

Sun 'n Lake of Sebring Improvement District
Allison Lee, Administrative Services Coordinator
5306 Sun 'n Lake Blvd.
Sebring, FL 33872
e-mail: alee@snldistrict.org
Facsimile Number: 863-382-2988

RFP NO. 16-03
OPENING TIME: 2:00pm
OPENING DATE: March 1, 2016

THIS IS NOT AN ORDER

YOU ARE INVITED TO PROPOSE ON THE FOLLOWING:

Sun 'n Lake of Sebring Improvement District

Wastewater Treatment Plant #1 - Main Blowers Equipment Replacement

SEE ATTACHED PROJECT DOCUMENTS

The complete set of proposal documents is available on the District web site at www.snldistrict.org or call 863-382-2196

Proposals must be received in the District Office before:

Time: 2:00pm Date: March 1, 2016

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

Signed: Tanya Cannady , General Manager

Date: 02/19/2016

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Section 1000

Equipment Specifications

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

LEGAL AD

REQUEST FOR PROPOSAL

Sun 'n Lake of Sebring Improvement District
Allison Lee, Administrative Services Coordinator
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Wastewater Treatment Plant #1 - Main Blowers Equipment Replacement

The complete set of proposal documents is available on the District web site at www.snldistrict.org or call 863-382-2196

Request for Proposals for Wastewater Treatment Plant - Main Blower Replacement

RFP No. 16-03

The Sun 'n Lake of Sebring Improvement District hereby requests proposals from interested equipment vendors to supply blower and control panel package for the existing wastewater treatment plant. The District intends to select one supplying firm from the Request for Proposals (RFPs) to supply the products as specified in the Specifications section of the bid package.

Specifications and Bid Documents can be found at www.snldistrict.org.

Sealed bids will be due no later than 2:00 pm March 1, 2016.

Proposals must be received in the District Office before:

Time: 2:00pm **Date:** March 1, 2016

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

Signed: Tanya Cannady, General Manager

Date: 02/19/2016

ADVERTISE 2/23/16 & 2/24/16

HIGHLANDS TODAY

RFP 16-03

Page | 3

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 Three (3) 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.

PROTEST: Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of any right to protest the terms, conditions, and specifications contained in the RFP, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, or to protest the decision or intended decision concerning a RFP contract award.

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 equipment vendors (hereafter "the Vendor") to provide Wastewater Treatment Plant #1 - Main Blowers Equipment Replacement. The District intends to select one supplying firm from the Request for Proposals (RFPs) to deliver and perform the requested products and services described herein under General Specifications.

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:

- 4.1 Proposal Form
- 4.2 List of References Form
- 4.3 Certificate of Insurance
- 4.4 Non-Collusion Affidavit of Proposer
- 4.5 Conflict of Interest Statement
- 4.6 Disputes Disclosure Form

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.

9. CONTRACT TERM

It is the intent to award a contract to provide equipment within the dates specified.

10. QUESTIONS

All questions concerning this RFP shall be submitted in writing to the name and address below before February 25, 2016. 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 by February 26, 2016.

Allison Lee, Administrative Services Coordinator
Sun 'n Lake of Sebring Improvement District
5306 Sun 'n Lake Blvd.
Sebring, FL 33872
Fax number: 863-382-2988 / E-mail: alee@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 contracting individual/firm submittal.

12. BONDS - Not Required for this project

~~In the event that the total awarded contract price to an individual entity is greater than \$100,000.00, Payment and Performance Bonds will be required, each in the amount of 100% of the contract price. Bid bonds are not required for this project.~~

13. SUBMITTAL OF PROPOSAL

All firms submitting a proposal will need to submit One (1) marked original and Three (3) copies of their documents in a sealed package. The left front of the package shall read:

Wastewater Treatment Plant #1 - Main Blowers Equipment Replacement
RFP # 16-03
Due Date: March 1, 2016 – Time: 2:00pm
Company Name and Address

Documents will need to be mailed or hand delivered to:

Tanya Cannady, 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 purpose of this project is to provide four (4) new rotary lobe blowers and a control panel. All proposed equipment will be in accordance with the project plans and specifications.

These specifications to compliment plans and specifications prepared by Polston Engineering Inc

1. Provide equipment as outlined in the attached specifications.
2. Equipment to be provided no later than July 8, 2016.
3. Equipment to be operational prior to August 19, 2016.
4. Delivery shall be made to the site, 5001 U.S. Hwy 27 North, Sebring, Fl 33872. Prior notice of delivery shall be made no later than 24 hours of arrival and coordinated with owner as to equipment needed on site for unloading. If equipment larger than a forked loader/skid-steer is needed, additional notice will be necessary to make arrangements.
5. For additional details see Section 1000 - Product Specifications –ROTARY LOBE BLOWER PACKAGE attached.

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 equipment reliability.
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.
8. Relative distance of distributor warehouse from the District.

END OF EVALUATION CRITERIA

**SUN 'N LAKE OF SEBRING
IMPROVEMENT DISTRICT**
Wastewater Treatment Plant #1 - Main
Blowers Equipment Replacement
PROPOSAL FORM
RFP NO. 16-03

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 March 1, 2016 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)

Services 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 and Title _____
Signature of Owner/Partner/Officer _____
Business Telephone _____ Fax: _____
Business Address _____
City/State/Zip _____

(please place copy of this sheet on top of proposal submittal for easy access at bid opening)

NON-COLLUSION AFFIDAVIT OF PROPOSER

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the proposer that has submitted the attached proposal;
Title Company Name

2. He/She is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached proposal or any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Sun 'n Lake of Sebring Improvement District, Sebring, Florida or any person interested in the proposed Contract.

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED _____

TITLE _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 2016.

Notary Public, State of Florida

My Commission Expires

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

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 # 16-03** described as: Wastewater Treatment Plant #1 - Main Blowers Equipment Replacement
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 _____, 2016

Signature

Typed Name and Title

Sworn to and subscribed before me this ____ day of _____, 2016
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 # 16-03 Wastewater Treatment Plant #1 - Main Blowers Equipment Replacement

Firm

Date

Authorized Signature and Title

Printed or Typed Name and Title

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

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:

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

1.5.2 As between large-scale plans and small-scale plans, the large-scale plans shall govern;

1.5.3 As between plans and specifications, the requirements of the specifications shall govern;

1.5.4 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 services, goods, products, materials, equipment and systems

which:

- 2.1.1 comply with this Agreement;
- 2.1.2 conform to applicable specifications, descriptions, instructions, drawings, data and samples;
- 2.1.3 are new (unless otherwise specified or permitted) and without apparent damage;
- 2.1.4 are of quality, strength, durability, capacity or appearance equal to or higher than that required by the Construction Documents;
- 2.1.5 are merchantable;
- 2.1.6 are free from defects; and
- 2.1.7 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
CONTRACT**

THIS IS AN AGREEMENT between the SUN'N LAKE OF SEBRING IMPROVEMENT DISTRICT, a special taxing district of the State of Florida and Highlands County (herein called "District") and <<Vendor>> (herein called "Vendor" or "Contractor").

1. PREMISE

District would like for Vendor to provide equipment as defined herein and Vendor would like to do so on the terms and conditions set forth herein and in accordance with the Request for Bids or Proposals, the plans, the specifications, the Bid Form, General Terms and Conditions, Special Conditions and all Bid and Contract Documents, which are collectively made a part of this Contract and in part attached as Exhibit A. Vendor agrees to furnish at its own cost and expense, all labor, tools, materials, equipment, superintendence, security, insurance, testing and all other accessories and services necessary to provide the equipment.

2. Project (herein collectively called the "Project" or the "Work")

RFP # 16-03 – Wastewater Treatment Plant #1 - Main Blowers Equipment Replacement

3. CONTRACT PRICE

District shall pay to Contractor the sum of <<CONTRACT AMOUNT WRITTEN>> Dollars (\$<<NUMERICAL CONTRACT AMOUNT>>) as the total price for the completion of the Project, subject to increase or decrease as provided herein.

4. NOTICES

Whenever any notice is required or permitted by this contract to be given, such notice shall be by certified mail or overnight delivery addressed to:

Vendor:

District:

<<COMPANY NAME>>	Sun'n Lake of Sebring Improvement District
<<PRIMARY CONTACT>>	Tanya Cannady, General Manger
<<ADDRESS>>	5306 Sun 'n Lake Boulevard
<<CITY, STATE ZIP>>	Sebring, Florida 33872
<<PHONE>>	863-382-2196
<<FAX>>(fax)	863-382-2988 (fax)

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid. Each party will be responsible for notifying the other of any change in their address.

5. PAYMENT

District shall pay Contractor upon a mutually agreeable payment schedule for Work completed. Upon Contractor's application for payment, the <<PROJECT MANAGER>>, or his designee(s), will make an inspection and, if the Work is found to be acceptable under the contract, they will submit the payment request to the District General Manager. The District Public Works Director and/or District Consulting Engineer shall have five working days to review the application for payment. Once approved the District shall have ten working days to process and issue the payment. A 10% retainer shall be retained until completion of project.

6. CHANGE ORDERS

The Contract Price and the Contract Time may be changed only by a written Change Order. The District, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized only by written Change Order and shall be executed under the applicable conditions of the Contract Documents. The Contractor shall not change, alter, or delete in any manner, any portion of the Specifications without prior approval by the District.

7. CANCELLATION

The District may terminate this Contract for default if the Contractor has been found to have provided the service in an "unsatisfactory manner". An "unsatisfactory manner" includes, but is not limited to: Failure to supply exact services specified within the required service periods, providing sub-standard services, and/or the inability to maintain Bid prices for the term of the Contract. The District may further terminate this Contract if the Contractor fails to comply with any other provisions of the Contract. In such cases, the Contract shall be terminated in the following manner: The Contractor will be notified, in writing, of the nature of their failure to perform and time certain for correcting the failure will be specified. Unless the failure is corrected, the Contractor shall be found in default and the Contract shall be subject to immediate cancellation. Termination shall be effected by serving a notice of termination on the Contractor setting forth

the manner in which the Contractor is in default. The Contractor will only be paid the Contract Price for service provided and accepted in accordance with the Specifications, terms and conditions set forth in the Contract.

8. EXAMINATION AND FAMILIARITY WITH SITE

Vendor represents that it has examined the Project site thoroughly before entering into this agreement and is knowledgeable of location for delivery.

9. UNUSUAL CONDITIONS

Should unforeseen circumstances encountered in the performance of the Work be encountered, the guaranteed maximum cost shall be equitably adjusted by Change Order upon claim by either party, on condition that the claim is made in writing within a seven (7) calendar days after the first observance of the condition.

10. COMMENCEMENT AND COMPLETION DATES

Contractor hereby agrees to commence Work under this contract no later than <<START DATE>> and shall be responsible to achieve final delivery of the Product by <<COMPLETION DATE>>, with detailed deadlines outlined in the bid documents. Vendor shall be solely responsible for the means, methods, techniques utilized in the design and construction.

11. PENALTY

It is acknowledged that the Vendor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the District to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the District of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the District as against Contractor, in the event of delayed completion and without the District being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the District for payment of liquidated damages in the amount of **(Not Applicable)** for each calendar day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to District without limiting District's right to terminate this agreement for default as provided elsewhere herein.

12. LAWS AND REGULATIONS

The Contractor is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Contract. The failure to be familiar with applicable laws will in no way relieve the Contractor from responsibility. Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the Work and the protection of persons and property.

13. WORKMANSHIP

Contractor shall, in a good and workmanlike manner, perform all Work and furnish all supplies and materials necessary and proper to complete the Work under this contract, within the time specified herein, in accordance with the provisions of this contract, including any specifications, plans and drawings provided to Contractor. Contractor shall complete the entire Project to the satisfaction of District.

14. PROTECTION OF PROPERTY AND IMPROVEMENTS

Contractor shall be responsible for the protection of all existing paving, buildings, grass, landscaping, utilities and adjacent real property and shall promptly repair, at its sole cost, any damage caused, in whole or in part, by Contractor or its agents or subcontractors during the construction or completion of the Work or Project unless specifically excluded by District.

15. CLEAN-UP AND REMOVAL OF DEBRIS

Contractor shall daily keep the site in a clean and orderly condition, free from all refuse, rubbish, scrap materials and debris caused by Contractor's operations.

16. DRUG-FREE WORKPLACE

Contractor acknowledges that District is a drug-free work place. Contractor covenants that all employees of Contractor working upon District property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute section 440.102 (Chapter 440).

17. REQUIRED INSURANCE

Contractor shall provide, pay for, and maintain in force at all times during the Project, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Business Automobile Liability, as will assure to the District of the protection contained in the indemnification and hold harmless clauses of Section 25 of this agreement undertaken by Contractor and in compliance with the applicable provisions of this contract. The Comprehensive General Liability and Business Automobile Liability policies shall clearly identify the indemnification and hold harmless clauses of Section 25 of this agreement by the additional named insured endorsement under this article.

Such policy or policies shall be issued by an insurance company authorized to do business in the State of Florida and be written by a resident agent licensed by The State of Florida. Contractor shall specifically protect the District of by naming the District as an additional named insured under the Comprehensive General Liability Insurance and Business Automobile Liability policies hereinafter described. A current Certificate of Insurance meeting these requirements shall be evidence of the required coverage.

The following coverage shall be provided:

Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include Employers' Liability with limits of One Hundred Thousand Dollars (\$100,000.00) Each Accident, Five Hundred Thousand Dollars (\$500,000.00) Each Disease, and One Million Dollars (\$1,000,000.00) Aggregate by Disease. All exemptions allowed by law must be specified in conjunction with the above specified requirements as applicable.

Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence single limit for Bodily Injury Liability and Property Damage Liability. The policy shall not contain exclusions for explosion, collapse, or underground (X, C, U) hazards. All policies shall be written on an occurrence basis where available. The required limits may be met by the issuance of an excess or umbrella coverage policy so long as the DISTRICT is named as an additional insured on such policies. Coverage shall include:

- (a) Premises/Operations Liability on an occurrence basis.
- (b) Independent contractors.
- (c) Product and Completed Operations Liability on an occurrence basis.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- (f) Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Owned vehicles, Non-owned and hired vehicles

Notice of Cancellation, Expiration and/or Restriction: The policies must be endorsed to provide the District with thirty (30) days advanced written notice of cancellation, expiration, and/or restriction of coverage.

Contractor shall furnish to the District, Certificate(s) of Insurance and certified copies of all insurance policies evidencing the insurance coverage's required herein prior to notice to proceed by the District. Such certificate(s) shall reference this agreement. The certificate holder shall be the District.

18. TRANSFER OR ASSIGNMENT PROHIBITED

Contractor shall not assign this contract, in whole or in part, or any monies due or to become due hereunder, without the written consent of District.

19. ACCEPTANCE AND WARRANTY

Unless a longer period is otherwise provided in the Contract Documents, Contractor warrants that the Work shall be free from defects in material and workmanship at the time of final completion and for a period of one year from the date of final completion. Acceptance of the Work and final payment shall not relieve Contractor of the obligation to remedy Work that does not comply with the Contract Documents. Contractor warrants to District that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective, and Contractor shall promptly repair or replace the defective Work. Contractor shall promptly repair all defects at Contractor's expense. The provisions of this section shall survive the closing.

20. TAXES

Contractor shall pay at Contractor's expense, included as a part of the contract price, all sales, consumer, use and other similar taxes required by law resulting from the Work which are in effect as of the date of execution of this Agreement.

21. PERMITS, FEES AND NOTICES

Contractor shall secure and pay for all permits and licenses necessary for the proper execution and completion of the Work which are in effect as of the date of execution of this contract. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If either Contractor or District observes that any of the Contract Documents are at variance therewith in any respect, it shall promptly notify the other party, in writing, and any necessary changes shall be adjusted by appropriate modification. If Contractor performs any Work

which is contrary to such laws, ordinances, rules and regulations in effect as of the date of execution of this Agreement, then Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto.

22. RESPONSIBILITY FOR THOSE PERFORMING THE WORK

Contractor shall be responsible to District for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the Work by, through, or under Contractor.

23. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

24. SAFETY AND HEALTH REGULATIONS

Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act and such other rules and regulations as may be applicable to this Project. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including, securing materials for the Project, providing appropriate lighting and posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor and District's designee shall mutually agree on appropriate staging areas for the materials and equipment for the Project so as to not unreasonably encumber District's other real property.

25. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the District and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to reasonable fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work

itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the District or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore as a portion of the contract price.

26. DEFAULT

In any action brought by either party for the interpretation or enforcement of the obligations of the other party including District's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

27. BINDING EFFECT

This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.

28. GOVERNING LAW AND LITIGATION

The Contract shall be governed by the laws of the State of Florida as they are now and hereinafter in force. Jurisdiction and venue of any litigation arising out of the Contract shall be exclusively in Highlands County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to pre-trial, trial, and appellate proceedings arising on and of such litigation.

29. 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 Vendor 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.

30. MULTIPLE ORIGINALS

This contract is executed in multiple copies, each of which shall be deemed an original.

AGREED TO this _____ day of _____, 2016 .

SUN'N LAKE OF SEBRING IMPROVEMENT DISTRICT

Tanya Cannady, General Manager

Date

VENDOR:

<<AUTHORIZED COMPANY REPRESENTATIVE>>

Date

<<COMPANY NAME>>

Corporate Seal

Section 1000 - Product Specifications –ROTARY LOBE BLOWER PACKAGE

Part 1 – General

1.1 Summary

A. Section includes:

1. Positive displacement blower package including accessories as specified herein.
 - a. Quantity: Four (4)
 - b. Blower Application: Wastewater
 - c. Blower ID Number: Kaeser Omega Plus Rotary Blower - FB 621C
 - d. All equipment specified in this section shall be designed and furnished by the blower manufacturer, who shall be responsible for the suitability and compatibility of all included equipment per this section.

B. Related Sections:

1. Part 3: Controls
 - a. Blower package controls are to be supplied by the Vendor and are a part of the blower package Bid.
 - b. Controls will be installed by Owners Representative and must be a licensed electrician contractor qualified and experienced in similar installations. Instructions or support to assist in proper installation shall be provided by the control panel manufacture.

1.2 Scope

A. Vendor:

1. Furnish positive displacement blower equipment and control panel as specified.
2. Shall provide startup and training activities under the direction of the qualified manufacturer's representative.

1.3 Quality Assurance

A. Manufacturers' Qualifications:

1. All equipment furnished under this section shall be furnished by a single manufacture certified in ISO 9001, who shall assume complete responsibility for the design and performance of the blower package.
2. All equipment furnished under this section shall be new, unused, and shall be the standard product of the manufacturer, who shall have a minimum of 10 years' experience in producing blower packages and be able to produce evidence of at least 5 installations of similar size in satisfactory operation in the United States, if requested.

B. Factory Tests:

1. Parts must be inspected as part of a strict ISO 9001:2008 quality control program.
2. All critical dimensions of the blower components provided by the manufacturer shall be verified and documented prior to assembly.
3. Each blower provided by the manufacturer shall be tested per ISO 1217, Annex B.
4. Each blower provided by the manufacturer shall be operated at its maximum rated speed and differential pressure for fifteen (15) minutes.
5. On completion of final assembly of the packaged blower and prior to shipment, each packaged blower shall be mechanically run for a minimum of thirty (30) minutes.
6. Each blower package provided by the manufacturer shall be guaranteed to provide performance to ISO 1217, Annex C.

Section 1000 - Product Specifications –ROTARY LOBE BLOWER PACKAGE

C. Reference Standard:

1. American Society of Testing and Materials (ASTM)
2. National Electrical Manufacturers Association (NEMA)
3. Occupational Safety and Health Act (OSHA)
4. National Electrical Code (NEC)
5. American Gear Manufacturers Association (AGMA)
6. Anti-Friction Bearing Manufacturers Association (AFBMA)
7. International Organization of Standardization (ISO)
8. International Electrotechnical Commission (IEC)
9. German Institute for Standardization (DIN)

1.4 Submittals

A. Manufacturer's standard submittal for establishing compliance to this Section shall include the following items; following typical submittal procedures.

1. Table of contents
2. A complete and detailed list of any and all variations to the specification
3. Descriptive literature, bulletins, and/or catalog cut sheets of the equipment.
4. Scope of supply
5. Blower package performance data sheets showing at least the following:
 - a. Package model name
 - b. Bare blower model name
 - c. Design conditions as listed in this section
 - d. Air flow in ICFM and SCFM for design conditions listed
 - e. Discharge pressure
 - f. Motor size
 - g. Brake horse power required for both blower and motor
 - h. Bare blower speed with percentage of its maximum speed
 - i. Process air connection size.
 - j. Operating Voltage required for both main motor and enclosure ventilation fan.
 - k. Sound pressure and power levels
 - l. Dimensions
 - m. Package weight
 - n. Pressure relief valve set point
 - o. Discharge temperature
 - p. Accessories being supplied
6. Installation data sheets
7. Manufacturer's standard performance curve showing blower rpm, pressure differential, capacity in ICFM, blower shaft horsepower, temperature rise at standard conditions.
8. Blower package drawing showing all important details required for installation including dimensions, anchor bolt locations, size and location of connections to other works and weight of equipment.
9. Motor manufacturer's data sheet showing at least the following:
 - a. Motor manufacturer's name and model number
 - b. Efficiency class and %
 - c. Efficiency at $\frac{1}{2}$, $\frac{3}{4}$, and full load
 - d. Amp draw
 - e. Motor RPM
 - f. Code letter
 - g. Motor frame
10. Electrical connection diagram for motor, enclosure ventilation fan, and any blower accessory requiring an electrical connection.
11. Inlet filter documentation
12. Data sheets for supplied instrumentation and accessories
13. Spare parts overview drawing
14. Recommend spare parts list

Section 1000 - Product Specifications –ROTARY LOBE BLOWER PACKAGE

15. Paint specification for blower package
16. Maintenance overview
17. Blower startup check list
18. Lubrication requirements
19. MSDS sheet (oil)
20. Warranty information
21. Manufacturer's standard for equipment standards
22. Compliance with Machinery Standards for sound and performance certificate

- B. Manufacturer's standard Operation and Maintenance Manual shall include the following sections;
1. Regarding this Document
 2. Technical Data for the blower package
 3. Safety and Responsibility
 4. Design and Function
 5. Installation and Operating Conditions
 6. Installation
 7. Initial Start-up
 8. Operation
 9. Fault Recognition and Rectification
 10. Maintenance
 11. Spare parts, Operating Materials, Service
 12. Decommissioning, Storage and Transport
 13. Annex with Drawings and Diagrams

1.5 Product Delivery, Handling and Storage

- A. Delivery and Handling of Equipment:
1. Manufacturer and Vendor shall coordinate the delivery schedule for just in time delivery to minimize the period the Blower package is on site before installation.
 2. Owner or Owners Representative shall unload and inspect all equipment and materials against reviewed shop drawings at the time of delivery. Any damage shall be reported to the freight company immediately upon receipt.
 3. Equipment and materials damaged or not meeting the requirements of the reviewed shop drawings shall be immediately returned for replacement or repair.
 4. Each box or shipping crate shall be properly marked to show its net weight and its contents.
- B. Storage:
1. The owner will be responsible for the equipment and materials while in storage.
 2. Store materials to permit easy access for inspection and identification. Support all material off of the ground while protecting steel members and packaged material from corrosion and deterioration as per manufacturers' instructions.

1.6 Spare Parts

- A. Vendor to furnish the following manufacturer's recommended routine maintenance spare parts for each blower package provided:
1. One (1) integral inlet silencer filter element
 2. SB-220 synthetic lubrication for oil change of bare blower

1.7 Warranty

- A. The manufacturer shall warrant the bare blower being supplied against all defects in workmanship and materials for a period of sixty (60) months from date of startup, not to exceed sixty-six (66) months from date of shipment from the manufacturer of the blowers. All other package components shall be warranted for a period of twelve (12) months from date of startup, not to exceed eighteen (18) months from the date of shipment.

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- B. The contractor shall be responsible for proper storage of the equipment so as to remain in “as shipped” condition. If the equipment remains in storage at the job site for longer than six (6) months before installation, the contractor shall provide factory service personnel for a complete inspection of the equipment. Any work necessary to restore the equipment to “as shipped” condition shall be the responsibility of the contractor.

Part 2 – Product

2.1 Manufacturer

- A. The equipment specified herein is intended to be standard equipment for use in low pressure air systems and be supplied by a single manufacturer or authorized sales representative to assure uniform quality, ease of maintenance, and minimal parts storage.
- B. Manufacturer List:
 - 1. Kaeser Compressors, Inc.
 - a. Model - FB 621C - 75 HP
 - 2. or Approved equal
 - a. Reference Part 5 of these specifications for product substitution procedures for information pertaining to alternate products.
- C. Plan layouts, weights, and pertinent specification language used in the design have been based upon Kaeser Compressors, Inc. equipment. Any changes required to accommodate equipment other than the basis of design shall be provided by the Contractor at no additional expense to the Owner. Furthermore, a complete and detailed deviation list from the specification shall be provided with proposal.

2.2 Design Criteria

- A. Standard Conditions for SCFM:
 - 1. Elevation: 14.7 PSIA (0' elevation)
 - 2. Temperature: 68 deg F.
 - 3. Relative Humidity: 0%
- B. Design (site) Conditions for ICFM:
 - 1. Elevation: 14.7 PSIA (145' elevation)
 - 2. Maximum Blower Inlet Temperature: 100 deg F.
 - 3. Relative Humidity*: 80%
*Relative humidity at maximum blower inlet temperature.
- C. Performance Data:
 - 1. Application: Wastewater Treatment Plant - Extended Aeration
 - 2. Quantity: Four (4)
 - 3. Blower Packaged Controlled by a VFD: No
 - 4. Flow required: 1540 SCFM
 - 5. Blower Package Discharge Pressure: 6.0 PSIG
 - 6. Motor Horsepower: 75 HP
 - a. Motor shaft power shall account for belt losses in addition to internal package losses.
 - b. The motor shall not operate in its service factor at design conditions.
 - c. VFD efficiency loss shall be accounted for.
 - 7. Power supply voltage:
 - a. Main motor: 460v/ 3ph/ 60hz
 - b. Enclosure ventilation fan motor: 460v/ 3ph/ 60hz
 - 8. % of Maximum Blower Speed at 60hz: <= 85%
 - 9. Blower Package Sound Level: 75 dB(A) at 3 feet* (Maximum)
* In accordance with ISO 2151, +/- 3 dB(A) at 1m, free field conditions, with insulated piping.

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2.3 Blower Package Configuration:

- A. Installation Location: **Outside**
- B. Inlet Configuration: **Ambient**
- C. All components and instrumentation are to be mounted and pre-piped; no field installation shall be required by the contractor. The manufacturer shall be responsible for all aspects of the engineering, from the blower package's air inlet to its discharge connection.

2.4 Bare Blower Construction

- A. Blower type:
 - 1. The bare blower shall be mounted for vertical air flow, be of the oil-free, positive displacement, rotary three lobe type, designed for air or other inert gas service, and belt driven via electric motor.
 - 2. The bare blower assembly must operate at the effective value for vibration velocity in frequency range A and B, according to VDI 3836.
- B. Material:
 - 1. AISI, ASTM, GJL, GLS, DIN, etc..., numbers, types, and grades specified are typical of material composition and quality, equivalent materials will be considered.
- C. Housing:
 - 1. The casing shall be made of high strength, close grained, cast iron, and shall be adequately ribbed to prevent casing deflection and facilitate cooling. Casing shall be of EN GG 20 material.
 - 2. The casing shall be precision machined to allow for minimum clearances.
 - 3. The casing shall include channels integrated on the discharge to reduce blower pulsation and dampen noise.
 - 4. The casing shall include threaded atmospheric vent ports between its air-side and oil-side labyrinth seals for safe separation of the conveying and oil chamber.
 - 5. Inlet and discharge ports shall be drilled and tapped for studs to allow solid connection of mating surfaces. Through bolting shall not be allowed. Flange style blower ports, which may be subject to loading, causing cylinder distortion, shall not be allowed.
 - 6. Bearing fits shall be precision machined to ensure accurate positioning of the rotors in the casing.
- D. Rotors:
 - 1. The rotors shall be precision machined out of a one piece casting made of EN GGG 50 material. Stub shafts or two-piece impellers shall not be allowed.
 - 2. The rotor assemblies shall be statically and dynamically balanced to ISO standard 1940/1- Q2.5 (turbine rotor). Modifications to the face of the rotors for balancing purposes are not acceptable.
 - 3. The rotors shall be a tri-lobe design in order to minimize pulsation and noise.
 - 4. The rotor must be solid or closed-end to prevent build-up of contaminants inside the rotor causing imbalance.
 - 5. Cored rotors must be closed using threaded iron plugs which are permanently fixed. Impeller end caps of stamped sheet metal shall not be allowed.
 - 6. The rotors shall have an integral sealing strip for improved efficiency.
 - 7. The rotors shall operate without rubbing, liquid seals or lubrication in the air chamber.
- E. Cover Plates:
 - 1. The gear-end and drive-end cover plates shall be high strength, close grained, cast iron made of EN GG 20 material. Aluminum cover plates shall not be allowed.
 - 2. The cover plates shall have a precision machined sealing face.
 - 3. The drive-end cover plate shall include at least two precision machined holes to allow for the use of fitting bolts to accurately align the opening for the input shaft seal.

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F. Timing Gears:

1. The rotor timing gears shall be precision machined and ground from alloy steel made from case hardened 16 MnCr5 material.
2. Each timing gear shall be straight cut and beveled to quality standard 5f 21, which will eliminate axial bearing loads and ensure long life as well as quiet operation. Helical gears, which cause axial loading, shall not be allowed.
3. Each timing gear shall be manufactured in accordance with:
 - a. DIN 3960, Specifications for Spur Gear Sets
 - b. DIN 3961 & DIN 3962, Tolerances for Spur Gear Mesh
 - c. DIN 3964, Specifications for Shaft Centering
4. The timing gear set shall be taper-mounted on the rotors. Keyed, hub mounted, taper-pinned, or splined shaft timing gear mounting designs are not acceptable.

G. Bearings:

1. All four rotor shaft support locations shall incorporate large, heavy-duty, full complement, cylindrical roller bearings with PEEK cages, designed with at least 5-times the dynamic capacity of ball bearings. Ball bearings shall not be allowed.
2. The bearing maximum speeds must be at least two times the maximum recommended blower speed.
3. The bearings minimum acceptable L10 design life shall be as follows;
 - a. At least 40,000 hours at blower's maximum rated speed and maximum rated differential pressure.
 - b. At least 100,000 hours at design conditions.

H. Lubrication:

1. Both the gear end and the drive end of the blowers shall be oil splash lubricated via a disc slinger for minimal maintenance and long service life. Grease lubricated bearings in the blower are not acceptable.
2. The lubrication design shall ensure adequate lubrication of the timing gears and bearings.
3. The drive-end and gear-end oil chambers must not be interconnected and each oil chamber shall have a domed design sight glass to allow visual inspection of oil level and oil condition, viewable from the front of the blower.
4. Blower to be factory filled with a synthetic lubricating fluid that is rated for the design conditions specified.

I. Rotor Seal Assembly:

1. Each rotor shall include one labyrinth seal assembly on each end, four assemblies in total per blower. Each seal assembly shall consist of the following;
 - a. Oil splash guard ring.
 - b. Shaft guide wear sleeve with vent holes located between the dual air and oil ring seals. Wear sleeve shall protect the blower casing.
 - c. Four piston ring type labyrinth seals made from heat treated GG/42CrMo4 material. Two seals located on the air side and two seals located on the oil side of the grooved rotor sleeve. The use of rubber lip seals shall not be allowed.
 - d. Grooved rotor sleeve which will protect the rotor shaft and be used to hold the four piston ring seals.

J. Input Shaft Seal Assembly: (Compak FBC and HBC series)

1. The input drive shaft seal shall be a sliding ring type mechanical seal that will prevent oil leakage from where the input shaft goes thru the drive end cover plate.
2. The mechanical seal assembly shall consist of the following;
 - a. Replaceable wear sleeve on the input drive shaft
 - b. Cover plate with a machined sealing surface
 - c. Mechanical sliding ring seal
3. The input shaft seal design must allow for the mechanical seal assembly to be replaced without removing the drive end cover plate.

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2.5 Motors:

A. Drive Motor:

1. Motor shall be designed, manufactured, and tested in accordance with the latest revised editions of NEMA MG-1, IEC, DIN, ISO, IEEE, ANSI, and AFBMMA standards as applicable and shall be capable of continuous operation.
2. Motor must meet or exceed Energy Independence and Security Act (EISA 2007) standards for NEMA Premium efficiency. It shall also be marked with a Department of Energy Certification Compliance Number to assure compliance.
3. Motor shall comply with Low Voltage Directive 2006/95/EC or equivalent and be UL listed.
4. Motor must be inverter rated with impulse peak resistance in accordance with IEC 60034-1:2010 or equivalent for operation with an IGBT frequency converter or equivalent.
5. Motor horsepower nameplate rating shall not be exceeded at the design discharge pressure when operating at 60hz.
6. The temperature rise of the motor windings shall not exceed IEC and NEMA standards when the motor is operated continuously at the rated horsepower, rated voltage, and frequency in ambient conditions at 104°F / 40°C.
7. Motor shall be suitable for Full Load/Direct On-line starting, Solid State Ramp starting, VFD, and/or Wye-Delta reduced current starting.
8. Motor to be supplied, mounted and aligned by the blower package manufacturer.
9. VFD controlled motor (=>100HP) shall have an isolated non drive end “B-side” bearing. Methods of shaft insulation by means of brushes and/or grounding rings are not acceptable.
10. Motor shall confirm to the following:
 - a. Motor voltage: 460v/ 3ph/ 60hz
 - b. Type: Squirrel cage induction
 - c. Speed: Single
 - d. Torque: Constant
 - e. Service factor: 1.15
 - f. Enclosure: TEFC
 - g. Mounting: Horizontal
 - h. Speed: up to 3,600 rpm @ 60 hz (maximum)
 - i. Design: A
 - j. Duty cycle: continuous (24 hours a day)
 - k. Winding insulation: F
 - l. Temperature rise: B
 - m. Thermal motor protection: Positive Temperature Coefficient (PTC) thermistors (one per winding) wired in series. The use of thermostats is not allowed
 - 1) Connection of the PTC thermistors to the control system and signal processing is not part of the blower manufacturer’s scope of supply.
 - n. Conduit box location: Top
 - o. Wiring Connection: Terminal strip inside conduit box. Use of wire nuts for connection of motor wiring to power source shall not be allowed.
 - p. Bearing L10 life: >40,000 hours
 - q. Bearing lubrication: Grease
 - r. Bearing type:
 - 1) \leq 40HP: Permanently greased
 - 2) \geq 50HP: Regreaseable,
 - a) Lubrication fittings must be located towards the front of the blower package so that both bearings can be safely lubricated while the blower package is running.
 - b) Grease drain holes to be closed for protection of the environment. A spent grease cavity in the bearing cover should be large enough to hold spent grease required for 40,000 operating hours.
 - s. Bearing design: Cantilever forces (belt drive)
 - t. Condensation winding 110v heater: No

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11. Motor shall be as manufactured by Siemens.
12. Connection and control of the drive motor to the control system is not part of the blower manufacturer's scope of supply

B. Sound enclosure ventilation fan motor:

1. Motor voltage: reference Performance data – Power supply voltage
2. Motor shall be UL listed
3. Motor starter/ overload protection is the responsibility of the control system provider.
4. The fan motor should turn "on" when the main motor starts and turn "off" 10 minutes after the main motor stops. Controlling the fan motor via a thermostat shall not be allowed.
5. Connection and control of the fan motor to the control system is not part of the blower manufacturer's scope of supply.

2.6 Blower Package

A. Drive:

1. The blower shall be driven by the drive motor through a V-belt drive assembly designed to meet the blower conditions specified with a 1.2 or larger service factor.
 - a. V-belts shall have a XPZ/XPB profile with embedded low-stretch polyester tension cords. The v-belts shall be designed for high rotational speeds and be heat and oil resistance. Ribbed, banded, or multi groove belts shall not be allowed.
 - b. Sheaves shall have a SPZ/SPB profile and be balanced to G16 for below 30m/s and G6.3 for sheaves above 30m/s.
 - c. Keyed taper bushing shall be used for easy installation and removal. QD type bushings shall not be allowed.
2. The blower drive must have a fully enclosed guard which protects the operator when the blower package enclosure is open while in operation.
 - a. Belt guard shall be OSHA approved.
 - b. The belt guard made from the manufacturer's standard sheet metal, shall be designed to duct the cooling air flow from the drive motor fan across the front of the blower to supplement blower input shaft seal cooling.
 - c. The mounting fasteners for the belt guard shall be retained on the housing to prevent loss during maintenance.
3. Belt tension shall be accomplished by the use of a motor swing base and automatic tensioning assembly.
 - a. The drive motor shall be mounted on a pivoting swing base with an axial adjustment for proper alignment of the v-belts. The weight of the drive motor shall provide the primary belt tension. The use of a sliding motor mount shall not be allowed.
 - b. 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. It shall include a visual indication showing whether or not the v-belt tension is within the correct belt tension range.
 - c. Adjustment of the tensioning assembly shall be accomplished without removal of the guard or loosening of the motor mounting bolts.
 - d. The design of the swing base with tensioning assembly shall prevent the swing base from falling and creating a personnel hazard in the event of a belt failure. The tensioning assembly adjusting nut shall raise the motor swing base facilitating v-belt changes without the use of pry bars or jacks.

B. Inlet Silencer:

1. An inlet silencer designed for the frequency range of the blower, shall be provided to reduce the noise of the blower package as specified.
 - a. The inlet silencer shall be of carbon steel construction and be of the wear-free absorptive type, directly connection to the inlet port of the blower, and shall be mounted horizontally.
 - b. The inlet silencer shall be lined with replaceable polyether absorptive material.

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- c. The inlet silencer shall have an integral filter designed to protect the blower from particulates. It shall be located between the absorptive material and the blower inlet.
 - 1) The filter element shall be a washable and reusable polyester element for minimal pressure drop.
 - 2) The filter efficiency shall meet ASHRAE 52.2 MERV7 50-70%% @ 3-10 microns corresponding to EN779 G4.
 - 3) The filter element integral to the silencer shall be supplied no matter if the inlet configuration of the silencer is ambient or piped. If required on piped inlet configuration, any additional filtration or screening at the inlet location of the piped inlet air source is not the responsibility of the blower manufacturer.
 - 4) Filter element shall be removable without disconnecting the inlet duct.
 - d. The filter maintenance cover and element must be removable by hand (without the use of tools).
 - e. The pressure loss thru the inlet silencer assembly shall be accounted for in the motor horsepower selection of the blower package.
- C. Base frame with integrated discharge silencer:
- 1. The blower base frame with integrated discharge silencer shall be designed for the frequency range of the blower, shall be provided to reduce the noise of the blower package as specified.
 - a. The blower base frame shall be of formed steel construction and designed for horizontal mounting of blower with vertical air flow. Flange-mounting only of the bare blower to the blower base frame shall not be allowed, additional support by use of the base frame shall be required; preventing the loading of the blower casing and discharge silencer shell.
 - b. The blower base shall incorporate the pivoting motor swing base and tensioning assembly to insure proper alignment of the drive assembly.
 - c. The discharge silencer shall be an integral part of the base frame.
 - d. The discharge silencer type shall be a combination of absorption, reflection and diffusion.
 - 1) The design of the discharge silencer shall incorporate a solid outer and perforated inner cylinder with absorptive material in between the cylinders.
 - a) Absorptive material shall be long, flexible, knotted polyester fibers to allow for lowering the noise and heat emissions inside the sound enclosure. The use of mineral wool shall not be allowed.
 - 2) The discharge silencer shall have connections ports for pressure relief, discharge pressure, and discharge temperature. Unused ports shall be capped or plugged.
 - e. The pressure loss thru the discharge silencer assembly shall be accounted for in the motor horsepower selection of the blower package.
- D. Blower Sound Enclosure:
- 1. A sound enclosure shall be provided which fully covers the blower, motor, drive assembly, inlet silencer, blower base frame with integrated discharge silencer, and be shipped fully assembled.
 - a. The sound enclosure shall be the product of the blower manufacturer to insure proper integration of blower package components.
 - b. The sound enclosure shall meet the sound level specified.
 - c. The sound enclosure acoustic material shall comply to FMVSS 302 with a burning rate B or lower than 100 mm/min.
 - d. The sound enclosure assembly shall be of self-supporting bolted steel panel construction on a fabricated steel skid.
 - 1) All maintenance removable panels or doors shall be located in the front of the sound enclosure and must have a slotted key lock. A door key shall be provided. All maintenance panels shall meet OSHA weight requirements.
 - 2) The enclosure base shall be designed to enclose the full bottom of the sound enclosure and include fork lift guides for easy transportation and installation.
 - e. The sound enclosure ventilation cooling air circuit shall be separate from the process air circuit. Mixing of the two air circuits within the enclosure shall not be allowed.

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- f. The sound enclosure shall have a set of inlet louvers positioned on the blower-side of the enclosure to allow for the flow of ambient cooling air across the blower oil sumps.
- g. A screened inlet louver shall be located on the back of the enclosure and designed to provide a laminar flow of ambient cooling air across the blower drive motor.
- h. The sound enclosure ventilation air exhaust and the ventilation fan shall be located at the top of the sound enclosure.
 - 1) The ventilation fan shall be sized to provide adequate cooling of the blower package at all blower speeds.
 - 2) The ventilation fan voltage shall be as specified and run concurrent with the main motor. The ventilation fan shall not be controlled by a thermostat.
- i. The back of the sound enclosure shall have predrilled holes with grommets for easy pass-thru of electrical wiring.
- j. When installed outdoor, reference Blower Package Configuration Part 2.3. An outdoor stainless steel weather hood shall be installed on top of the enclosure to protect the unit from the elements. The weather hood shall be designed to allow access to the sound enclosure and panel mounted instruments.

E. Blower Package Accessories:

- 1. Pressure Relief Valve
 - a. The relief valve(s) shall be factory installed within sound enclosure. Relief valve may not be shipped loose for field installation in the discharge piping.
 - b. The relief valve(s) shall be spring type and must be sized for 100% of the design flow specified. Weighted relief valves shall not be used.
 - c. The relief valve(s) shall be set to protect the blower from excessive differential pressure based on the design conditions specified. A seal shall be affixed that must be broken if set point is changed.
 - d. The relief valve(s) exhaust shall be vented out of the sound enclosure. Exhaust vented into the sound enclosure shall not be allowed.
 - e. The relief valve shall be ASME Section IIIIV, UV, CE, and PED certified.
 - f. The relief valve shall be manufactured by Kunkle.
- 2. Check Valve
 - a. A check valve to prevent back flow through the blower shall be factory installed and not shipped loose for field installation in the discharge piping.
 - b. The check valve flapper shall be swing type made from a steel disc embedded in a high temperature silicone elastomer. The valve shall be designed so that, in the event of failure, the valve element is retained in the valve housing. Split disc or center hinged designs shall not be used.
 - c. The check valve capacity shall exceed the blower package's maximum discharge pressure and temperature.
- 3. Flexible Connector
 - a. An elastomeric compensator/flex connector shall be provided to isolate the connection of the blower package to the self-supporting system piping. Restraining rods shall not be used. Flex connectors located between the bare blower and silencers shall not be allowed.
 - b. The flexible connector capacity shall exceed the blower package's maximum discharge pressure and temperature.
 - c. Discharge connection
 - 1) 6" and larger connection, a ANSI/DIN flanged arch-type EPDM web reinforced connector shall be provided. (Compak EBC, FBC, and HBC series)
- 4. Blower instrumentation gauges
 - a. The following gauges shall be pre-piped and panel mounted on the front of the sound enclosure. Gauges shall not be shipped loose for field installation.
 - b. Discharge pressure gauge
 - 1) The discharge pressure gauge shall measure the pressure at the discharge of the blower.

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- 2) The discharge pressure gauge shall be dual unit (English – PSI / Metric – Bar) with a range of 0 – 23 psi (0 – 1.6 bar). Minimum dial diameter shall be 2 ½”, made with a stainless steel case and be glycerin filled for pulsation dampening.
 - c. Discharge temperature gauge with adjustable switch
 - 1) The discharge temperature gauge shall measure the temperature at the discharge of the blower package.
 - 2) The discharge temperature gauge shall be dual unit (English - °F / Metric - °C) with a range from 32 – 392°F (0 – 200°C) and include an adjustable set point dial. Minimal dial diameter shall be 2 ½”, made with a black plastic case and have a liquid filled measuring system that is converted by a Bourdon tube into a rotary movement of the pointer. The rotary movement of the pointer spindle shall operate a SPDT microswitch through a lever system. Voltage rating up 220v, 5amps.
 - 3) The high temperature set point shall be as recommended by the blower manufacturer.
 - 4) Connection of the switch to the control system is not part of the blower manufacturer’s scope of supply. The switch shall be wired to shut down the blower package when actuated.
 - d. Filter differential pressure gauge
 - 1) The filter differential pressure gauge shall measure the pressure difference from ambient to the back side of the filter that is integral to the blower package’s inlet silencer. When the filter starts to become dirty, the resistance shall be shown on a resettable red dial indicating when the filter shall be changed.
 5. Oil Drains
 - a. An oil drain from the blower drive-end and gear-end lubricating oil sumps shall be separately piped to the front of the blower base with flexible tubing. Common fill and drain shall not be allowed.
 - b. Each oil drain shall include a drain valve installed for ease of maintenance. The drain valves shall be 90° stainless steel ball valves and include a fully retained gasketed threaded cap to prevent accidental discharge of the blower lubricant.
 6. Vibration isolators
 - a. Vibration isolators shall be provided between the base frame with integrated discharge silencer and sound enclosure skid to prevent transmission of vibration to the foundation.
 - b. A ground wire shall be installed between the blower base and the sound enclosure base to allow for grounding of the complete blower package.
- F. Nameplates:
1. The blower package shall have at least two weather proof adhesive type nameplates which includes the manufacturer name, phone number, model number, year, capacity, max end pressure, max pressure difference, blower speed, equipment number, part number, serial number, voltage, phase, HP, motor Hz/ rpm, and FLA attached on the outside and inside of the blower package.
- G. Anchor bolts and hardware:
1. Anchor bolts, washers, hex nuts, and all other fastening hardware shall be stainless steel and be supplied by the contractor.
- H. Paint Specification:
1. The blower manufacturer is responsible for surface preparation, priming and finish coating of the blower package and components requiring paint in accordance with the manufacture’s standard procedures. Field painting of blower equipment or supplying components that are only prime painted is not acceptable.
 - a. Cast parts are to be painted with a two part gray epoxy primer and two part top coat.
 - b. Fabricated parts are to be painted with a two part gray epoxy primer and two part top coat.
 - c. Sound enclosure parts are to be powder coated.
 - 1) Panels and base paint finish shall be pretreated by de-greasing and phosphate cleaning, then powder coated to a thickness of 70 µm -100 µm on both sides.
 2. The blower package to be painted the blower manufacturer’s standard colors.

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Part 3 - Control Panel

3.1 Control Panel to be provided as part of the Blower Package Bid. Control panel shall include as a minimum the following items:

- A) BLOWER CONTROL PANEL 75HP/460V/3PH/60HZ/125FLA
 - 1. ENCLOSURE NEMA 4X 316 STAINLESS STEEL FREE-STANDING
 - 2. MAIN CIRCUIT BREAKER
 - 3. MAIN POWER DISTRIBUTION BLOCK
 - 4. SURGE SUPPRESSOR
 - 5. MCP CIRCUIT BREAKERS
 - 6. CONTROL CIRCUIT BREAKERS
 - 7. FVNR NEMA STARTERS 75HP/480V/3PH (BLOWERS) QTY: (4)
 - 8. FVNR NEMA STARTERS 0.5HP/480V/3PH (FANS) QTY: (4)
 - 9. BI-METALLIC OVERLOADS
 - 10. OVERLOAD RESET PUSHBUTTON
 - 11. ALTERNATOR
 - 12. PHASE MONITOR
 - 13. ELAPSED TIME METERS QTY: (4)
 - 14. OPERATOR INTERFACE DEVICES (SELECTOR SWITCHES, PUSHBUTTONS, PPT PILOT LIGHTS)
 - 15. CONTROL RELAYS AND TIMERS
 - 16. CYCLE TIMER
 - 17. 24/7 CONTROL TIMER QTY: (4)
 - 18. PTC THERMISTOR RELAYS
 - 19. FUSES & FUSE HOLDERS
 - 20. TERMINAL BLOCKS & ACCESSORIES
 - 21. GROUND LUGS
 - 22. GFI RECEPTACLE
 - 23. CONTROL TRANSFORMER 480V/120V
 - 24. CONTROL TRANSFORMER 120V/24V
 - 25. NAME PLATES

3.2 Overview

- A. Control panel shall provide capabilities to control each of the 4 blowers individually. Each blower shall have a separate 24-hour timer.
- B. Blowers and control panel will be provided backup power from on-site generator.
- C. Control System and blowers shall be provided by one supplier who shall have responsibility for the compatibility and performance of the two systems.
- D. The proper installation supervision and operator training of the complete control system shall be the responsibility of the Vendor or control manufacturer.
- F. Provide Uninterruptable Power Supply of sufficient size to allow operation of Control system CCU for 10 minutes upon interruption of power.

3.3 Spare Parts

- A. One Fuse of each type and rating used
- B. Four replacement lamps for pilot lights.

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Part 4 – Execution

4.1 Installation

- A. The blower package shall be handled and installed in accordance with the manufacturer's recommendations and instructions as shown in the location on the drawings.
- B. The blower package shall arrive on site ready for installation. Aligning, adjusting and filling the blower with lubrication shall not be required by the contractor.

4.2 Field Quality Control

- A. Furnish the services of a manufacturer's authorized representative for proper installation to inspect and approve the installation, and to supervise a test run of the blower package.
- B. After the installation and test run has been completed; the blower package shall be given a field test in the presence of the Engineer to verify that operation is satisfactory and in compliance with the Specification. If the blower package does not meet the Specification, corrective measures shall be taken or the package shall be removed and replaced with a package which satisfies the conditions of the Specifications.

4.3 Training

- A. Furnish the services of a manufacturer's authorized representative, who will instruct plant personnel in the operation and maintenance of the blower package. All procedures shall be covered including preventive maintenance, method of controlling the blower package and troubleshooting.

Part 5 – Substitution

5.1 Substitution of Equivalent products

- A. Alternate manufactures equipment will be welcomed so long as the alternate equipment meets or exceeds all design criteria provided in previous portions of this document.
- B. The blower package shall be designed to operate in conditions typically experienced in Florida without any excessive maintenance or considerations. Equipment shall be designed to be reliably operated with the sound enclosure in hot environments.