

## REQUEST FOR PROPOSALS

Sun 'n Lake of Sebring  
Recreation Department  
5306 Sun 'n Lake Blvd.  
Sebring, FL 33872  
e-mail: [ggriffin@snldistrict.org](mailto:ggriffin@snldistrict.org)  
Facsimile Number: 863-386-9136

RFP NO. 13-03

OPENING TIME: **2:00 P.M.**  
OPENING DATE: **06/05/13**

**THIS IS NOT AN ORDER**

**YOU ARE INVITED TO PROPOSE ON THE FOLLOWING:**

### **Sun 'n Lake of Sebring Improvement District WWTP Surge Tank Blower Package**

**SEE ATTACHED PROJECT DOCUMENTS**

The complete set of proposal documents is available on the District web site at [www.snldistrict.org](http://www.snldistrict.org) or call 863-382-2196.

**Proposals must be received in the District Office before:  
Time: 2:00 P.M.      Date: **June 5th, 2013****

State of Florida Tax Exemption Number is  
85-8012528797C-8

Signed: Michael Wright, General Manager

Date: May 7<sup>th</sup>, 2012

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**Items in bold are required to be returned with proposal submittal.**

**LEGAL AD**

***SUN 'N LAKE OF SEBRING IMPROVEMENT DISTRICT***

***REQUEST FOR PROPOSALS FOR UNIT 23 WWTP SURGE TANK BLOWER PACKAGE***

***RFP No. 13-03***

The Sun 'N Lakes of Sebring Improvement District hereby requests proposals for Unit 23 Wastewater Treatment Plant Blowers. Specifications can be found at [www.snldistrict.org](http://www.snldistrict.org).

Sealed proposals may be hand delivered or mailed to the District office located at 5306 Sun 'N Lake Blvd., Sebring, FL 33872, Unit 23 Wastewater Treatment Plant Blowers, RFP No. 13-03, Attention: Michael Wright, General Manager by 2:00 p.m. on Wednesday, June 5th, 2013. Proposers must provide three copies of their proposal.

End of Advertisement

Advertise 5/8/12 and 5/15/12

## **GENERAL CONDITIONS**

**PROPOSAL:** To insure acceptance of the proposal, follow these instructions.

**SEALED PROPOSALS:** All Proposals must be submitted in a sealed package. The submitted proposal will contain one (1) original and two (2) marked copies. The face of the package will contain the date and time of the proposal opening and the proposal number. Proposals not submitted on the District's forms may be rejected. All proposals are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes. Any changes to the proposal document must be in ink and must be initialed.

**PROPOSAL OPENING:** Shall be on the date and at the time specified in the proposal documents. It is the proposer's responsibility to assure that their proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered shall be returned to the proposer unopened. Offers by telephone or facsimile cannot be accepted.

**CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the District. Further, all proposers must disclose the name of any District employee who owns, directly or indirectly, any interest of ten percent (10%) or more of the proposer's firm or any of its branches. Gifts from proposers to Employee's or Employee's Families is strictly prohibited per Florida Statutes 112.313 and 112.3148.

**AWARDS:** As the best interest of the District may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers and to reject any proposals or waive any informality or technicality in proposals received. The District intends to select a proposal from the highest qualifying responsible bidder from this bid. Vendors who are awarded contracts are asked to extend the same pricing and conditions to other entities who may want to "piggy-back" on a District Bid or Request for Proposal.

**DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District General Manager shall be final and binding on both parties.

**LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner effect the item(s) covered herein apply. Lack of knowledge by the proposer will in no way be cause for relief from responsibility.

**LIABILITY:** The vendor shall hold and save the District, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirement of the Purchase Orders, which may result from this proposal.

**CANCELLATION:** This agreement may be terminated in whole or in part in writing by either party with thirty (30) days notice in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party.

**NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

## **PUBLIC ENTITY CRIME INFORMATION STATEMENT**

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

All vendors who submit a Bid or Request for Proposal to Sun ‘n Lake of Sebring, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

## **GENERAL SPECIFICATIONS**

### **1. DESCRIPTION OF SERVICE**

The Sun 'n Lake of Sebring Improvement District (hereafter "the District") is seeking proposals from interested manufactures(hereafter "the SUPPLIER") to provide a rotary blower package as described in the equipment specifications. The District intends to select one supplying firm from the Request for Proposals (RFPs) to deliver the requested equipment described herein under Equipment Specifications. Delivery of requested equipment shall take place **August 26, 2013** unless otherwise instructed and agreed upon by both parties.

### **2. EFFECTIVENESS AND DURATION**

The agreement(s) resulting from this solicitation is for the items and materials described in this proposal document.

### **3. REFERENCES**

Proposers will complete and return, with the Proposal, a list of at least three (3) client/customer references including company name, address, contact person, telephone number and date you provided the equipment/services to the client. The List of References form provided in these documents should be used. If the Proposer already has a preprinted list of references, then indicate on the District's List of References form "See Attached List." Attach the preprinted list to the District's form and submit both with the Proposal.

### **4. REQUIRED DOCUMENTS**

The following documents included in this Request for Proposal package are required to be submitted along with the Information Requested for this proposal:

- a. Proposal Form
- b. List of References Form
- c. Statement of Insurance Compliance Form
- d. Non-Collusion Affidavit of Proposer
- e. Conflict of Interest Statement
- f. Disputes Disclosure Form
- g. Drug Free Workplace Certification Form
- h. Unauthorized Alien Workforce

### **5. EFFECTIVE PERIOD OF PROPOSALS**

All proposals must state the period for which the proposal shall remain in effect. Such period shall not be less than 120 days from the proposal date.

### **6. RIGHT OF REJECTION BY THE DISTRICT**

Notwithstanding other provisions of this RFP, the District reserves the right to award this contract to the supplying firm that best meets the requirements of the RFP, and not necessarily, to the lowest bidder. Further, the District reserves the right to reject any or all proposals prior to execution of the contract, with no penalty to the District.

### **7. CONTRACT NEGOTIATIONS**

After review of the proposals, the District intends to enter into contract negotiations with the selected supplying firm. These negotiations could include all aspects of equipment, service, and fees. If a contract is not finalized in a reasonable period of time, the District will open negotiations with the next

ranked firm.

## 8. AWARD OF CONTRACT

The proposer to whom a contract is awarded shall be required to enter into a written contract agreement with the District in a form approved by legal counsel for the District. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. The District reserves the right to negotiate the terms and conditions of the contract with the selected proposer.

## 10. CONTRACT TERM

It is the intent to award a contract for the duration of the project

## 11. QUESTIONS

All questions concerning this RFP shall be submitted in writing to the name and address below before **May 29<sup>th</sup> at 4:30 p.m.** All responses to questions will be addressed in the form of an addendum issued after the question deadline to be posted with the RFP on the District web site [www.snldistrict.org](http://www.snldistrict.org).

Greg Griffin, Director of Public Works  
Sun 'n Lake of Sebring Improvement District  
5306 Sun 'n Lake Blvd.  
Sebring, FL 33872  
Fax number: 863-382-2988 / E-mail: [ggriffin@snldistrict.org](mailto:ggriffin@snldistrict.org)

Contact made with any other employee of, and/or elected officials of the District regarding this RFP will be grounds for the rejection of the contacting individual/firm submittal.

## 12. SUBMITTAL OF PROPOSAL

All firms submitting a proposal will need to submit one marked original and four (4) sets of their documents in a sealed package. The left front of the package shall read:

**WWTP Surge Tank Blower Package**  
RFP # 13-03  
Due Date: **June 5, 2013** – Time: 2:00 p.m.  
Company Name and Address

Documents will need to be mailed or hand delivered to:

Michael Wright, General Manager  
Sun 'n Lake of Sebring Improvement District  
5306 Sun 'n Lake Blvd.  
Sebring, FL 33872

All documents will need to be delivered to, or received in the mail by the due date and time. Any document submitted or received after this date and time shall not be considered and will be returned to the sender unopened. The District takes no responsibility for late mail or late delivery service.

## SCOPE OF SERVICES

The Sun 'n Lake of Sebring Improvement District hereby requests proposals from interested manufactures to provide a rotary lobe blower package as described in the equipment specifications. The District intends to select one supplying firm from the Request for Proposals (RFPs) to deliver the requested equipment described under Equipment Specifications of the bid package.

The District is seeking proposals for equipment to be delivered for installation at the District's Waste Water Plant #1 located at 5001 U.S. 27 North, Sebring, FL 33870. Delivery of requested equipment shall take place **August 26, 2013** unless otherwise instructed and agreed upon by both parties.

Pertinent specifications related to the design requirements of all items are included in this document.

### LOCATIONS AND DESCRIPTION OF WORK

#### **Sun 'n Lake of Sebring Improvement District Wastewater Treatment Plant #1**

5001 US 27 North, Sebring, Florida 33872

### Services Minimum Requirements

The following items are minimum requirements and must be considered when submitting proposals for the requested services. Failure to address any of these requirements without sufficient explanation may be grounds for proposal rejection:

#### ***General requirements:***

This Specification defines the requirements for two Rotary Lobe Blower Packages to be furnished by the blower manufacturer. The Blower Package(s) must be enclosed in a sound baffling enclosure and meet specifications provided in this package.

Expected Delivery Date:

1. Shop submittals shall be submitted for approval within **30** days of execution of this contract.
2. Vendor shall coordinate delivery of product for **August 26, 2013** unless approved or notified at least 30 days in advance by Owner. Owner may request a later date for delivery if installation site is not ready. Notice of final delivery date shall be made to Owner by Vendor at least 30 days prior and final delivery arrangements confirmed at least 7 days prior to delivery. Owner will make arrangements for lifting equipment on site to unload.

**END SCOPE OF SERVICES SECTION**



## **EVALUATION CRITERIA**

One selection will be made from the equipment supplier proposer/bidder who is deemed to be the best suited among those submitting proposals on the basis of the previous Scope of Materials and the evaluation factors listed below. Proposer/Bidder shall be descriptive in their proposal on each of, but not limited to, the areas listed below.

Once the District has reviewed the submitted proposals, the District selection committee will use the criteria listed below to evaluate each proposal separately. These criteria are in no particular order.

1. Value.
2. Perceived structural integrity.
3. References.
4. Relevant experience providing similar systems with commercial and public sector clients.
5. Warranty, warranty period and warranted materials.
6. Quality and conciseness of proposals.
7. Overall ability of equipment to meet the needs of the District.

**END OF EVALUATION CRITERIA**

**SUN 'N LAKE OF SEBRING  
IMPROVEMENT DISTRICT  
WWTP Surge Tank Blower Package  
PROPOSAL FORM  
RFP NO. 13-03**

To: Sun 'n Lake of Sebring Improvement District  
5306 Sun 'n Lake Blvd.  
Sebring, FL 33872

The undersigned hereby declares that after carefully examining these proposal documents, they are fully aware of all conditions affecting such work/items, for which proposals were advertised to be returned by **June 5th, 2013** and does hereby submit the following proposal for completion of said work/items. All changes must be initialed in ink.

**FOR THIS PROPOSAL TO BE CONSIDERED VALID IT IS MANDATORY THAT THE PROPOSAL BE SIGNED IN THE SPACE PROVIDED**

The Proposer:

A. Acknowledges receipt of:

- 1) Proposal Specifications
- 2) Addenda:

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

B. Has examined the Proposal Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.

As requested in the General Conditions, attached are two marked duplicate copies of the original Proposal Form and ALL attachments. \_\_\_Yes \_\_\_No (check one)

Attached, as required in the General Specifications section, is the List of References. \_\_\_Yes \_\_\_No (check one)

**Equipment to be provided for a proposed price of \$ \_\_\_\_\_ . \_\_\_ US Dollars**

The District reserves the right to accept any or all proposals, to waive informalities, and to reject all or any part of any proposal as they may deem to be in the best interest of the District.

This Proposal Form is a mandatory form to ease tabulation and analysis; however, it can be accompanied by additional support forms. An officer or representative who has official authorization to sign proposals **MUST** sign this Proposal Form. Failure to sign in the space provided below will result in the Proposal being rejected.

Company Name \_\_\_\_\_  
FEIN or SS# \_\_\_\_\_  
Name of Owner/Partner/Officer \_\_\_\_\_  
Title/Position of Owner/Partner/Officer \_\_\_\_\_  
Signature of Owner/Partner/Officer \_\_\_\_\_  
Business Telephone \_\_\_\_\_ Fax: \_\_\_\_\_  
Business Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_





**CONFLICT OF INTEREST STATEMENT**

STATE OF FLORIDA

\_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who was duly sworn, deposes, and states:

1. I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_.  

City and State
City and State
2. The above named entity is submitting a Proposal for the Sun 'n Lake of Sebring Improvement District **RFP #13-03** described as: **Unit 23 WWTP Surge Tank Blower Package.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations, if necessary, and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the Sun 'n Lake of Sebring Improvement District.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the District.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the District.

**Dated** this \_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2013

Personally Known \_\_\_\_\_ Or produced identification \_\_\_\_\_. Identification Type: \_\_\_\_\_

Notary Public-State of \_\_\_\_\_  
Printed, typed, or stamped commissioned name of notary public

My commission expires \_\_\_\_\_

**\*\*THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

**DISPUTES DISCLOSURE FORM**

**Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.**

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the Sun 'n Lake of Sebring Improvement District, RFP #13-03 WWTP Surge Tank Blower Package.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Printed or Typed Name and Title

**\*\*THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

## **EQUIPMENT SPECIFICATIONS**

### **WWTP Surge Tank Blower Package**

#### **SUN AND LAKE ESTATES OF SEBRING IMPROVEMENT DISTRICT**

#### **SEBRING, FLORIDA**

<b>1.0</b>	
<b>1.0</b>	<b>Part 1 - General</b>
<b>1.1</b>	<b>Summary</b>
1.1.1	This Specification defines the requirements for a Rotary Lobe Blower Package to be furnished by the blower manufacturer. The Blower Package must be the product of a CE certified manufacturer. All components and instruments are to be mounted and piped. The manufacturer shall be responsible for all aspects of the Blower Package engineering from the ambient air inlet to the to the Blower Package discharge connection. This specification is not intended to enumerate all details of accessories and appurtenances required to render the system functional. Such details shall be submitted by the vendor for approval by the Owner.
1.1.2	Supplier to provide <u>two (2)</u> blower units, each meeting the specifications provided herein.
1.1.3	Blowers to be designed to meet aeration needs for a wastewater treatment plant surge tank. Surge tank will hold up to 300,000 gallons and will have a depth of up to 15 feet. Blowers will be connected into a common pipe for delivery into the tank.
<b>1.2</b>	
<b>1.2</b>	<b>References</b>
1.2.1	The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only:
1.2.1.1	ASME American Society of Mechanical Engineers
1.2.1.2	NEMA National Electrical Manufacturers Association
1.2.1.3	ISO International Organization for Standardization
1.2.1.3.1	All equipment manufacture, documentation, and markings are according to EC Machinery Directive 2006/42/EC.
1.2.1.3.2	Harmonized standards for safety EN 1012-1, Safety requirements for Compressors and ISO 12100-1 /-2, Safety of Machinery.
1.2.1.3.3	The Blower Package must have a CE Declaration of Conformity II A.

<b>1.3</b>	<b>System Description</b>
1.3.1	Design Requirements:
1.3.1.1	The complete Blower Package shall be completely assembled and tested prior to shipment.
1.3.1.2	The positive displacement Blowers shall be rotary-lobe type, tri-lobe design.
1.3.1.2.1	The Blower Package must be within the maximum RMS values of the vibration velocity in the frequency ranges A & B for Group 4, Resilient Mounting as given in Table 1 of VDI 3836:2012.
1.3.1.3	The Initial charge of Blower and Motor lubricants shall be installed by Manufacturer and be suitable for the operating environment.
1.3.2	Performance Requirements:
1.3.2.1	The Blower Package shall be capable of providing:
1.3.2.1.1	Design flow of 375 SCFM (minimum) at a design pressure of 6.5 psig.
1.3.2.1.2	Performance values stated (vs. delivered performance) must be within the tolerances allowed by ISO 1217, Part 1, Annex C.
1.3.2.2	The Blower Package must be capable of continuous operation.
1.3.2.3	The Blower Package shall be designed for a minimum plant operating life of twenty years.
1.3.2.4	The Blower Package shall include noise control measures that reduce noise levels to below 80 dB(A) measured in accordance with ISO 2151.
1.3.2.4.1	Sound Pressure Level measurement in accordance with ISO 3744.
1.3.2.4.2	Sound Intensity Level measurement in accordance with ISO 9614.
<b>1.4</b>	<b>Submittals</b>
1.4.1	Product Data:
1.4.1.1	Detailed manuals describing installation, operation, and maintenance of the Blower Package.
1.4.1.2	Details shall include start-up, normal operations, short-term and long-term stopping.
1.4.1.3	Information supplied shall include a list of recommended spare parts and recommended maintenance schedules.
1.4.1.4	Electrical details including horsepower, watts, volts, phases, and other power requirements, wiring details, and motor data sheets.
1.4.1.5	Catalog information for major components.
1.4.2	Shop Drawings:
1.4.2.1	Dimensional drawings showing the layout of the Blower Package and connections.
1.4.2.2	Piping and Instrumentation diagram showing the sequence of components



	in the low pressure air system.
1.4.3	Quality Control Submittals
1.4.3.1	Manufacturer's standards for equipment acceptance.
1.4.3.2	Manufacturer's documentation of Inspection and Test Results.
1.4.3.3	Certificate of Conformance Statement indicating that the equipment supplied meets the intent of the Specification.
1.4.4	Electronic submittals shall be provided.
<b>1.5</b>	<b>Quality Assurance</b>
1.5.1	The Owner reserves the right to inspect during manufacture of the Blower Package at any time during normal business hours to verify that the activity conforms to the specified requirements.
<b>1.6</b>	<b>Qualifications</b>
1.6.1	The Manufacturer must be regularly engaged in the design and manufacture of similar equipment for a minimum of ten years.
<b>1.7</b>	<b>Delivery, Storage, and Handling</b>
1.7.1	Manufacturer and Contractor shall coordinate the delivery schedule for just in time delivery to minimize the period the Blower Package is on site before installation.
1.7.2	Packing and Shipping:
1.7.2.1	Any special tools and devices required for operation, maintenance, and dismantling of any equipment shall be included and delivered with the equipment in a new, unused condition.
1.7.2.2	The Blower Package shall include design elements (e.g., lifting rings, forklift slots, etc.) that facilitate field handling and maintenance.
1.7.2.3	The Blower Package shall be suitably protected against damage or loss during shipment.
1.7.3	Acceptance at Site:
1.7.3.1	Contractor or Responsible Party receiving the shipment is responsible for inspecting the shipment for damage before it is accepted from the carrier.
1.7.3.1.2	If damage exists, Contractor or Responsible Party receiving the shipment must note the damage on the carrier's Bill of Lading and report the damage to Manufacturer.
<b>1.8</b>	<b>Project Site Conditions</b>
1.8.1	Elevation of the plant site: 145 feet above sea level.

1.8.2	Ambient Temperature: 30°F to 100°F
1.8.3	Ambient Relative Humidity: 70-95%
<b>1.9</b>	
<b>Warranty</b>	
1.9.1	The Blower installed in the Blower Package shall be warranted to be free from defects in materials and defects in workmanship for a period of five years from the date of shipment.
1.9.2	All other Blower Package components shall be warranted to be free of defects in material and defects in workmanship for a period of one year from the date of shipment.

<b>2.0</b>	
<b>Part 2 - Products</b>	
<b>2.1</b>	
<b>Manufacturer</b>	
2.1.1	The Blower Package shall be manufactured by a reputable manufacturer of equipment used in industrial wastewater applications.
<b>2.2</b>	
<b>Blower Package Components</b>	
<b>2.2.1</b>	
<b>Blower Design and Construction</b>	
2.2.1.1	The Blower shall be process quality.
2.2.1.2	The Blower Package assembly must operate between effective vibration speeds per VDI standard 3836:2012 measured at the bearing housing. For acceptance, the Blower must conform to ISO 2373, Machine Group T.
2.2.1.3	Each Cylinder with integral headplate shall be machined from a single piece of high strength, close grained cast iron and ribbed to prevent distortion.
2.2.1.3.1	Blower Inlet and Discharge Ports shall be drilled and tapped for studs to allow bolted connections to piping flanges. Through bolting shall not be allowed.
2.2.1.3.1.1	Flange-style Blower nozzles, which may be subject to loading causing cylinder distortion, shall not be allowed.
2.2.1.3.2	The Cylinder must include porting on the discharge side to reduce blower pulsation and noise.
2.2.1.4	Impellers shall be tri-lobe design and precision machined from a single piece. Stub shafts or two-piece impellers are not allowed.
2.2.1.4.1	Impellers are to be balanced to class Q 2.5 per ISO 1940/1.
2.2.1.4.2	The first critical speed of the Impellers must be at least four times the maximum recommended speed for the Blower.
2.2.1.4.3	Impellers must be solid or closed-end to prevent build-up of contaminants

	inside the Impeller causing imbalance.
2.2.1.4.3.1	Cored impellers must be closed using threaded iron plugs which are permanently fixed. Impeller end caps of stamped sheet metal are not allowed.
2.2.1.5	Blower shall be equipped with heavy-duty, anti-friction Roller Bearings. Each bearing must have a full complement of rollers and a cage to control roller movement within the bearing races.
2.2.1.5.1	The L <sub>10</sub> bearing life of the input shaft bearing shall be a minimum of 100,000 hours at the design conditions.
2.2.1.5.2	Ball Bearings are not allowed.
2.2.1.6	Timing Gears shall be spur type to reduce friction, prevent axial loading, and shall be precision ground.
2.2.1.6.1	Timing Gears must comply with the following listed standards: <ul style="list-style-type: none"> <li>• DIN 3960-Specifications for Spur Gear Sets</li> <li>• DIN 3961 &amp; DIN 3962-Tolerances for Spur Gear Mesh</li> <li>• DIN 3964-Specifications for Shaft Centering.</li> </ul>
2.2.1.6.2	Helical gears which cause axial loading are not allowed.
2.2.1.7	Blowers shall be oil lubricated. Grease lubrication is not allowed.
2.2.1.7.1	The drive-end and gear-end Oil Chambers must not be interconnected and each Oil Chamber must have a domed Sight Glass designed to allow visual inspection of oil level and oil condition from the front of the Blower Package.
2.2.1.7.2	Each Oil Chamber must be piped individually to the front of the package and fitted with a valve to facilitate maintenance.
2.2.1.7.2.1	Oil drain piping must terminate with stainless steel ball valves that have threaded caps with gaskets to prevent leakage.
2.2.1.7.2.2	Oil Drain Valves and Sight Glasses must be mounted inside of the Sound Attenuating Enclosure for protection.
2.2.1.8	Impeller Shaft Seals shall be of iron construction and must be piston ring style labyrinth seals with wear sleeves to protect the head plates and shaft sleeves to protect the Impeller shafts.
2.2.1.8.1	Each end of each Impeller shall have two hardened piston ring seals to minimize air leakage, two hardened piston ring seals to prevent oil leakage, and an atmospheric break between the air side seals and the oil side seals to prevent carryover as well as prevent pressurization of the oil chambers.
2.2.1.9	The Input Shaft Seal of each Blower shall be a sliding ring type mechanical seal to prevent oil leakage from the Blower front oil chamber.
2.2.1.9.1	The Sliding Ring Seal Stator shall be carbon. The Sliding Ring Seal Rotor shall be AISI 5117 (16MnCrS5, DIN material code 1.7139). The seal elastomers shall be Viton™.

2.2.1.9.2	The Sliding Ring Seal assembly must be field serviceable without removal of the oil chamber cover.
<b>2.2.2</b>	<b>Electric Motor</b>
2.2.2.1	Blower Drive Motor shall be 460 Volt, 60 Hz, 3 Phase, totally enclosed – fan cooled. The motor insulation must be Class F with temperature rise limited to Class B and must be Premium Efficient as defined by NEMA.
2.2.2.2	Blower Drive Motor shall comply with 2004/108/EC.
2.2.2.3	Blower Drive Motor must be marked with a Department of Energy Certification Compliance Number to assure Energy Independence and Security Act (EISA) compliance.
2.2.2.4	Blower Drive Motor must be inverter rated with impulse peak resistance in accordance with IEC 60034-1 for operation with an IGBT frequency converter.
2.2.2.5	The Blower Drive Motor must have Positive Temperature Coefficient (PTC) Thermistors embedded in the motor windings.
2.2.2.5.1	The use of thermostats for motor thermal control is not allowed.
2.2.2.6	Blower Drive Motor lubrication fittings must be located on the input shaft end of the motor housing so that both bearings can be safely lubricated while the Blower Package is in service.
<b>2.2.3</b>	<b>Enclosure Ventilating Fan</b>
2.2.3.1	Blower Package Enclosure Ventilating Fan shall be sized to provide the necessary cooling air flow at the specified Blower Package condition of service.
2.2.3.1.1	The Enclosure Ventilating Fan must be an axial type fan close-coupled to a dedicated electric motor.
2.2.3.1.2	Enclosure Ventilating Fan shall operate at constant speed to ensure adequate cooling at all Blower Package speeds.
2.2.3.2	The Enclosure Ventilating Fan shall be wired to the Terminal Box.
2.2.3.3	An Enclosure Ventilating Fan driven by the Blower input shaft is not allowed.
<b>2.2.4</b>	<b>Blower Drive</b>
2.2.4.1	The Blower shall be driven by the Blower Drive Motor through a V-belt drive assembly with a service factor of 1.5.
2.2.4.2	The Blower Drive must have a fully enclosed Guard which protects the operator when the package enclosure is open while in operation.
2.2.4.3	Drive belts and pulleys shall be guarded in accordance with EC Machine Directive §1.4 and OSHA recommendations.
2.2.4.4	The Guard must be internally ducted to direct the cooling air flow from the Blower Drive Motor Fan across the front of the Blower for supplemental

	Blower Input Shaft Seal cooling.
2.2.4.5	The mounting fasteners for the Guard shall be retained to prevent loss during maintenance in accordance with Machinery Directive 2006/42/EC 1.4.2.1.
2.2.4.6	The Blower Drive Motor shall be mounted on a Swing Frame so that the motor weight provides the primary belt tension.
2.2.4.7	A Tensioning Assembly consisting of a threaded rod with spring shall be used to adjust the V-belt tension to prevent belt slippage and efficiently transmit power to the Blower.
2.2.4.7.1	The design of the Swing Frame with Tensioner Assembly shall prevent the motor base from falling and creating a personnel hazard in the event of belt failure.
2.2.4.7.2	The design of the blower drive shall allow the use of the Tensioner Assembly adjusting nut to raise the motor base facilitating V-belt changes without the use of pry bars or jacks.
2.2.4.8	The Tensioner Assembly must include visual indication showing whether or not the V-belt tension is within the correct belt tension range.
2.2.4.9	V-belt drive designs without a ducted drive guard, Swing Frame, Tensioning Assembly, or visual tension indication of the V-belts are not allowed.
<b>2.2.5</b>	<b>Process Air Inlet</b>
2.2.5.1	The Sound Attenuating Enclosure for the ambient inlet Blower Package shall include a sound insulated inlet louver which separates the process air from the ventilating air preventing pre-heating of the process air.
<b>2.2.6</b>	<b>Inlet Silencer</b>
2.2.6.1	Inlet Silencer must be of the absorptive type to maximize noise attenuation at the pulsation frequencies of tri-lobe blowers and to minimize the package friction losses.
2.2.6.1.1	The pressure loss coefficient for the Inlet Silencer (from the silencer inlet to the silencer outlet including the filter) must be 5.2 or less.
2.2.6.2	Inlet Silencer must be mounted directly to the inlet port of the Blower to minimize Blower Package friction losses.
2.2.6.3	The absorptive material in the Inlet Silencer must be replaceable.
<b>2.2.7</b>	<b>Inlet Filter</b>
2.2.7.1	The Inlet Filter for each Blower Package must be located inside of the Inlet Silencer to minimize the Blower Package friction losses.
2.2.7.2	Air filtration must comply with EN 779, Class G4; greater than 99% at 5 microns.
2.2.7.3	The Blower Package design must allow the Inlet Filter element to be

	replaced manually, without the use of tools.
<b>2.2.8</b>	<b>Blower Package Frame</b>
2.2.8.1	The Blower Package Frame shall be formed steel construction and designed for Blower horizontal mounting (top inlet/bottom discharge) so the Blower is self-draining.
2.2.8.2	Each Blower Package Frame must include a sub-base integral to the frame for rigidity which can contain 100% of the blower oil volume in the event of an oil spill.
2.2.8.3	Each Blower Package Frame shall include vibration isolators to prevent transmission of vibration to the foundation.
2.2.8.4	Each Blower Package Frame shall be integral to the Discharge Silencer for support.
<b>2.2.9</b>	<b>Discharge Silencer</b>
2.2.9.1	The Discharge Silencer for each Blower Package must be absorptive type to maximize noise attenuation at the pulsation frequencies of tri-lobe blowers and to minimize the Blower Package friction losses.
2.2.9.1.1	The pressure loss coefficient for the Discharge Silencer (from the discharge silencer inlet to the silencer outlet including the discharge check valve) must be 4.5 or less.
2.2.9.2	Discharge Silencer must comply with Pressure Equipment Directive 97/23/EC.
2.2.9.3	The Discharge Silencer must be mounted directly to the discharge port of the Blowers to minimize Blower Package friction losses.
<b>2.2.10</b>	<b>Relief Valve</b>
2.2.10.1	The Relief Valve for each Blower Package must be mounted between the Blower discharge port and the first fitting in the discharge air piping system.
2.2.10.2	The Relief Valve shall be spring type and must be sized for 100% of the design Blower Package flow at 60 HZ.
2.2.10.2.1	Weighted type relief valves are not allowed.
2.2.10.3	Relief Valves must be pre-set for the maximum allowable Blower discharge pressure at the specified Blower maximum speed.
2.2.10.4	Relief Valves shall be ASME-8 and PED with CE mark.
<b>2.2.11</b>	<b>Unloaded Start Valve</b>
2.2.11.1	Each Blower Package shall include a diaphragm operated, mechanical Unloaded Start Valve mounted between the Relief Valve and the Discharge Check Valve.
2.2.11.2	The Unloaded Start Valve shall function to allow the Blower Drive Motor to accelerate to full speed before the Discharge Check Valve opens.
2.2.11.3	The Unloaded Start Valve exhaust shall be silenced and provision shall be

	made to prevent discharge of hot exhaust air inside of the sound attenuating enclosure.
<b>2.2.12</b>	<b>Discharge Check Valve</b>
2.2.12.1	A Discharge Check Valve shall be mounted between the Unloaded Start Valve and the discharge air piping on each Blower Package to prevent reverse flow when the Blower Package is off-line.
2.2.12.2	The Discharge Check Valve shall be full flow, swing type and the design shall insure that the valve element is trapped in the valve body in the event of hinge failure.
2.2.12.2.1	Center hinge designs which allow valve elements to be conveyed downstream in the event of failure are not allowed.
<b>2.2.13</b>	<b>Flexible Connector</b>
2.2.13.1	Each Blower Package must have a flexible connector installed between the Discharge Check Valve and the discharge air piping.
2.2.13.2	Flanged flexible connectors must be of the bellows type and the flanges must be dual-drilled for ANSI and DIN bolt patterns.
<b>2.2.14</b>	<b>Sound Attenuating Enclosure</b>
2.2.14.1	Each Blower Package shall have a full Sound Attenuating Enclosure designed to contain all sources of Blower Package noise.
2.2.14.2	Sound Attenuating Enclosures shall be sheet steel construction with zinc-based primary treatment, powder coat finish, and multi-density sound absorbing foam insulation.
2.2.14.2.1	Sound Attenuating Enclosure absorptive material must conform to FMVSS 302 with a burning rate B or lower than 100 mm/min and DIN 75200.
2.2.14.3	The Sound Attenuating Enclosures shall have inlet louvers positioned on the blower-side of the enclosure to allow cooling air flow across the Blower oil chambers.
2.2.14.4	The ventilating air circuit and the process air circuit must be separate to prevent pre-heating of the process air to improve the Blower Package wire-to-air efficiency. No mixing of the ventilating air and the process air is allowed.
2.2.14.5	The ventilating air inlet louver must include a device to promote smooth, laminar flow of cooling air to the Blower Drive Motor and minimize mixing with the air inside of the Sound Attenuating Enclosure.
2.2.14.6	The Sound Attenuating Enclosure ventilating air exhaust and the Enclosure Ventilating Fan must be located at the top of the Sound Attenuating Enclosure with the inlets near the bottom of the Blower Package to promote natural convection.
2.2.14.6.1	Enclosure ventilation systems which exhaust the ventilating air at the

	bottom of the Blower Package are not allowed.
2.2.14.7	The panels on the front of the Sound Attenuating Enclosures must be designed to be handled by one person and all maintenance points must be accessible from the front of the package.
2.2.14.8	The Sound Attenuating Enclosure shall be designed to allow side-by-side Blower Package installation with only 4" between the Blower Packages.
<b>2.2.15</b>	<b>Weather Hood for Outdoor Installation</b>
2.2.15.1	A stainless steel Weather Hood shall be installed on top of the enclosure by the Blower Package manufacturer to prevent rain from falling into the Sound Attenuating Enclosure exhaust ports. The Weather Hood shall be designed to allow access to the Sound Attenuating Enclosure and panel mounted instruments.
<b>2.3</b>	<b>Blower Package Controls and Instrumentation</b>
2.3.1	It is intended that each Blower Package will include a set of instrumentation, safeties, and controls necessary to protect the Blower Package and the operators.
2.3.1.1	The Blower Package shall include a Terminal Box mounted to the front of the Blower Package, inside of the Sound Attenuating Enclosure, to provide a central connection point for all of the wiring in the Blower Package (except the main Blower Drive Motor) and to facilitate integration of the Blower Package instrumentation into the control system.
2.3.1.2	Each Blower Package shall include the listed instrumentation.
<b>2.3.2</b>	<b>PTC Thermistors</b>
2.3.2.1	The Blower Drive Motor shall have Positive Temperature Coefficient (PTC) Thermistors embedded in the windings.
2.3.2.2	The leads for the PTC Thermistors shall be wired to the Terminal Box.
<b>2.3.3</b>	<b>Inlet Filter Differential Pressure Switch</b>
2.3.3.1	An Inlet Filter Differential Pressure Switch shall be plumbed to measure the pressure difference between the inlet of the filter and the outlet of the filter.
2.3.3.1.1	The Inlet Filter Differential Pressure Switch shall be set to alarm if the inlet filter differential exceeds 50mb/0.73PSI/20"wc.
2.3.3.2	The Inlet Filter Differential Pressure Switch shall be wired to the Terminal Box.
<b>2.3.4</b>	<b>Inlet Filter Differential Pressure Gauge</b>
2.3.4.1	An Inlet Filter Differential Pressure Gauge shall be panel-mounted and piped to indicate when the Inlet Filter differential pressure is excessive.
<b>2.3.5</b>	<b>Enclosure Safety Switch</b>



2.3.5.1	A thermostatic switch shall be mounted inside of the Sound Attenuating Enclosure to monitor the ventilating air temperature.
2.3.5.1.1	The Enclosure Safety Switch shall be set to shut down the Blower Package if the ventilating air temperature exceeds 60°C/140°F.
2.3.5.2	The Enclosure Safety Switch shall be wired to the Terminal Box.
<b>2.3.6</b>	<b>Discharge Temperature Switch/Gauge</b>
2.3.6.1	The Blower Package shall include a panel-mounted Discharge Temperature Switch/Gauge connected to the discharge port of the blower.
2.3.6.2	The Discharge Temperature Switch/Gauge shall be wired to the Terminal Box.
<b>2.3.7</b>	<b>Discharge Pressure Switch</b>
2.3.7.1	Each Blower Package shall include a Discharge Pressure Switch.
2.3.7.2	The Discharge Pressure Switch shall be set to shut down the Blower Package if the discharge pressure exceeds 15 PSIG.
2.3.7.3	The Discharge Pressure Switch shall be wired to the Terminal Box.
<b>2.3.8</b>	<b>Oil Level Monitoring</b> (not available on CBC)
2.3.8.1	Each Blower Package shall include Oil Level Monitors on both the drive end and gear end oil chambers.
2.3.8.2	The Oil Level Monitors must function to prohibit starting of the Blower Package if the oil level in either oil chamber is insufficient
2.3.8.3	The Oil Level Monitors must continually monitor the oil levels while the blower is in operation and function to shut down the Blower Package if the oil level in either oil chamber becomes insufficient to adequately lubricate the bearings and gears.
2.3.8.4	The Oil Level Monitors shall be wired to the Terminal Box.
2.3.8.5	Oil Level Monitors that do not monitor the oil level and provide protection while the Blower Package is in operation are not allowed.

<b>3.0</b>	
<b>3.0</b>	<b>Part 3 - Execution</b>
<b>3.1</b>	
<b>3.1</b>	<b>Installation</b>
3.1.1	The Blower Package shall be delivered to the job site completely assembled and ready to set on a concrete slab
3.1.2	The Blower Package Controls Instrumentation and Sound Enclosure Ventilating Fan shall be completely mounted, piped, and wired to the Terminal Box.
3.1.3	The Manufacturer shall provide installation instructions and any special tools required for installation.
3.1.3.1	Lifting and handling equipment is the responsibility of the Installer.

<b>3.2</b>	<b>Quality Control</b>
3.2.1	No inspectors are specifically required by the owner. However, the Manufacturer is expected to have and follow an internal quality control plan detailing appropriate inspections, standards, and tests with an overall objective to provide a quality end product that meets or exceeds the intent of this specification
<b>***END OF SECTION***</b>	

**END SECTION**

## GENERAL TERMS AND CONDITIONS

### Article 1 - Contract Documents

#### 1.1 Definitions

**When one of the following capitalized words, terms or phrases is used in this contract, it shall be interpreted or construed first as defined below, second according to Its generally accepted meaning in the construction industry, and third according to its common and customary usage.**

**Agreement:** A written agreement between the Owner and a Contractor for provision of goods, products, materials, equipment, systems, management supervision, labor and services required to construct all or part of this Project.

**Contractor:** An entity, including but not limited to a general contractor, a trade contractor or a construction manager, engaged directly by the Owner pursuant to this Agreement.

**Project Documents:** Plans, specifications, change orders, revisions, addenda, supplementary conditions, and other information which set forth in detail the Work.

**Construction Schedule:** The timetable which sets forth pertinent dates for timely completion of the Work.

**Final Completion** The stage of construction when the Work has been completed in accordance with the Agreement and the owner has received all documents and Items necessary for closeout of the Work.

**Hazardous Substances:** The term "Hazardous substance" shall have the same meaning and definition as set forth in the Comprehensive Environmental Response compensation and Liability Act as amended, 42 U.S.C. § 6901 et seq, and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, and shall also include: (a) any Pollutant or Contaminant as those terms are defined in CERCLA; (b) any solid Waste or Hazardous constituent as those terms are defined by, or are otherwise identified by, the Resource Conservation and Recovery Act as amended, 42 U.S.C. § 6901 et seq, and regulations promulgated thereunder (collectively "RCRA") and any corresponding state or local law or regulation; (c) crude oil, petroleum and fractions of distillates thereof; (d) any other material, substance or chemical defined, characterized or regulated as toxic or hazardous under any applicable law, regulation, ordinance, directive or ruling; and (e) any infectious or medical waste as defined by any applicable federal or state laws or regulations.

**Owner's Related Parties:** Any parent, subsidiary or affiliated entities of the owner, including the respective officers, trustees, office holders, directors, shareholders, partners, and employees of each.

**Professional:** An entity, including but not limited to an architect, civil engineer or geotechnical engineer, engaged directly by the Owner to provide design or engineering services.

**Project:** The planned construction undertaking as more specifically defined in the Scope of Services.

**Project Design Schedule:** The timetable which sets forth the required relationships between, and pertinent dates for, required completion of design and engineering services, documents and related activities.

**Site:** The geographical location of the Project, usually defined by legal boundary lines, and the location characteristics including, but not limited to, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, existing buildings and improvements, and service and utility lines.

**Substantial Completion:** The stage of construction when the owner can occupy or beneficially use satisfactorily completed work for its intended purpose.

**Supplier or Vendor:** An entity, including but not limited to a local vendor, engaged directly by the Owner to supply equipment and or materials pursuant to this Agreement.

**Work:** Any and all computers, construction machinery, documents, equipment, facilities, fixtures, furnishings, goods, heat, items, labor, licenses, management, materials, permits, products, services, supervision, supplies, systems, taxes, testing, tools, utilities, transportation, vehicles, and water, required to be performed or supplied and/or necessary for proper execution and completion of the Project, or some portion thereof, whether or not incorporated or to be incorporated into the Project.

## **1.2 Electronic Media**

Unless otherwise specified in this Agreement, the Owner may request that any submissions of shop drawings, manuals, final drawings and/or specifications be available on electronic media. Hard copies of the operation manual and information necessary to operate the equipment shall also be provided for proper operation in the field.

## **1.3 Minimum Requirements**

In every case, requirements established by the Equipment Specifications shall be considered as the minimum which will be accepted.

## **1.4 Owner Disclaimer of Warranty**

The Owner has requested that its Professional(s) prepare documents for the Project, including the plans and specifications for the Project, which are to be complete, accurate, coordinated, and adequate for bidding, negotiating and constructing the Work, however, the Owner makes no representation or warranty of any nature whatsoever to the Vendor concerning such documents. The Vendor hereby acknowledges and represents that it has not relied, and does not and will not rely, upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made.

## **1.5 Conflicts in Documents**

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

1.7.1 As between figures given on plans and scaled measurements, the figures shall govern;

- 1.7.2 As between large-scale plans and small-scale plans, the large-scale plans shall govern;
- 1.7.3 As between plans and specifications, the requirements of the specifications shall govern;
- 1.7.4 As between this document and the plans, specifications, or supplementary conditions, this document shall govern.

#### **1.6 Shop Drawings and Submittals**

Shop drawings and other submittals from the Vendor or its subcontractors and suppliers do not constitute a part of this Agreement.

#### **1.7 Contract Changes**

The Vendor understands and agrees that this Agreement cannot be changed except as expressly provided herein. No act, omission, course of conduct, or course of dealing by the parties shall alter the requirement and that modifications of this Project Agreement can be accomplished only by written documents signed by the parties. Express written notice is a non-waivable condition precedent in connection with all changes and claims arising under or relating to this Agreement.

### **Article 2 - Goods, Products and Materials**

#### **2.1 Quality Of Materials**

The Vendor shall furnish goods, products, materials, equipment and systems which:

- (i) comply with this Agreement;
- (ii) conform to applicable specifications, descriptions, instructions, drawings, data and samples;
- (iii) are new (unless otherwise specified or permitted) and without apparent damage;
- (iv) are of quality, strength, durability, capacity or appearance equal to or higher than that required by the Construction Documents;
- (v) are merchantable;
- (vi) are free from defects; and
- (vii) are beyond and in addition to those required by manufacturers' or suppliers' specifications where such additional items are required by the Construction Documents.

### **Article 3 – Submittals**

#### **3.1 Submittal Schedule**

The Vendor shall timely prepare and transmit to the Professional a schedule for provision of all anticipated submittals. The schedule shall (i) include submittals required by the specifications; (ii) be in a format acceptable to the Professional; and (iii) set forth specific dates for submission of the listed submittals. The Vendor shall review and approve all submittals prior to submission to a Professional.

### **3.2 Processing of Submittals**

The Vendor shall in timely fashion review, approve if appropriate and forward submittals to the Professional(s) for review and approval along with such detail and information, as the Professional requires. No part of the Work dealt with by a submittal shall be fabricated or performed until such approval has been given.

3.2.1 A Professional is responsible to the Owner, but not to the Vendor, to verify that the submittals conform to the design concept and functional requirements of the plans and specifications, that the detailed design portrayed in shop drawings and proposed equipment and materials shown in submittals are of the quality specified and will function properly, and that the submittals comply with the Agreement.

3.2.2 All Work shall be performed in accordance with approved submittals. Approval of submittals by a Professional shall not relieve the Contractor from complying with this Agreement, including all plans and specifications, except as changed by change order.

## **Article 4 – Owner’s Consultant(s), Professional(s) and Construction Administration**

### **4.1 Owner's Designated Professional Representative**

Unless otherwise directed by the Owner, one designated Professional shall act as the Owner's representative from the effective date of this Agreement until one year from the date of achievement of Substantial Completion.

4.1.1 The Professional so designated will be the Owner's design representative during performance of the Work and will consult with and advise the Owner on all design and technical matters.

4.1.2 The designated Professional will act as initial interpreter of the requirements of this Agreement and as the Owner’s advisor on claims.

### **4.2 Professional Site Visits**

The Professional(s) will visit the site with sufficient frequency for familiarization with the progress and quality of the Work and to inspect the Work to determine compliance of the Work with (i) this Agreement, including approved shop drawings and other submittals; (ii) the Construction Schedule; and (iii) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project. No site or construction work that is to be covered shall be covered until the Professional has inspected the Work and provided a written report of the inspection to the Owner.

### **4.3 Professional Rejection of Work**

The Professional(s) may disapprove or reject Work or materials which does not comply with (i) this Agreement including approved shop drawings and other submittals; or (ii) applicable laws, statutes, building codes, rules or regulations of any governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

### **4.4 Professional Evaluations**

4.4.1 The Professional(s) will review and evaluate the results of all inspections, tests and written reports required by this Agreement and by any governmental entity having or asserting jurisdiction over the Project. The Professional(s) will take appropriate action on test results, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional(s). The Professional(s) will promptly reject Work, which does not conform to and comply with testing requirements.

4.4.2 The Professional(s) may require inspection or testing of any work in addition to that required by this

Agreement or governmental entities having or asserting jurisdiction over the Project when such additional inspections and testing is necessary or advisable, whether or not such Work is then fabricated, installed or completed. The Professional(s) will take appropriate action on all such special testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional(s).

#### **4.5 Professional Submittal Activities**

The Professional(s) will review and approve, reject or take other appropriate action on submittals such as shop drawings, product data, samples and proposed equal materials or equipment and requested substitutions within not more than fourteen calendar days, and will not approve any submittals unless such submittals conform with (i) the Project design concept; (ii) this Agreement; and (iii) the Owner's budgeted Total Project Construction cost. A Professional's review of submittals shall not constitute final acceptance of materials or equipment furnished or installed if such materials or equipment should be defective or not as represented by approved submittals or as otherwise required by the Construction Documents. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performance of the Work.

#### **4.6 Professional Interpretations**

A Professional will, when requested to do so in writing by the Vendor, promptly and so as to cause no unnecessary delay, render written or graphic interpretations and decisions necessary for the proper execution of the Work. A Professional's interpretations and decisions relating to artistic effect shall be final if not inconsistent with this Agreement.

#### **4.7 Professional Change Order Activities**

The Professional(s) will consult with and advise the Owner concerning, and will administer and manage, all change order requests and change orders on behalf of the Owner.

#### **4.9 Professional Relationship To Vendor**

The duties, obligations and responsibilities of the Vendor under this Agreement shall not be changed, abridged, altered, discharged, released, or satisfied by any duty, obligation or responsibility of any Professional. The Vendor shall not be a third-party beneficiary of any agreement by and between the Owner and any Professional. The duties of the Vendor to the Owner shall be independent of, and shall not be diminished by, any duties or obligations of any Professional to the Owner.

## ADDITIONAL SUPPLEMENTAL TERMS AND CONDITIONS

### WITNESSETH:

(1) The VENDOR hereby warrants and represents to the OWNER that it is competent and otherwise able to provide professional and high quality goods and/or services to the OWNER by means of employees who are neat in appearance and of polite demeanor.

(2) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the VENDOR certify that he/she/they is/are authorized to bind the VENDOR fully to the terms of this Agreement,

(3) The VENDOR hereby guarantees the OWNER that all materials, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.

(4) Execution of this Agreement by the VENDOR is a representation that the VENDOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The VENDOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The VENDOR has informed the OWNER, and hereby represents to the OWNER, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the OWNER'S Projects.

(5) The VENDOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, and the coordination of all goods and/or services furnished by the VENDOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. The VENDOR shall work closely with the OWNER on all aspects of the provision of the goods and/or services. With respect to services, the VENDOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the VENDOR under this Agreement.

(6) Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the VENDOR shall be and remain liable to the OWNER in accordance with applicable law for all damages to the OWNER caused by the VENDOR negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(7) The OWNER and the VENDOR will make every effort to resolve all disputable items contained in the VENDOR'S invoices.

(8) Each invoice shall reference this Agreement, the appropriate billing period.

(9) The *Florida Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the VENDOR completed goods and/or services referenced in an invoice.

(10) Invoices are to be forwarded directly to:

**Sun 'n Lake of Sebring Improvement District  
5306 Sun 'n Lake Blvd.  
Sebring, Florida 33872**

(11) OWNER designates the OWNER, Manager or his/her designated representative, to represent the OWNER in all matters pertaining to and arising from the work and the performance of this Agreement.



**(12)** The OWNER, Manager, or his/her designated representative, shall have the following responsibilities:

(a) Examination of all work and rendering, in writing, decisions indicating the OWNER'S approval or disapproval within a reasonable time so as not to materially delay the work of the VENDOR;

(b) Transmission of instructions, receipt of information, and interpretation and definition of OWNER'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(c) Giving prompt written notice to the VENDOR whenever the OWNER official representative knows of a defect or change necessary in the project; and

(d) Coordinating and managing the VENDOR'S preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

**(13)** The VENDOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the OWNER. The VENDOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

**(14)** The VENDOR shall advise the OWNER in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

**(15)** The VENDOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any OWNER employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

**(16)** In the event of any audit or inspection conducted revealing any overpayment by the OWNER under the terms of the Agreement, the VENDOR shall refund such overpayment to the OWNER within thirty (30) days of notice by the OWNER of the request for the refund.

## SAMPLE AGREEMENT FORM

### 1. GENERAL

- 1.01** THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between (1) Sun 'n Lake of Sebring, Florida, hereinafter called the Owner, and (2) \_\_\_\_\_ doing business as a (3) \_\_\_\_\_, and hereinafter called the Contractor.
- (1) Owner
  - (2) Contractor
  - (3) Sole Proprietor, Partnership, or Corporation

### 1.02 The Owner and Contractor agree as follows:

A. Contract Documents

The Contract Documents consist of this Agreement; all Technical, General, and Supplementary Conditions and Sections contained in the Project Manual; the Drawings as listed on the Bid Form and Index to Drawings; all Addenda issued prior to and all Change Orders issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B. Scope of Work

The Contractor shall perform all work required by the Contract Documents for the construction of the Sun 'n Lake of Sebring Improvement District BID # 13-03 Surge Tank Rotary Blower Package.

C. Contract Time

The Contractor shall begin design work within fourteen (14) calendar days after the issuance of a written Notice to Proceed and shall complete the work within stipulated consecutive calendar days of date of the Notice to Proceed as follows.

1. Shop submittals shall be submitted for approval within 60 days of execution of this contract.
2. Vendor shall coordinate delivery of product for August 26th, 2013 unless approved or notified at least 30 days in advance by Owner. Owner may request a later date for delivery if installation site is not ready. Notice of final delivery date shall be made to Owner by Vendor at least 30 days prior and final delivery arrangements confirmed at least 7 days prior to delivery. Owner will make arrangements for lifting equipment on site to unload.

D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay, (but not as a penalty), CONTRACTOR shall pay OWNER **AMOUNT OF MONEY FOR SUBSTANTIAL COMPLETION** for each day that expires beyond the individual times specified in Paragraph C above for Substantial Completion and **AMOUNT OF MONEY FOR FINAL COMPLETION** expires beyond the time specified in Paragraph C above for Final Completion (readiness for final payment).

E. Contract Price

Lump Sum Contract

The Owner will pay the Vendor in current funds for the performance of the work, subject to additions and deductions by Change Order; the Total Contract Price of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Payments will be made to the Vendor on the basis of the Schedule of Values included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein.

F. Payments

Payment terms and conditions will be negotiated with the successful bidder. Standard industry accepted payment practices will be followed.

G. Engineer

The Project shall be directed by the District Engineer, or his representative. Polston Engineering, referred to in the documents as the District Engineer, whose authority during the progress of construction is defined in the General Conditions and Supplementary Conditions.

H. Unauthorized Alien Workers

The Sun 'n Lake of Sebring Improvement District will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA"). The District shall consider the employment by a contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(3) of the INA shall be grounds for unilateral cancellation of this Agreement by the District.

Employment Eligibility Verification

(a) *Definitions.* As used in this paragraph

*Employee assigned to this Contract* means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Contract. An employee is not considered to be directly performing work under this Contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

*Subcontract* means any contract entered into by a subcontractor to furnish supplies or services for performance of this Contract or a subcontract under this Contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Contractor or another subcontractor.

*United States*, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) The Contractor must be enrolled in E-Verify at time of contract award, and the Contractor shall use E-Verify to initiate verification of employment eligibility of—

- (i) *All new employees.*

(A) *Enrolled 30 calendar days or more.* The Contractor shall initiate verification of employment eligibility of all new hires of the Contractor, who are working in the State of Florida, whether or not assigned to this Contract, within 3 business days after the date of hire; or

(B) *Enrolled less than 30 calendar days.* Within 30 calendar days after enrollment in E-Verify, the Contractor shall initiate verification of employment eligibility of all new hires of the Contractor who are working in the State of Florida, whether or not assigned to this Contract, within 3 business days after the date of hire.

(ii) *Employees assigned to this Contract.* For each employee assigned to this Contract, the Contractor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within 30 calendar days after date of contract award or within 30 days after assignment to this Contract, whichever date is later.

(2) The Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU. Termination of the Contractor's MOU and denial of access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Contract.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

(d) *Individuals previously verified.* The Contractor is not required by this paragraph to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the Contractor through the E-Verify program.

(e) *Subcontracts.* The Contractor shall include, and shall require the inclusion of, the requirements of this paragraph, including this subparagraph (e) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Contract.

**1.03**  
above written.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first

VENDOR:

Name of Firm

By (Signature and Title)

Seal

ATTEST:

Signature

Seal

OWNER:

Sun 'n Lake of Sebring Improvement District, Florida

By (Signature and Title)

Seal

ATTEST:

Signature

Seal

**END OF SECTION**