listing, by qualified electrical testing laboratory recognized by authorities having jurisdiction, for series rating of installed devices.
6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
7. Include time-current coordination curves for each type and rating of overcurrent protective device included in switchboards.
8. Include schematic and wiring diagrams for power, signal, and control wiring.

C. Field Quality-Control Submittals:

1. Field Quality-Control Reports:
   a. Test procedures used.
   b. Test results that comply with requirements.

c. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

1.3 INFORMATIONAL SUBMITTALS

A. Sample warranties.

1.4 CLOSEOUT SUBMITTALS

A. Warranty documentation.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Submit one set of spare fuses of each size and type used in the equipment provided.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver switchboards in sections or lengths that can be moved past obstructions in delivery path.

B. Handle and prepare switchboards for installation in accordance with NEMA PB 2.1.

1.7 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period. Panelboard Warranty Period: Twenty-four (24) months from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SWITCHBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.
2. Siemens Industry, Inc., Energy Management Division.
3. Square D; Schneider Electric USA.

B. Source Limitations: Obtain switchboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.

C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for switchboards including clearances between switchboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.

D. Electrical Components, Devices, and Accessories: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

E. Comply with NEMA PB 2.

F. Comply with NFPA 70.

G. Comply with UL 891.

H. Front-Connected, Front-Accessible Switchboards:

1. Main Devices: Fixed, individually mounted.
2. Branch Devices: Panel mounted.
3. Sections front and rear aligned.

I. Indoor Enclosures: Steel, UL 50E, Type 1 .

J. Enclosure Finish for Indoor Units: Factory-applied finish in manufacturer's standard gray finish over rust-inhibiting primer on treated metal surface.

K. Barriers: Between adjacent switchboard sections.

L. Insulation and isolation for main bus of main section and main and vertical buses of feeder sections.

M. Service Entrance Rating: Switchboards intended for use as service entrance equipment may contain from one to six service disconnecting means with overcurrent protection, neutral bus with disconnecting link, grounding electrode conductor terminal, and main bonding jumper.

N. Bus Transition and Incoming Pull Sections: Matched and aligned with basic switchboard.

O. Buses and Connections: Three phase, four wire unless otherwise indicated.

1. Provide phase bus arrangement A, B, C from front to back, top to bottom, and left to right when viewed from front of switchboard.
2. Phase- and Neutral-Bus Material: Hard-drawn copper of 98 percent conductivity.
3. Copper feeder circuit-breaker line connections.
4. Load Terminals: Insulated, rigidly braced, runback bus extensions, of same material as through buses, equipped with mechanical connectors for outgoing circuit conductors. Provide load terminals for future circuit-breaker positions at full-ampere rating of circuit-breaker position.
5. Ground Bus: Minimum-size required by UL 891, hard-drawn copper of 98 percent conductivity, equipped with mechanical connectors for feeder and branch-circuit ground conductors.
6. Main-Phase Buses and Equipment-Ground Buses: Uniform capacity for entire length of switchboard's main and distribution sections. Provide for future extensions from both ends.
7. Disconnect Links:
   a. Isolate neutral bus from incoming neutral conductors.
   b. Bond neutral bus to equipment-ground bus for switchboards utilized as service equipment or separately derived systems.

8. Neutral Buses: 100 percent of ampacity of phase buses unless otherwise indicated, equipped with mechanical connectors for outgoing circuit neutral cables. Brace bus extensions for busway feeder neutral bus.

P. Future Devices: Equip compartments with mounting brackets, supports, bus connections, and appurtenances at full rating of circuit-breaker compartment.

Q. Energy reducing maintenance switch per NEC 240.87.

2.2 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
3. Electronic trip circuit breakers with RMS sensing; field-replaceable rating plug or field-replicable electronic trip; and the following field-adjustable settings:
    a. Instantaneous trip.
    b. Long- and short-time pickup levels.
    c. Long and short time adjustments.
    d. Ground-fault pickup level, time delay, and I squared t response.
4. MCCB Features and Accessories:
    a. Standard frame sizes, trip ratings, and number of poles.
    b. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor material.
    c. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.

2.3 INSTRUMENTATION

A. Provide an electronic meter (with meter test switch and instrument transformers) for Owner's use in the switchboard. Meter and related equipment shall meet the requirements of specification section 26 09 14. Provide circuit breaker in switchboard as required per metering requirements.

2.4 CONTROL POWER

A. Control Circuits:

1. 120 V(ac), supplied through secondary disconnecting devices from control-power transformer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Receive, inspect, handle, and store switchboards in accordance with NEMA PB 2.1.

1. Lift or move panelboards with spreader bars and manufacturer-supplied lifting straps following manufacturer's published instructions.
2. Use rollers, slings, or other manufacturer-approved methods if lifting straps are not furnished.
3. Protect from moisture, dust, dirt, and debris during storage and installation.
4. Install temporary heating during storage in accordance with manufacturer's published instructions.

B. Examine switchboards once delivered to project site. Reject switchboards that are moisture damaged or physically damaged.

END OF SECTION 262413

SECTION 263213.13 - DIESEL-ENGINE-DRIVEN GENERATOR SETS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Diesel engine.
2. Diesel fuel-oil system.
3. Control and monitoring.
4. Generator overcurrent and fault protection.
5. Generator, exciter, and voltage regulator.
6. Load bank.
7. Outdoor engine generator enclosure.

B. Related Requirements:

1. Section 263600 "Transfer Switches" for transfer switches including sensors and relays to initiate automatic-starting and -stopping signals for engine generators.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
2. Include thermal damage curve for generator.
3. Include time-current characteristic curves for generator protective device.
4. Include fuel consumption in gallons per hour at 0.8 power factor at 0.5, 0.75, and 1.0 times generator capacity.
5. Include generator efficiency at 0.8 power factor at 0.5, 0.75, and 1.0 times generator capacity.
6. Include airflow requirements for cooling and combustion air in cubic feet per minute at 0.8 power factor, with air-supply temperature of 95, 80, 70, and 50 deg F. Provide Drawings indicating requirements and limitations for location of air intake and exhausts.
7. Include generator characteristics, including, but not limited to, kilowatt rating, efficiency, reactances, and short-circuit current capability.

B. Shop Drawings:

1. Include plans and elevations for engine generator and other components specified. Indicate access requirements affected by height of subbase fuel tank.
2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Identify fluid drain ports and clearance requirements for proper fluid drain.
4. Design calculations for selecting vibration isolators and for designing vibration isolation bases.
5. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include base weights.
6. Include diagrams for power, signal, and control wiring. Complete schematic, wiring, and interconnection diagrams showing terminal markings for engine generators and functional relationship between all electrical components.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer manufacturer and testing agency.

B. Source Quality-Control Reports: Including, but not limited to, the following:

1. Certified summary of prototype-unit test report.
2. Certified Test Reports: For components and accessories that are equivalent, but not identical, to those tested on prototype unit.
3. Certified Summary of Performance Tests: Certify compliance with specified requirement to meet performance criteria for sensitive loads.
4. Report of factory test on units to be shipped for this Project, showing evidence of compliance with specified requirements.
5. Report of sound generation.
6. Report of exhaust emissions showing compliance with applicable regulations.
7. Certified Torsional Vibration Compatibility: Comply with NFPA 110.

C. Field quality-control reports.

D. Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For packaged engine generators to include in emergency, operation, and maintenance manuals.

1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
   a. List of tools and replacement items recommended to be stored at Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.
   b. Operating instructions laminated and mounted adjacent to generator location.
   c. Training plan.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fuses: One for every 10 of each type and rating, but no fewer than one of each.
2. Indicator Lamps: Two for every six of each type used, but no fewer than two of each.
3. Filters: One set each of lubricating oil, fuel, and combustion-air filters.
4. Tools: Each tool listed by part number in operations and maintenance manual.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

B. Testing Agency Qualifications: Accredited by NETA.

1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

1.8 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Caterpillar, Inc.; Electric Power Division.
2. Cummins Power Generation.
3. Generac.
4. Kohler Power Systems.

B. Source Limitations: Obtain packaged engine generators and auxiliary components from single source from single manufacturer.

C. Dimensional Limitations: Entire length of generator enclosure / sub-base fuel tank assembly shall not be longer than 19'-6".

2.2 PERFORMANCE REQUIREMENTS

A. B11 Compliance: Comply with B11.19.

B. NFPA Compliance:

1. Comply with NFPA 37.
2. Comply with NFPA 70.
3. Comply with NFPA 110 requirements for Level 1 EPSS.

C. UL Compliance: Comply with UL 2200.

D. Environmental Conditions: Engine generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:

1. Ambient Temperature: -5 to 104 deg F.
2. Relative Humidity: Zero to 95 percent.
3. Altitude: Sea level to 3200 feet.

2.3 ENGINE GENERATOR ASSEMBLY DESCRIPTION

A. Factory-assembled and -tested, water-cooled engine, with brushless generator and accessories.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

C. Power Rating: Standby.

D. EPSS Class: Engine generator shall be classified as a Class 24 according to NFPA 110.

E. Motor starting KVA shall be 1896 kVA based on a sustained RMS voltage drop of no more than 35% of no-load voltage with the specified kVA load at near zero power factor applied to the engine-generator set.

F. Power Factor: 0.8, lagging.

G. Frequency: 60 Hz.

H. Voltage: 480 -V ac.

I. Phase: Three-phase, four wire, wye.

J. Induction Method: Turbocharged.

K. Governor: Adjustable isochronous, with speed sensing.

L. Mounting Frame: Structural steel framework to maintain alignment of mounted components without depending on concrete foundation. Provide lifting attachments sized and spaced to prevent deflection of base during lifting and moving.

1. Rigging Diagram: Inscribed on metal plate permanently attached to mounting frame to indicate location and lifting capacity of each lifting attachment and engine generator center of gravity.

M. Capacities and Characteristics:

1. Power Output Ratings: Nominal ratings as indicated at 0.8 power factor excluding power required for the continued and repeated operation of the unit and auxiliaries.
2. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of component.

N. Engine Generator Performance:

1. Steady-State Voltage Operational Bandwidth: 3 percent of rated output voltage from no load to full load.
2. Transient Voltage Performance: Not more than 20 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within three seconds.
3. Steady-State Frequency Operational Bandwidth: 0.5 percent of rated frequency from no load to full load.
4. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
5. Transient Frequency Performance: Less than 5 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within five seconds.
6. Output Waveform: At no load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for single harmonics. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
7. Sustained Short-Circuit Current: For a three-phase, bolted short circuit at system output terminals, system shall supply a minimum of 250 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to generator system components.
8. Start Time:
   a. Comply with NFPA 110, Type 10 system requirements.
   b. 10 seconds.

2.4 DIESEL ENGINE AND ENGINE EQUIPMENT

A. Engine Type: Water-cooled, turbo-charged, four cycle, internal combustion engine.

B. Fuel Type: No. 2 diesel fuel with facility specific winter blend.

C. Governor: Isochronous electronic type to maintain engine speed within 0.5 percent, steady state, and 1 percent, no load to full load, with recovery to steady state within 2 seconds following sudden load changes.

D. Safety Devices: Engine shutdown on high water temperature, low oil pressure, over-speed, and engine over-crank. Limits as selected by manufacturer.

E. Engine Accessories: Include intake air filter, fuel filter, fuel priming pump, automatic electric fuel shutoff, fuel/water separator, gear-driven water pump, positive displacement mechanical full pressure lubrication oil pump, full flow lubrication oil filters with replaceable elements, dipstick oil level indicator, and oil drain valve with hose extension. Include engine mounted battery charging alternator with solid state voltage regulator.

F. Engine Jacket Heater: Thermal circulation type water heater with integral thermostatic control, sized to maintain engine jacket water at 90 degrees F (32 degrees C). Heater voltage shall be served from integral source.

G. Cooling System: Unit mounted radiator using glycol coolant, with blower type fan, coolant pump and thermostat temperature control sized to maintain safe engine temperature in ambient temperature of 105 degrees F. Radiator shall be provided with a duct adapter flange permitting the attachment of air discharge duct directing the discharge of radiator air through the wall. The equipment supplier shall provide 50% ethylene glycol antifreeze solution to fill engine cooling system.

H. Exhaust System:

1. Provide critical grade silencer, with muffler companion flanges and flexible stainless steel exhaust fitting, suitable for horizontal orientation, sized in accordance with engine manufacturer's instructions. The muffler shall be mounted so its weight is not supported by the engine.
2. Flexible exhaust connections shall be provided as required for connection between engine exhaust manifold and exhaust line, in compliance with applicable codes and regulations.
3. Provide an exhaust condensation trap with manual drain valve to trap and drain off exhaust condensation and to prevent condensation from entering the engine. Provide drain line to drip pan.
4. Provide a suitable rain cap at the stack outlet. Provide all necessary flanges and special fittings for proper installation.

I. Fuel System:

1. Provide 24-hour run time at full load. Provide UL 142 double wall sub base tank fuel tank; fill and vent package; fuel gauge; low fuel and high fuel float switch; overflow alarm. The fuel tank shall be pressure tested for a minimum of 2 hours to ensure its integrity.
2. Provide flexible supply and return line fittings and all connections for connecting fuel system to the engine in compliance with applicable codes and regulations. All fuel piping shall be pressure tested for minimum 2 hours.
3. Provide spare contacts for remote indication of fuel system detection alarms.
4. Provide a float switch in the rupture basin for remote indication of fuel tank leak.
5. Provide vent piping as required by the fuel tank manufacturer, and local and state codes.

J. Batteries: Heavy duty, diesel starting type, lead-acid storage batteries. Provide a DC battery starting system with number of batteries and battery capacity as sized by the manufacturer adequate for (4) 30 second cranking periods (total of 2 minutes) along with all additional loads being run on the DC system. Battery submittals shall include type, amp-hour rating and cold cranking amps.

K. Mounting: Provide unit with suitable spring-type vibration isolators and mount on structural steel base.

2.5 ALTERNATOR

A. Insulation: ANSI/NEMA MG 1, Class F- Standby.

B. Alternator Speed: 1,800 rpm.

C. The unit shall be single bearing, self-aligning 4-pole, brushless, synchronous type, revolving field windings, and direct driven centrifugal blower for proper cooling and minimum noise. No brushes will be allowed.

D. The unit shall be 3-phase, broad-range, re-connectable and shall have 12 leads brought out to allow connection by user to obtain any of the available voltages for the unit. Leads shall terminate in NEMA 1 connection enclosure. A fully rated, isolated neutral connection shall be included by manufacturer.

E. The alternator shall meet temperature rise standards of UL2200. The insulation system material shall be class F- Standby.

F. The regulator design shall include torque-matching characteristics to allow the engine to use its fullest power producing capacity (without exceeding it or over compensating) at speeds lower than rated, to optimize motor starting capability and provide the fastest possible recovery from transient speed dips. Regulators which use a fixed volt per hertz characteristic are not acceptable.

G. The alternator shall include a permanent magnet generator (PMG) exciter and electronic voltage regulator, and shall be self-ventilated drip-proof construction built in accordance with NEMA, AIEE and ANSI standards.

H. The alternator shall be protected against overloads and short circuits by electronic control panel protective functions. Functions shall be implemented electronically in the control panel. The generator design shall be of the self-protecting type as demonstrated by the prototype short circuit test. Systems utilizing 3-wire, solid state control elements rotating in the rotor, will not be acceptable.

2.6 GENERATOR OVERCURRENT AND FAULT PROTECTION

A. Overcurrent protective devices shall be coordinated to optimize selective tripping when a short circuit occurs.

1. Overcurrent protective devices for the entire EPSS shall be coordinated to optimize selective tripping when a short circuit occurs. Coordination of protective devices shall consider both utility and EPSS as the voltage source.
2. Overcurrent protective devices for the EPSS shall be accessible only to authorized personnel.

B. Generator Overcurrent Protective Device:

1. Circuit breaker(s) required:
    a. Provide a single mainline molded case circuit breaker, 100% electronic, on generator output with adjustable long time and short time delay and instantaneous trip; complying with NEMA AB 1 and UL489. Trip settings shall be factory set to generator thermal damage curve.
    b. Provide a mainline molded case circuit breaker on generator for load bank connection. Coordinate size with load bank requirements.

C. Generator Protector: Microprocessor-based unit shall continuously monitor current level in each phase of generator output, integrate generator heating effect over time, and predict when thermal damage of alternator will occur. When signaled by generator protector or other engine generator protective devices, a shunt-trip device in the generator disconnect switch shall open the switch to disconnect the generator from load circuits. Protector performs the following functions:

1. Initiates a generator overload alarm when generator has operated at an overload equivalent to 110 percent of full-rated load for 60 seconds. Indication for this alarm is integrated with other engine generator malfunction alarms. Contacts shall be available for load shed functions.
2. Under single- or three-phase fault conditions, regulates generator to 300 percent of rated full-load current for up to 10 seconds.
3. As overcurrent heating effect on the generator approaches the thermal damage point of the unit, protector switches the excitation system off, opens the generator disconnect device, and shuts down the engine generator.
4. Senses clearing of a fault by other overcurrent devices and controls recovery of rated voltage to avoid overshoot.

D. Ground-Fault Indication: Comply with NFPA 70, "Emergency System" signals for ground fault.

1. Indicate ground fault with other engine generator alarm indications.
2. Trip generator protective device on ground fault.

2.7 ACCESSORIES

A. Silencer: Outdoor enclosure mounted: Critical grade, minimum 30 dB reduction. Silencer shall be located inside the enclosure.

B. Enclosure: Weather protective housing with the following features:

1. Skin Type Enclosure
2. Vandal-resistant
3. Galvanized steel body
4. Lifting points on base frame
5. Stainless steel flush fitting latches and hinges
6. Stainless steel fasteners
7. Sheet steel components pre-treated with zinc phosphate prior to polyester powder coating
8. Multiple lockable doors on each side installed to allow access to components requiring maintenance
9. Radiator fill access door with lockable cover
10. Engine cooling via airflow through enclosure

11. Lube oil and coolant drains piped to the exterior of the enclosure skid base
12. Lockable fuel fill cap
13. Battery can only be reached through lockable doors
14. UL listed base tank sized as indicated elsewhere in these specifications
15. Air discharge to be vertical from radiator. Vertical air discharge to mix with engine exhaust to assist in exhaust dispersion
16. Sound attenuation housing to limit noise level not to exceed 75dB at 23 feet @ rated output.
17. Galvanized steel steps and railing to access doors when unit shipped with sub base fuel tank
18. Automatic Dampers: At engine cooling air inlet. Inlet damper shall be motorized and closed to reduce enclosure heat loss in cold weather when unit is not operating. Discharge (outlet) damper to be gravity open/close. Circuit from one 20 amp, single pole breaker in enclosure load center.
19. Enclosure Space Heater: Provide electric unit heater with thermostatic control and disconnecting means to maintain an internal temperature of 40 OF.

C. Load Center - Skin Type Enclosure

1. Integral load center 100/3 amps to serve accessories including, but not limited to, the battery charger, engine heater, enclosure lighting, and convenience receptacle.
2. Load center style panelboard: plug-on circuit breaker type, fully rated, Type 1 enclosure, 3-3/4" D, 14.25" W, code gauge steel, surface mounted with ground bar and lock kit. Copper bus, minimum system (i.e., individual component) short circuit rating: 35,000A. Provide with typed circuit identification directory label. Load center shall be independently supported to equipment pad or unit frame on frame side of engine isolation to avoid load center vibration. Panelboard and all associated accessory circuitry shall be field installed by the Electrical Contractor.

D. Electrical Devices - Skin Type Enclosure: GFCI WP receptacle.

E. Electrical Lighting - Skin Type Enclosure: Manual switch inside access door and LED lighting fixture(s).

F. Battery Tray: Plastic coated metal tray treated for electrolyte resistance, constructed to contain spillage of electrolyte.

G. Battery Charger: A 10-ampere voltage regulated battery charger shall be provided for the engine-generator set. Charger shall be equipped with float, taper and equalize charge settings. Charger shall include overload protection, voltage surge suppressor, DC voltmeter and fused AC input. Operational monitors shall provide visual output along with individual form C contacts rated at 4 amps, 120 VAC, 30 VDC for remote indication of:

1. Loss of AC power - red light (no relay contact)
2. Low battery voltage - red light
3. High battery voltage - red light (no relay contact)
4. Charger fail - red light

H. Engine-Generator Digital Control Panel - Unit Mounted: Provide a control panel with the top not more than six (6) feet above finished floor (this may require remote mounting). Include remote starting control circuit, with RUN-OFF-AUTO selector switch on engine generator

control panel. NFPA - 110, NEMA Type 1 generator mounted control panel enclosure with engine and generator controls and indicators containing the following:

1. Automatic remote start capability
2. "Run-Off-Auto" switch
3. Shut downs as required by NFPA 110 5.6.5.2(3)
4. Alarms as required by NFPA 110 5.6.5.2(4)
5. Individual alarm indication as required by NFPA 110.5.6.5.2(4) and table 5.6.5.2
6. Controls as required by NFPA 110 5.6.5.2(5)

I. Auxiliary Relay: 3PDT, operates when engine runs, with contact terminals prewired to terminal strip.

J. Remote Alarm Contacts: Pre-wire form C contacts to terminal strip for remote alarm functions required by ANSI/NFPA 110

K. Remote Mounted Annunciator Panel:

1. Surface Mounted. Digital. Remote Annunciator Panel shall be powered from unit storage battery and located outside of the generator room (EPS) at a location accessible and monitored by staff. Refer to drawings for location. A remote, audible/ visual alarm shall be provided per NFPA110-5.6.5.2(4).
2. The annunciator shall have provisions for spare relay-based inputs for audible/ visual alarms to meet the requirements of these specifications. Refer to Generator Source Alarm Annunciation/ Indication.
3. The annunciation alarm shall be capable of being silenced and the panel shall include repetitive alarm circuitry so that after the audible alarm has been silenced, it re-activates after the fault condition has been cleared.
4. Provide all wiring and raceway systems as required.

L. Remote Emergency Stop "Mushroom" Switch:

1. Provide emergency shut off switch on the unit generator and one remote mounted device at location indicated on drawings.
2. Remote mounted devices installed outdoors shall be installed in approved wet location wiring method.
3. Shut off switch: Red button with (2) N.O. and (2) N.C. contact block. Switch shall be capable of lockout and tagout.
4. Provide label with "Emergency Shut Down"- White letters on Red background.
5. Provide all wiring, raceways and mounting systems as required.

M. Generator Source Alarm Annunciation/Indication: Provide audio/visual alarm indication to generator control panel and to remote annunciator panel if the generator output circuit breaker(s) and OCPD serving the emergency side of each automatic transfer switch is in the "Tripped or "Open" position. Provide monitoring micro-switches. Provide wiring diagram at equipment submittal. Green light to indicate OCPD is closed and Red light to indicate OCPD is open. One point per each OCPD. Provide all wiring, raceway and contacts as required for this function. Separation between NEC article 700 and 702 wiring shall be maintained.

N. Building Automation Alarm Interface:

1. Provide a “Trouble” and “Generator Run” set point to be tied into the building’s automation system.
2. Provide alarm set point for the monitored generator output circuit breaker indicating tripped or open position.
3. Provide alarm set point for monitored dry contacts on fused switches serving emergency side of each automatic transfer switch indicating open position.
4. Provide all wiring and raceway to the building automation system control panel.

2.8 LOAD BANK

A. Description: Permanent, outdoor, weatherproof, remote-controlled, forced-air-cooled, resistive unit capable of providing a balanced three-phase, delta-connected load to one (1) engine generator at one-hundred (100) percent rated-system capacity. Unit shall be capable of selective control of load in twenty-five (25) percent steps and with minimum step changes of approximately five (5) and ten (10) percent available.

B. Resistive Load Elements: Corrosion-resistant chromium alloy with ceramic and stainless-steel supports. Elements shall be double insulated and designed for repetitive on-off cycling. Elements shall be mounted in removable aluminized-steel heater cases. Galvanized steel is prohibited. Element's maximum resistance shall be between 100 and 105 percent of rated resistance.

C. Load-Bank Heat Dissipation: Integral fan with totally enclosed motor shall provide uniform cooling airflow through load elements. Airflow and coil operating current shall be such that, at maximum load, with ambient temperature at the upper end of specified range, load-bank elements operate at not more than fifty (50) percent of maximum continuous temperature rating of resistance elements.

D. Load-Element Switching: Remote-controlled contactors switch groups of load elements. Contactor coils are rated 120 V. Contactors shall be located in a separate NEMA 250, Type 3R enclosure within load-bank enclosure, accessible from exterior through hinged doors with tumbler locks.

E. Contactor Enclosures: Heated by thermostatically controlled strip heaters to prevent condensation.

F. Load-Bank Enclosures: NEMA 250, Type 3R aluminized steel complying with NEMA ICS 6. Louvers at cooling-air intake and discharge openings shall prevent entry of rain and snow. Openings for airflow shall be screened with 1/2-inch- (13-mm-) square, galvanized-steel mesh. Components other than resistive elements shall receive exterior epoxy coating with compatible primer.

G. Protective Devices: Power input circuits to load banks shall be fused, and fuses shall be selected to coordinate with generator circuit breaker. Fuse blocks shall be located in contactor enclosure. Cooling airflow and overtemperature sensors shall automatically shut down and lock out load bank until manually reset. Safety interlocks on access panels and doors shall disconnect load power, control, and heater circuits. Fan motor shall be separately protected by overload and short-circuit devices. Short-circuit devices shall be noninterchangeable fuses with 200,000-A interrupting capacity.

H. Load-Bank Remote-Control Panel: Separate from load bank. The remote control panel shall duplicate load bank control. The remote control panel shall be equipment with an emergency stop button, reset button, and start button.

2.9 SOURCE QUALITY CONTROL

A. Prototype Testing: Factory test engine generator using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.

1. Tests: Comply with IEEE 115 and with NFPA 110, Level 1 Energy Converters.

B. Project-Specific Equipment Tests: Before shipment, factory test engine generator and other system components and accessories manufactured specifically for this Project. Perform tests at rated load and power factor. Include the following tests:

1. Test components and accessories furnished with installed unit that are not identical to those on tested prototype to demonstrate compatibility and reliability.
2. Test generator, exciter, and voltage regulator as a unit.
3. Full load run.
4. Maximum power.
5. Voltage regulation.
6. Transient and steady-state governing.
7. Single-step load pickup.
8. Safety shutdown.
9. Provide 14 days' advance notice of tests and opportunity for observation of tests by Owner's representative.
10. Report factory test results within 10 days of completion of test.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas, equipment bases, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting packaged engine generator performance.

B. Examine roughing-in for piping systems and electrical connections. Verify actual locations of connections before packaged engine generator installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 MAINTENANCE SERVICE

A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of manufacturer's authorized service representative. Include quarterly preventive maintenance and exercising to check for proper starting, load transfer, and running under load. Include routine preventive maintenance as

recommended by manufacturer and adjusting as required for proper operation. Parts shall be manufacturer's authorized replacement parts and supplies.

3.3 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators.

END OF SECTION 263213.13

SECTION 263600 - TRANSFER SWITCHES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Contactor-type automatic transfer switches.
2. Transfer switch accessories.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Contactor-type automatic transfer switches.
2. Transfer switch accessories.

B. Product Data Submittals: For each product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for transfer switches.
2. Include rated capacities, operating characteristics, electrical characteristics, and accessories.

C. Shop Drawings:

1. Include plans, elevations, sections, details showing minimum clearances, conductor entry provisions, gutter space, and installed features and devices.
2. Include material lists for each switch specified.
3. Single-Line Diagram: Show connections between transfer switch, power sources, and load; and show interlocking provisions for each combined transfer switch and bypass/isolation switch.
4. Riser Diagram: Show interconnection wiring between transfer switches, bypass/isolation switches, annunciators, and control panels.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer-authorized service representative .

B. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For each type of product to include in emergency, operation, and maintenance manuals.

1.5 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of transfer switch or transfer switch components that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NEMA ICS 1.

C. Comply with NFPA 110.

D. Comply with UL 1008 unless requirements of these Specifications are stricter.

E. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer, including tungsten filament lamp loads not exceeding 30 percent of switch ampere rating, unless otherwise indicated.

F. Tested Fault-Current Closing and Short-Circuit Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.

1. Where transfer switch includes internal fault-current protection, rating of switch and trip unit combination shall exceed indicated fault-current value at installation location.
2. Short-time withstand capability for 3 cycles.

G. Repetitive Accuracy of Solid-State Controls: All settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.

H. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.62. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.

I. Electrical Operation: Accomplish by a nonfused, momentarily energized solenoid or electric-motor-operated mechanism. Switches for emergency or standby purposes shall be mechanically and electrically interlocked in both directions to prevent simultaneous connection to both power sources unless closed transition.

J. Neutral Switching: Where four-pole switches are indicated, provide overlapping neutral contacts.

K. Annunciation, Control, and Programming Interface Components: Devices at transfer switches for communicating with remote programming devices, annunciators, or annunciator and control panels shall have communication capability matched with remote device.

L. Enclosures: General-purpose NEMA 250, Type 1 , complying with NEMA ICS 6 and UL 508, unless otherwise indicated.

2.2 CONTACTOR-TYPE AUTOMATIC TRANSFER SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Caterpillar, Inc.; Electric Power Division.
2. Generac.
3. Kohler Power Systems.
4. ASCO

B. Comply with Level 1 equipment according to NFPA 110.

C. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.

1. Limitation: Switches using molded-case switches or circuit breakers or insulated-case circuit-breaker components are unacceptable.
2. Switch Action: Double throw; mechanically held in both directions.
3. Contacts: Silver composition or silver alloy for load-current switching. Contactor-style automatic transfer-switch units, rated 600 A and higher, shall have separate arcing contacts.
4. Conductor Connectors: Suitable for use with conductor material and sizes.
5. Material: Hard-drawn copper, 98 percent conductivity.
6. Main and Neutral Lugs: Mechanical type.
7. Ground Lugs and Bus-Configured Terminators: Mechanical type.
8. Ground bar.
9. Connectors shall be marked for conductor size and type according to UL 1008.

D. Automatic Open-Transition Transfer Switches: Interlocked to prevent the load from being closed on both sources at the same time.

1. Sources shall be mechanically and electrically interlocked to prevent closing both sources on the load at the same time.

E. Manual Switch Operation, Load-Breaking: Under load, with door closed and with either or both sources energized. Transfer time is same as for electrical operation. Control circuit automatically disconnects from electrical operator during manual operation.

F. Signal-Before-Transfer Contacts: A set of normally open/normally closed dry contacts operates in advance of retransfer to normal source. Interval shall be adjustable from 1 to 30 seconds.

G. Digital Communication Interface: Matched to capability of remote annunciator or annunciator and control panel.

H. Automatic Transfer-Switch Controller Features:

1. Controller operates through a period of loss of control power.
2. Undervoltage Sensing for Each Phase of Normal Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage shall be adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.
3. Time Delay for Retransfer to Normal Source: Adjustable from zero to 30 minutes, and factory set for 10 minutes. Override shall automatically defeat delay on loss of voltage or sustained undervoltage of emergency source, provided normal supply has been restored.
4. Test Switch: Simulate normal-source failure.
5. Switch-Position Pilot Lights: Indicate source to which load is connected.
6. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits.
    a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
    b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."
7. Unassigned Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.
8. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.
9. Engine Shutdown Contacts:
    a. Instantaneous; shall initiate shutdown sequence at remote engine-generator controls after retransfer of load to normal source.
10. Engine-Generator Exerciser: Solid-state, programmable-time switch starts engine generator and transfers load to it from normal source for a preset time, then retransfers and shuts down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods shall be adjustable from 10 to 30 minutes. Factory settings shall be for 7-day exercise cycle, 20-minute running period, and 5-minute cool-down period. Exerciser features include the following:
    a. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.
    b. Push-button programming control with digital display of settings.
    c. Integral battery operation of time switch when normal control power is unavailable.

2.3 TRANSFER SWITCH ACCESSORIES

A. Provide digital metering on all transfer switches. Metering shall provide, at a minimum, measurement of voltage, frequency, current and power, energy and power factor on the load side of the switch.

B. Elevator Control Interface Accessories

1. Emergency standby power signal contact. This shall be a form C contact that will change state and maintain its state as long as the transfer switch has transferred to the emergency power source.
2. Pre-transfer warning signal contact. This contact shall be activated prior to the operation of the transfer switch, in either direction. These contacts shall change state prior to the

transfer of power for a period of time as determined by the elevator installer, typically in the range of 10 to 20 seconds. These contacts shall reset to their normal state after the transfer has taken place. The pre-transfer warning signal shall not delay transfer for a time greater than allowed by the applicable codes.

C. Building Automation Alarm Interface:

1. Provide alarm set point for a general alarm from each transfer switch.
2. Provide all wiring and raceway to the building automation system control panel.

2.4 SOURCE QUALITY CONTROL

A. Factory Tests: Test and inspect components, assembled switches, and associated equipment according to UL 1008. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.

B. Prepare test and inspection reports.

1. For each of the tests required by UL 1008, performed on representative devices, for emergencyandlegally required systems. Include results of test for the following conditions:
   a. Overvoltage.
   b. Undervoltage.
   c. Loss of supply voltage.
   d. Reduction of supply voltage.
   e. Alternative supply voltage or frequency is at minimum acceptable values.
   f. Temperature rise.
   g. Dielectric voltage-withstand; before and after short-circuit test.
   h. Overload.
   i. Contact opening.
   j. Endurance.
   k. Short circuit.
   l. Short-time current capability.
   m. Receptacle withstand capability.
   n. Insulating base and supports damage.

PART 3 - EXECUTION

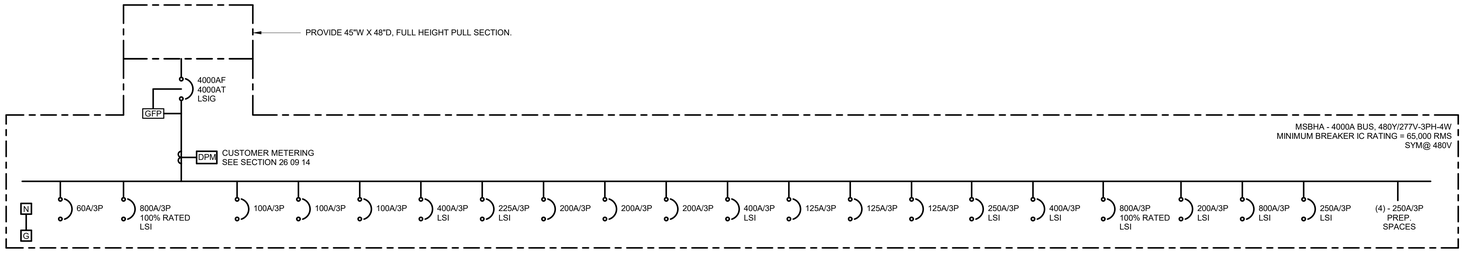
3.1 DEMONSTRATION

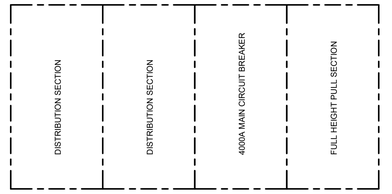
A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transfer switches and related equipment.

B. Training shall include testing ground-fault protective devices and instructions to determine when the ground-fault system shall be retested. Include instructions on where ground-fault sensors are located and how to avoid negating the ground-fault protection scheme during testing and circuit modifications.

C. Coordinate this training with that for generator equipment.

END OF SECTION 263600



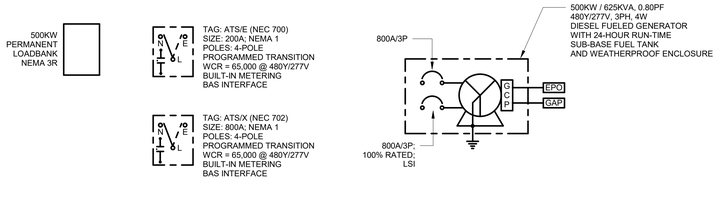


ELEVATION OF SWITCHBOARD

1 EARLY EQUIPMENT PACKAGE - MAIN SWITCHBOARD MSBHA

NO SCALE

NOTE: REFER TO SPECIFICATIONS 262413 FOR SWITCHBOARD AND ASSOCIATED ACCESSORIES



2 EARLY EQUIPMENT PACKAGE - GENERATOR / LOAD BANK / TRANSFER SWITCHES

NO SCALE

NOTE: REFER TO SPECIFICATIONS 263213 AND 263600 FOR GENERATOR / LOAD BANK / TRANSFER SWITCHES

Mead & Hunt

Mead & Hunt, Inc.
1760 Centre Street, Unit 4
Rapid City, SD 57703
phone: 888-364-7272
meadhunt.com

11/08/24

RAPID CITY REGIONAL AIRPORT

RAPID CITY REGIONAL AIRPORT
MECHANICAL AND ELECTRICAL EQUIPMENT PROCUREMENT
Rapid City, South Dakota

ISSUED

M&H NO.: 3052900-211857.01
DATE: November 08, 2024
DESIGNED BY: JRH
DRAWN BY: KAS
CHECKED BY: MAM
DO NOT SCALE DRAWINGS

SHEET CONTENTS
ONE-LINE DIAGRAM

SHEET NO.:

E-700


Mead
&Hunt