

RESOLUTION NO. 2023 - 147

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE AWARD OF BID NO. 23-33R; CR 208 WATER BOOSTER PUMP STATION – CONSTRUCTION OF FACILITY TO PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC., AS THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER, AND EXECUTION OF A CONTRACT FOR COMPLETION OF THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS.

RECITALS

WHEREAS, the Utility Department has budgeted for the construction of a new facility for the CR 208 Water Booster Pump Station project. The work includes mobilization, site work, yard piping, booster pump station facility, all concrete pads and equipment installation, start-up and testing, and permitting. The Contractor will be responsible for coordinating with the electrical and tank contractors in accordance with Bid No. 23-33R; and

WHEREAS, through the County’s formal Bid process, Petticoat-Schmitt Civil Contractors, Inc., submitted the lowest, responsive, responsible Bid at a price of \$3,239,000.00; and

WHEREAS, the County has finds that entering into a contract for completion of the work serves a public purpose; and

WHEREAS, the project will be funded by the County Utility System Connections Fees - Capital Projects.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. Bid No. 23-33R; CR 208 Water Booster Pump Station – Construction of Facility is hereby approved for award to Petticoat-Schmitt Civil Contractors, Inc., as the lowest, responsive, responsible Bidder.

Section 3. Upon Board approval, a Contract shall be executed with Petticoat-Schmitt Civil Contractors, Inc. for completion of the Work as specifically provided in Bid No: 23-33R.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 2nd day of may, 2023.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

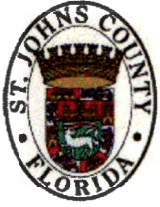
By: Christian Whitenurst
Christian Whitenurst, Chair

ATTEST: Brandon J. Patty,
Clerk of Circuit Court & Comptroller

By: Crystal Smith
Deputy Clerk

Rendition Date MAY 02 2023





MASTER CONSTRUCTION AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

Master Construction Agreement No: 23-MCA-PET-17991

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This Master Construction Agreement (“Contract”) is made this _____ day of _____, 2022 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **Petticoat-Schmitt Civil Contractors** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 6380 Philips Highway., Jacksonville, FL 32216, Phone: (904) 751-0888, and E-mail: latwell@petticoatschmitt.com, for **23-33R CR 208 WATER BOOSTER PUMP STATION – CONSTRUCTION OF FACILITY** hereinafter referred to as the “Project”. When referenced together, the County and Contractor shall collectively be referred to as the Parties.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the collective documents which form the Contract, and shall govern completion of the Work. The Contract Documents hereby include the following:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) Field Orders signed by County’s Project Manager;
- c) Notice to Proceed;
- d) This Master Construction Agreement and all Exhibits and/or Attachments hereto:
 - i. EXHIBIT A - Project Technical Specifications
 - ii. EXHIBIT B - Construction Plans
- e) Bonds and Insurance furnished by the Contractor
- f) Bid Documents and Bid Forms with all addenda thereto for Bid No. 23-33R

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s submitted Bid or invoices shall be binding upon County or become part of the Contract Documents. In the event of discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, Specifications shall govern over Drawings, electronic documents shall govern over hard-copy documents, numerical dimensions shall govern over dimensions acquired by scaling, and fully executed documents shall govern over unsigned drafts.

1.1.3 Shop Drawings, Product Data, Samples and similar submittals (hereafter “Submittals”) are not Contract Documents. The County will review and take action upon Contractor’s submitted Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor.

1.1.4 All Submittals (whether in hard or soft copy) prepared by or on behalf of Contractor in the course of the Work shall be the exclusive property of the County. Ownership of any proprietary information or intellectual property contained in such Submittals shall remain with Contractor. Contractor grants the County a perpetual, royalty-free, license to use, copy and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the County’s internal business purposes including without limitation tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing and/or upgrading the Work. Such license shall be capable of transfer and/or sub-licensing in whole or part without notice to or further consent of Contractor. Contractor shall not be held liable for reuse of Contractor’s Submittals by the County for purposes other than originally intended as stated in the Contract Documents.

1.1.5 Contractor is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give immediate written notice to the Project Manager and the County of any inconsistency, ambiguity, error or omission which Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the County or the Project Manager of the Contract Documents or Submittals shall not relieve any such approval by evidence of Contractor’s compliance with the Contract. The County has requested the Project

Manager to provide to Contractor documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that Contractor has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.1.6 Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the Contractor and the County. Should Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the County's Project Manager, in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the Contractor within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The County's Project Manager shall render a determination concerning such interpretation or clarification, which shall be considered final and conclusive unless Contractor files a written protest within fourteen (14) calendar days of receipt thereof. Contractor's protest shall be submitted to the Assistant Director of Purchasing & Contracts, and shall state clearly and in detail the basis thereof. Failure by the Contractor to protest the County Project Manager's rendered determination within the timeframe above, shall constitute a waiver by the Contractor of all its rights to further protest, judicial, or otherwise. The Assistant Director of Purchasing & Contracts shall consider the Contractor's protest and shall render a decision thereon, in writing, within ten (10) calendar days. If Contractor does not agree with the determination of the Assistant Director of Purchasing & Contracts, the Contractor shall deliver written notice to that effect to the County within three (3) business days of receipt of the determination by the Assistant Director of Purchasing & Contracts.

1.1.7 Unless otherwise directed in writing, Contractor shall at all times carry on with the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any Contract Document dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligation to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.1.8 Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or its subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

1.2 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as provided herein. Terms defined herein for specific application to this Contract shall govern over definition of terms provided in the St. Johns County Purchasing Policy.

1.2.1 Acceptance of the Work: Written acceptance of the Work by the County and the County's Project Manager.

1.2.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.

1.2.3 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.4 Contract Price: The sum set forth in Article IV of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

- 1.2.5 Contract Time: The number of calendar days between commencement and completion of the Work, established in paragraph 3.1.1 of this Contract, as may be amended by Change Order.
- 1.2.6 Design: Those design services related to the Project prepared by the County or the County's consultants or other representatives, which shall, as may be required, be included in Contractor's Work.
- 1.2.7 Drawings: The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, general notes, schedules and diagrams.
- 1.2.8 Final Completion: Completion of all Work in compliance with the Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.
- 1.2.9 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the Contractor and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.
- 1.2.10 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.
- 1.2.11 Notice to Proceed: A written notice given by the County to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Substantial Completion and Final Completion dates.
- 1.2.12 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.
- 1.2.13 Project: The total undertaking to be accomplished for County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
- 1.2.14 Project Manager: The County's representative assigned to the Project, or any part thereof, to observe the Work and perform certain other obligations of the County as defined in Article VI below.
- 1.2.15 Shop Drawings: Drawings, diagrams, schedules, and other data specially issued for the Work by Contractor or a Subcontractor, Sub-subcontractor, and material suppliers to illustrate some portion of the Work.
- 1.2.16 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.
- 1.2.17 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.
- 1.2.18 Substantial Completion: The stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract so that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.
- 1.2.19 Work: Construction and services required by the Contract Documents, including all labor, materials, equipment and services as well as other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract. The Work may constitute the whole or part of the Project.

1.3 Ownership of Contract Documents

Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or Contractor's subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

ARTICLE II THE WORK

2.1 Project Description

The work includes mobilization, site work, yard piping, booster pump station facility, all concrete pads and equipment installation, start-up and testing, and permitting. All work is to be performed in accordance with the specifications and plans provided within the solicitation. The Contractor will be responsible for coordinating with the electrical and tank Contractors. All work is to be performed in accordance with the specifications and plans provided within the solicitation.

2.2 Labor and Materials

2.2.1 Contractor shall perform all of the Work required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, construction equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

2.2.2 Contractor shall use only competent and skilled personnel to perform and supervise the Work and shall remove from such Work any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Work, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Contractor's sole expense.

2.2.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.2.4 In addition, when the Work requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Work. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

2.3 Project Sequencing/Arrangement

Contractor shall not be limited in the sequencing or staging of the Work except to the extent that the Contract Documents impose limitations. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization/arrangement of the Drawings or Design, shall control Contractor in dividing the Work or in establishing the extent or scope of Work to be performed by Subcontractors.

2.4 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 12, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to achieve Substantial Completion and Final Completion in accordance with the Contract Documents.

2.5 Cleaning the Jobsite

Contractor shall keep the Jobsite neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris from the Jobsite as they accumulate. Upon Final Completion of the Work, Contractor shall remove all waste, rubbish and construction debris from and about the Jobsite as well as all tools, appliances, construction equipment, temporary utilities, temporary construction and machinery and surplus materials. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

2.6 Reporting Requirements

2.6.1 Daily Record. The Contractor shall keep a daily record of the Work at the Jobsite. At a minimum the Daily Record shall include weather conditions, number of workers (by trade) on the Jobsite, and material/equipment deliveries. Daily Records shall be submitted by close of business the following day.

2.6.2 Monthly Report. The Contractor shall prepare and submit a written monthly report by the tenth day of each calendar month. Monthly reports shall at a minimum describe Work completed in the prior month, planned Work for the current month, detailed explanations of any activity that is behind schedule, corrective actions taken to recover schedule, safety and environmental incidents and corrective actions taken.

2.7 Title and Risk of Loss

Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Work or the Project shall pass to the County no later than time of payment. Such transferred title shall in each case be good, free and clear of any and all security interests, liens or other encumbrances. Contractor shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Substantial Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the County nor does it relieve Contractor from the responsibility for any loss or damage to items.

2.8 Access to Work

The County and the Project Manager, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Work through Final Completion. Contractor shall take whatever steps necessary to provide such access when requested.

2.9 Utilities

Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Work as required by the Contract Documents. If the scope of Work requires, Contractor shall arrange for activating permanent power, water, and sanitary service to the Project prior to Substantial Completion. This includes legal sketches and descriptions for easement as well as record drawings requirements required by utility companies. The County will assume permanent utility costs at Substantial Completion.

2.10 Existing Utility Lines

2.10.1 When existing Utility Lines (e.g. conduits, pipelines, transmission mains and utility equipment and appurtenances) shown on the Drawings are to be removed or relocated, Contractor shall notify the Project Manager in ample time (but in no event less than five (5) business days) for taking measures for prevention of the interruption of any required services prior to the beginning of operations. Locations of existing utility lines shown on the Drawings are based on the best information available to the Project Manager, but shall not be considered exact either as to location or number of such lines.

2.10.2 Contractor shall protect Utility Lines constructed under terms of the Contract and those discovered or shown on Drawings to be existing. In the event that Contractor damages any existing Utility Lines, shown or not shown on the Drawings, Contractor shall immediately notify the Project Manager. Damage occurring to existing Utility Lines due to Contractor's failure to exercise reasonable care shall be repaired or replaced at no cost to the County.

2.11 Taxes

2.11.1 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use County's tax-exempt status unless specifically authorized in writing in advance.

2.11.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Contractor shall provide County a copy of Contractor's current Form W-8ECI prior to issuance of any invoice or payment under this Contract. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due to the Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to

Contractor, and Contractor releases and holds the County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

2.12 Publicity and Advertising

2.12.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract, the Work or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.12.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

2.13 County Furnished Items

2.13.1 The County shall furnish to Contractor, at the time of executing this Contract, written and tangible material concerning conditions below ground at the Jobsite. Such written and tangible material is furnished to Contractor only in order to make disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project's Jobsite.

2.13.2 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for construction.

2.13.3 Subject to Paragraph 1.6 above, the County shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor.

ARTICLE III CONTRACT TIME

3.1 Contract Time

3.1.1 Contractor shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall substantially complete all Work within **four hundred eighty (480)** consecutive calendar days as may be extended pursuant to Paragraph 8.2 of this Contract. Final Completion shall be reached within **thirty (30)** consecutive calendar days after Substantial Completion.

3.1.2 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information, Contractor's schedule for completing the Work. Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Work. By way of illustration and not exclusion, Contractor's schedule shall: (1) contain sufficient activities to assure adequate planning for the Work, (2) include approved changes to the Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraph 3.1.1 above, Contractor shall submit a request for additional time, in accordance with procedures as provided in Paragraph 8.2 below. Failure by Contractor to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

3.3 Substantial Completion

3.3.1 When Contractor considers the Work is substantially complete, Contractor shall notify the Project Manager in writing and submit a comprehensive list of incomplete items to be completed or corrected prior to Final Completion. The Project Manager will promptly inspect the Work following receipt of Contractor's notice and attached list of incomplete items. The Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Contractor's list is not complete.

3.3.2 To the extent applicable to Contractor's specific Work scope, the following items shall be completed prior to Contractor's request for a Substantial Completion inspection.

- a) All general construction completed.
- b) Project Jobsite cleared of Contractor's excess equipment, storage shacks, trailers, and/or building supplies.
- c) Project record Drawings and Specifications submitted in accordance with the Contract Documents.
- d) Preliminary as-built drawings submitted.
- e) All applicable permits required for use provided.
- g) All operations and maintenance manuals, training literature, and software for all equipment provided.
- h) Manufacturers' certifications and warranties provided.
- i) All required spare parts and special tools provided.

3.3.3 If Substantial Completion is not obtained at the inspection called by Contractor, for reasons which are the fault of Contractor, the cost of any subsequent inspections requested by Contractor for the purpose of determining Substantial Completion shall be the responsibility of Contractor and shall be assessed against the final payment application.

3.3.4 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act. Unless otherwise mutually agreed, the punch list items shall be corrected by Contractor within thirty (30) calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of Contractor to complete the Work pursuant to this Contract.

3.4 Final Inspection

When all the Work is finally complete and Contractor is ready for a final inspection, Contractor shall provide written notice to the County and the Project Manager. The Project Manager, with Contractor's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the County that the Work, or identified portion of the Work, conforms to all requirements of the Contract Documents. If the Project Manager determines that the Work or any part of the Work is not complete or fails to conform to the Contract Document requirements, Contractor will be notified in writing of deficiencies. After correcting all deficiencies Contractor shall again initiate the procedures for final inspection as set forth above. The Project Manager will issue a Final Certificate for Payment following satisfactory inspection of the Work provided Contractor has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

3.5 Liquidated Damages

3.5.1 Execution of this Contract by Contractor shall constitute Contractor's acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.3.2 below for each and every calendar day during which completion of the Work required is delayed beyond Final Completion. Contractor and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

3.5.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due the sum of **\$1,500.00** per day for each and every calendar day of unexcused delay "Liquidated Damages". The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages are without prejudice to the County's rights of termination and Contractor's obligation to complete the Work.

3.5.3 Should Contractor fall behind the approved Work schedule; the County reserves the right to deduct Liquidated Damages based on an estimated period of late completion. The County need not wait until completion of Work to withhold Liquidated Damages from Contractor's progress payments.

3.6 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in

connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 This Contract is a LUMP SUM Contract. As compensation for satisfactory performance of the Work, the County shall compensate, and Contractor shall accept, as full and complete compensation for all the Work required herein a total Lump Sum price of **Three Million Two Hundred Thirty-Nine Thousand dollars and Zero Cents (\$3,239,000.00)**, the “Contract Price”. The cost of any item of Work not covered by a specific Lump Sum shall be included in the Lump Sum price to which the item is most applicable.

4.1.2 If required by the County, Contractor shall have included unit prices in the base Lump Sum. Such unit prices shall apply to revisions to the Work as directed by the County in accordance with Article IX. Unit prices are “all-inclusive”, including labor, material, supervision, tools, equipment, insurance, taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other things necessary. Unit prices are fixed for the duration of the Contract and are not subject to escalation for any cause.

4.2 Schedule of Values

4.2.1 Prior to the commencement of Work, Contractor shall submit to the County and to the Project Manager a Schedule of Values allocating the Contract Price to the various portions of the Work. Contractor’s Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the County may require to substantiate its accuracy. Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by Contractor shall constitute a material breach of this Contract.

4.2.2 Upon approval by the County the Schedule of Values shall be used as a basis for Contractor’s Application for Payment. The total of all payments in the Schedule of Values must at all times be equal to the Contract Price. No progress payment shall be made to Contractor until an acceptable Schedule of Values is submitted.

4.2.3 General conditions costs may be considered as a line item for the following items (break down required) (collectively the following shall be known as the General Conditions Costs):

- a) Contractor’s field office personnel (full-time on-site)
- b) Construction office and storage facilities
- c) Utilities required to sustain field office and sanitary facilities
- d) Electrical power and water for construction
- e) Bonds and Insurance

4.2.4 Progress payments for general conditions costs will be based on the percentage of Work completed to date, except bonds and insurance which may be requested in full. Separate payments for Shop Drawings and deposits for materials will not be allowed.

4.3 Measurement and Payment

4.3.1 Contractor shall make all surveys necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the Project Manager upon request. Contractor shall notify the Project Manager prior to the time such surveys are made. The Project Manager may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.3.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, nor be a waiver by the County of any of the terms contained herein.

4.4 Progress Payments

4.4.1 Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered the following documents. The County will not make any payment to Contractor until Contractor has complied with these requirements.

- a) Schedule of Values
- b) Project Schedule
- c) Certified copy of recorded bond
- d) Insurance Certificates

4.4.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Such Application for Payment shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The Project Manager will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the Project Manager's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

4.4.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County's Project staff, Contractor may demand in writing a meeting with and review by the County's Assistant Director of Purchasing and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Assistant Director of Purchasing and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

4.4.4 The County may withhold from each progress payment made to Contractor an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the County. The County shall make prompt payment to Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the County or Contractor.

4.4.5 Contractor warrants and guarantees that title to Work, materials, and equipment covered in any Application for Payment, whether incorporated in the Project or not, shall pass to the County no later than the time of payment and shall be free and clear of liens, claims, security interests or other encumbrances.

4.5 Application for Payment

4.5.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed during the Project. Contractor shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager. Each Application for Payment shall clearly include:

- a) Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Work, in accordance with Contractor's Schedule of Values;
- f) Original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

The County may require any other information from Contractor that the County deems necessary to verify Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.5.2 Delivered, stored or stockpiled materials may be included in an Application for Payment provided Contractor meets the following conditions:

- a) Materials are suitably and securely stored at the Jobsite or a bonded warehouse (acceptable to the County);
- b) An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Project by name; and
- c) The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.

Payments for such materials shall be at the sole discretion of the Project Manager, shall be based only upon the actual cost of the materials to Contractor, and shall not include any overhead or profit to Contractor.

4.5.3 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.5.4 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.5.5 No progress payment, nor any use or occupancy of the Project by the County, shall be interpreted to constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.5.6 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

4.6 Withheld Payment

4.6.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 11.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.6.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due

Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

4.7 Final Payment

4.7.1 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice provided the following has been completed or submitted with such final invoice:

- a) Complete all items applicable to the Work identified in Paragraph 3.3.2;
- b) Complete all Work listed on the punch list prepared in accordance with Paragraph 3.3.4;
- c) Consent of Surety for final payment and/or retainage;
- d) Final Waiver and Release of Claim signed by Contractor;
- e) Submittal of final corrected as-built (record) Drawings;
- f) Settlement of Liquidated Damages, as applicable; and
- g) Settlement of liens and Claims, if any.

4.7.2 Acceptance of Final Payment shall constitute a waiver of all Claims against the County by Contractor except for those Claims previously made in writing against the County by Contractor, pending at the time of Final Payment, and identified in writing by Contractor as unsettled at the time of its request for Final Payment.

4.7.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Project Manager and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of Contractor.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

5.2 Authorized Representative

5.2.1 Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor (“Authorized Representative”). Absent such written designation, Contractor’s Jobsite superintendent shall be deemed Contractor’s Authorized Representative and s/he shall be authorized to receive and accept any and all communications from the County or the County’s Project Manager. All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 13.18 titled “Written Notice”.

5.2.2 At all times while performing the Work and Warranty Work, Contractor shall have one or more Authorized Representatives present on the Jobsite. Such Authorized Representative shall be capable to effectively communicate with the County or the County’s Project Manager, execute and enforce applicable Contract Documents and address Jobsite safety and environmental requirements.

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety construction equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety construction equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, Project plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor’s subcontractors and suppliers of any tier, with respect to the Work.

5.3.3 Stop Work Authority. Notwithstanding the foregoing, the County reserves the right to direct Contractor to stop Work and correct an unsafe condition at any time that any person present at the Jobsite identifies any unsafe condition or action. For this purpose only, any person at the Jobsite is authorized to act on behalf of the County.

5.3.4 Safety Representative. Prior to commencing Work, Contractor shall designate in writing a member(s) of its Jobsite construction team as its Safety Representative. Such Safety Representative shall be acceptable to the County and shall have responsibility for implementing all safety procedures, including OSHA, responsibility for the prevention of accidents, authority for monitoring safety of the Work, authority to correct unsafe conditions or acts by its employees or Subcontractors, the ability to oversee compliance with and address environmental requirements, and coordinate with other on-site contractors and subcontractors on safety and environmental matters required for the Work. In the absence of the required written designation, this person shall be Contractor’s Superintendent.

5.3.5 Safety Reporting Requirements. Contractor shall maintain accident and injury records as required by Applicable Law. Such records will be made available to the County upon request. Contractor shall immediately report to the County any death, injury or damage to property incurred or caused by Contractor’s employees and employees of Contractor’s subcontractors and suppliers of any tier.

5.3.6 Drug Free Workplace. By signing this Contract, Contractor agrees to maintain a healthy and productive workforce and safe working conditions thru compliance with the Drug-Free Workplace Act (Chapter 112, Florida State Statutes). Contractor’s personnel shall not possess, use, manufacture, distribute or be under the influence of while on the Jobsite (or any other location where the provisions of this Contract applies) alcoholic beverages and/or illegal drugs or any other “Drug” as such term is defined in the Drug-Free Workplace Act.

5.3.7 Occupational Safety and Health Act (OSHA). Contractor warrants that all materials, equipment, services, etc., delivered or provided to the County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of this Contract. Contractor

further certifies that if material, equipment, service, etc., delivered or provided to the County is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by Contractor.

5.3.8 Toxic Substances/Federal Hazard Communication “Right to Know and Understand” Regulations

The Federal “Right to Know and Understand” Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, Contractor is required to provide completed Safety Data Sheets (SDS) for each hazardous substance provided to the County under this Contract. This includes hazardous substances that are not directly included in the Contract Documents, but are included in the goods or services provided by Contractor to the County. The SDS for each substance must be sent to the County’s Project Manager and must also be sent to:

St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Risk Management

In the event that hazardous material is improperly handled or stored by Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Contractor shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Contractor’s sole cost and expense. Further, Contractor shall indemnify and hold harmless the County from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. The indemnity provisions of this section shall survive the expiration or earlier termination of this Contract.

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

6.1.1 The County shall designate as its representative a Project Manager who shall be fully acquainted with the Project. The Project Manager shall be the County’s representative from the Effective Date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in this Article VI.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the Project Manager.

6.1.3 The Project Manager shall be the initial interpreter of the requirements of the Drawings and Specifications and the judge of the performance there under by Contractor. The Project Manager shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of Contractor.

6.1.4 The Project Manager shall review Contractor’s Applications for Payment and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor’s expense.

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Contractor’s submittals including but not limited to Shop Drawings, Product Data and Samples. Such review, acceptance or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

6.1.7 The Project Manager may authorize minor changes in the Work by field order as provided elsewhere herein. The Project Manager does not have authority to approve adjustments to the Contract Price or Contract Time. If at any time

Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice in accordance with the requirements of Article VIII.

6.1.8 The Project Manager shall, upon written request from Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

6.1.9 The Project Manager's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

6.2 Field Orders

The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or Contract Time and not inconsistent with the intent of this Contract. Such changes shall be affected by written field order and shall be binding upon Contractor. Contractor shall carry out such field orders promptly.

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

7.1.1 Contractor shall be responsible for all Work performed under the Contract Documents. All persons engaged in the Work of the Project are the responsibility and under the control of Contractor. Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by Contractor to act as a Subcontractor on the Project. The Project Manager shall promptly reply to Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

7.1.2 Contractor shall give personal attention to fulfillment of the Contract and shall keep the Work under Contractor's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the County, Contractor shall remove such Subcontractor immediately upon written request from the County, and the Subcontractor shall not again be employed on the Project. The County will not entertain requests to arbitrate disputes among Subcontractors or between Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

ARTICLE VIII CONTRACT DISPUTES/CLAIMS

8.1 Contract Claims

8.1.1 If any dispute between the County and Contractor arises under this Contract and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the Contractor and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.

8.1.1.1 The Senior Representative for the County shall be the Director, or designee, of the County's Public Works Department.

8.1.1.2 The Senior Representative for the Contractor shall be the supervisor of the Project Manager, or a principal of the Contractor.

8.1.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the Contractor shall submit a Contract Claim as provided herein.

8.1.3 Prior to filing a Contract Claim, Contractor shall first exhaust all remedies set forth in the Contract Documents. Claims arising from this Contract shall be filed with the Assistant Director of Purchasing & Contracts within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the Contractor is required to proceed with performance of the Work and maintain effective progress to complete the Work within the Contract Time set forth herein. The Contract Claim shall include, at a minimum,

the following:

- a) The name and address of the Contractor and any legal counsel; and
- b) The Contractor's address to which the County's rendered decisions shall be sent; and
- c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the Contractor deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contractor deems applicable to the Claim.

8.1.4 During the Assistant Director of Purchasing & Contracts' review of the Contract Claim, the Assistant Director of Purchasing & Contracts may request additional information from the project team of both parties. The parties must provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Claim without consideration of the requested information.

8.1.5 The Assistant Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Assistant Director of Purchasing & Contracts shall be sent to the Contractor at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

8.1.6 The decision for any Contract Claim by the Assistant Director of Purchasing & Contracts may be appealed by the Contractor to the County Administrator. Contractor must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Assistant Director of Purchasing & Contracts' decision. Failure by the Contractor to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Contractor takes legal action in Circuit Court.

ARTICLE IX CHANGES IN THE WORK

9.1 General

9.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price will be adjusted, in accordance with Sections 8.2 and 8.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

9.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Contractor's written notice must be furnished within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Project Manager and County. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.** Pending final resolution of any such claim request, Contractor shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Contractor is to be paid for such Work.

9.2 Changes in the Contract Time

9.2.1 The Contract Time will be extended by Change Order in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension is submitted in

accordance with Section 8.1.2 above.

9.2.2 If Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as a direct result of unusually adverse weather conditions not reasonably anticipated, or any other causes beyond Contractor's reasonable control and not attributable to Contractor or Contractor's Subcontractor's actions or failure to act, then the date for achieving Substantial Completion of the Work may be extended for such reasonable time as the Project Manager may determine. An extension of Contract Time shall be Contractor's sole and exclusive remedy for delay unless the delay is solely caused by fraud, bad faith or active interference on the part of the County or its representatives. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time.

9.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 8.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor's inability to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

9.2.4 Contractor shall, at no cost to the County, take all precautions necessary to secure the Project Jobsite from any damage that may be caused by all threatened storm events, regardless of whether the County has given notice of same. Compliance with any specific storm event precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle Contractor to additional Contract Time only and shall not give rise to a claim for a change in the Contract Price.

9.3 Changes in the Contract Price

9.3.1 In connection with any claim by Contractor against the County for compensation in excess of the Contract Price, any liability of the County for Contractor's costs shall be strictly limited to direct costs incurred by Contractor and shall in no event include indirect costs or consequential damages of Contractor.

9.3.2 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- a) By mutual acceptance of a lump sum increase or decrease in costs. Upon the Project Manager's request, Contractor shall furnish a detailed estimate of increased or decreased costs, together with cost breakdowns and other support data as the Project Manager may reasonably request.
- b) By Unit Prices stated in the Contract Documents, or subsequently agreed upon payment.
- c) By a manner or method mutually agreed by the County and Contractor.

9.3.3 If no mutual agreement occurs between the County and Contractor, then the change in the Contract Price, if any, shall than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, Contractor shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, unemployment insurance, fringe benefits required by a pre-existing Contract or by custom, and workers' compensation insurance, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes paid by Contractor that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Contractor's home office or other non-Jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the County, payments shall be made to Contractor based on the Project Manager's recommendation for payment.

9.3.4 Costs which will not be allowed or paid in Change Orders or other claims under this Contract include, but are not limited to, the costs of preparing or reviewing change request/claims or proposed Change Orders, change request/claim consulting costs; lost revenues; lost profits; lost income or earnings; interest cost of any type other than those mandated by statute; rescheduling costs; lost earnings; loss of other business; or the costs of Contractor representatives visiting the Jobsite or participating in meetings with the County. The County shall not be liable to Contractor for claims of third parties, including Subcontractors, unless and until liability of Contractor has been established therefore in a court of competent jurisdiction.

9.4 Acceptance of Change Orders

Contractor's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

9.5 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

9.6 Differing Site Conditions

If during the course of the Work, Contractor encounters (1) subsurface or concealed conditions at the Project's Jobsite that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project's Jobsite, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Assistant Director of Purchasing and Contracts for determination in accordance with the provisions of Paragraph 1.5. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to the Project Manager in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Project Manager as the date of Substantial Completion.**

The failure by Contractor to provide written notice as provided in this Paragraph 8.6 shall constitute a waiver by Contractor of any Claim arising out of or relating to such concealed or unknown condition.

ARTICLE X UNCOVERING WORK, STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK

10.1 Uncovering Work

10.1.1 No Work or portion of Work shall be covered until inspected by the County as required by the Contract Documents. If any of the Work is covered contrary to the request or direction of the County or the Project Manager or contrary to the requirements of the Contract Documents, Contractor shall, upon written request, uncover it for the Project Manager's inspection and subsequently cover the Work in accordance with the Contract Documents without adjustment to the Contract Time or Contract Price. The provisions and obligations set forth herein shall apply even if the County ultimately determines (after uncovering and inspection) that the underlying Work in question conforms to the requirements of the Contract Documents.

10.1.2 Should the County wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Contractor which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the County did not specifically request to observe prior to its being covered, Contractor shall uncover the applicable portion of the Work upon written request. If the County determines that the Work uncovered conforms to the requirements of the Contract Documents, then the County will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the County determines that the Work uncovered does not conform to the requirements of the Contract Documents, then Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Price.

10.2 Right to Stop Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County,

acting through the Project Manager, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

10.3 County May Accept Defective or Nonconforming Work

If the County chooses to accept defective or nonconforming Work, the County may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Work had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Work, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XI CONTRACT SUSPENSION AND TERMINATION

11.1 Suspension

The County may, by written notice, order Contractor to suspend, delay or interrupt Work, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Contractor may, upon ten (10) days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 8.3 above.

11.2 Termination

11.2.1 The County may by written notice to Contractor terminate the Work under this Contract in whole or in part at any time for the County's convenience or for the default of Contractor.

11.2.2 The County may terminate this Contract, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid to the Contractor may be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors. No amount shall be allowed for anticipated profit or unperformed work.

11.2.3 Contractor may terminate this Contract, for any reason up to sixty (60) calendar days written notice, provided that any outstanding Work is completed by Contractor, or Contractor's Subcontractors. Contractor further agrees to cooperate fully and assist the County, upon request, in order to complete any Work under this Project. In such event, the County shall compensate the Contractor as mutually agreed in writing for any such Work after termination.

11.2.4 The County may terminate this Contract, in whole or in part, for cause (or "default"). In the event of Contractor's default, the County shall issue a Notice of Default to the Contractor, articulating the items which the County finds to be in default of the requirements of this Agreement. Contractor shall have ten (10) calendar days from receipt of the Notice of Default to remedy deficiencies or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, and take over and prosecute the Work to completion. In such case, Contractor shall be liable to the County for all reasonable additional costs incurred by the County in completion of the Work.

11.2.5 Upon receipt of such termination notice Contractor shall immediately stop all Work and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the construction Site in a safe and secured condition. Contractor shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

11.2.6 Contractor shall not remove from the construction Jobsite any materials, equipment, plant or tools that have been

paid for by County pursuant to this Contract. Contractor hereby grants the County a free and unimpeded right of access to Contractor's facilities, which shall survive any termination of the Contract, for the purpose of permitting the County to take control of and remove any Work, including but not limited to any Work for which title has vested in the County.

11.2.7 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Work in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the County shall have the right, without prejudice to any other right or remedy, to take possession of the construction Jobsite and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

11.2.8 If the unpaid balance of the Contract Price less any liquidated damages due under this Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager's additional services and expenses made necessary thereby, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

11.2.9 If, after termination by the County for Contractor's default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 10.2.4 above.

ARTICLE XII WARRANTY AND INDEMNITY

12.1 Warranty

12.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

12.1.2 Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the County in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

12.1.3 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

12.1.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

12.1.5 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

12.1.6 Failure on the part of the County to reject defective, non-conforming or unauthorized Work shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Work or material by the County, or, after Final Completion, bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

12.1.7 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Work as a result of correcting defective, non-conforming or unauthorized Work.

12.1.8 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

12.2 Indemnity

12.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

12.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

12.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

12.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

12.2.5 Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

12.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

12.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

12.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

12.2.9 The indemnification provisions of this Section 11.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XIII INSURANCE AND BONDS

13.1 Contractor's Insurance Requirements

13.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

13.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

13.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XII.

13.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing Division

13.3 Workers Compensation

Contractor shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

13.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

13.5 Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

13.6 Additional Coverages

ONLY THE SUBSECTIONS CORRESPONDING TO ANY CHECKED BOX IN THIS PARAGRAPH 12.6 WILL APPLY TO THIS CONTRACT.

13.6.1 Professional Liability.

13.6.1.1 Contractor shall procure and maintain, during the life of this Contract, Professional Liability or Errors and

Omissions Insurance with minimum limits of \$1,000,000 with 10-year tail coverage starting upon Final Completion. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

13.6.1.2 In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

13.6.2 Builders Risk.

a. Contractor shall procure and maintain Builder's Risk ("all risk") insurance on a replacement cost basis. The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders.

13.6.2.2 The Builder's Risk policy shall identify the County as the sole loss payee. The policy shall name as insured the County, Contractor and its subcontractors of every tier. Each insured shall waive all rights of subrogation against each of the other insured to the extent that the loss is covered by the Builder's Risk Insurance. The Builder's Risk policy shall be primary and any self-insurance maintained by the County in not contributory. The Builder's Risk policy shall not include a co-insurance clause. This coverage shall not be lapsed or cancelled because of partial occupancy by the County prior to Final Completion of the Work.

13.6.2.3 The Builder's Risk insurance shall:

- a. insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal including demolition as may be reasonably necessary; and water damage (other than that caused by flood).
- b. cover, as insured property, at least the following: (i) the Work and all appurtenances, materials, supplies, fixtures, machinery, apparatus, equipment and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work including County furnished or assigned property; (ii) spare parts inventory required within the scope of the Contract; and (iii) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Jobsite, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
- c. extend to cover damage or loss to insured property (i) while in transit; and (ii) while in temporary storage at the Jobsite or in a storage location outside the Jobsite (but not including property stored at the premises of a manufacturer or supplier).
- d. include (i) performance/start-up and hot testing; (ii) soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs); and (iii) costs of funding or financing when a covered risk causes delay in completing the Work.

13.6.3 The Builder's Risk Insurance may have a deductible clause. Contractor shall be responsible for paying any and all deductible costs. Notwithstanding anything to the contrary set forth above, the deductible for coverage of all perils and causes of loss enumerated in subparagraph 12.6.2.3 above shall not exceed \$250,000.

13.7 Other Requirements

The required insurance limits identified in Sections 12.4, 12.5, and 12.6 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

13.8 Payment and Performance Bonds

Contractor shall execute, furnish the County with, and record in the public records of St. John's County, a Payment and Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida. In accordance with Section 255.05, F.S., the County may not make a payment to Contractor until Contractor has provided the County a certified copy of the recorded bond.

ARTICLE XIV MISCELLANEOUS

14.1 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

14.2 Examination of Contractor's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

14.3 Backcharges

Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

14.4 Applicable Law

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

14.5 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

14.6 Assignment

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

14.7 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

14.8 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

14.9 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

14.10 Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

14.11 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

14.12 Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

14.13 Entire Contract

This Contract for the Work, comprised of the Contract Documents enumerated herein, constitutes the entire Contract between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing, as provided herein and signed by authorized representatives of both parties.

14.14 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books

and records, shall in all cases survive the expiration or earlier termination of this Contract.

14.15 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

14.16 Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

14.16.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

14.16.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

14.16.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access

to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

14.16.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.16.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

14.16.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

14.16.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

14.16.8 Contractor will include the provisions of paragraphs 13.15.1 through 13.15.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

14.17 Public Records

14.17.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

14.17.2 If Contractor, upon expiration of this Contract or earlier termination thereof i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology

systems.

14.17.3 Failure by Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084

14.18 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

14.19.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

14.19.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14.20 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Leigh A. Daniels
Email Address: ldaniels@sjcfl.us

Petticoat-Schmitt Civil Contractors, Inc.
6380 Phillips Highway,
Jacksonville, FL 32216
Attn: Lauren Atwell
Email Address: latwell@petticoatschmitt.com

With a copy to:

St. Johns County
Office of the County Attorney

500 San Sebastian View
St. Augustine, FL 32084

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

County:

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

Contractor:

Petticoat-Schmitt Civil Contractors, Inc. (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

ATTEST:

**St. Johns County, FL
Clerk of Circuit Court & Comptroller**

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

FORM 1
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No.	23-MCA-PET-17991
Project Title:	23-33R; CR 208 WATER BOOSTER PUMP STATION – CONSTRUCTION OF FACILITY

The undersigned Contractor hereby swears under penalty of perjury that:

- Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.
- The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Contractor's Authorized Representative executing this Certification of Payments to Subcontractors represents that he or she is duly authorized to execute this Certificate, or if executing on behalf of another, is authorized to do so and that such Authorized Representative is legally bound.

Dated _____, 20__ Contractor _____
 By: _____
 (Signature)
 By: _____
 (Name and Title)

STATE OF _____)
) SS.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:
 Signature: _____
 Print Name: _____

(NOTARY SEAL)
 My commission expires:

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.: 23-MCA-PET-17991	Contractor Name: Petticoat-Schmitt Civil Contractors, Inc.
Project:	Contractor Address:
Project Address:	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"): _____

None

Signed this ___ day of _____, 20__

Contractor/Company Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

March 27, 2023

Bid No: 23-33R; CR 208 Water Booster Pump Station – Construction of Facility

St. Johns County hereby issues this Notice of Intent to Award **Petticoat-Schmitt Civil Contractors, Inc.** as the lowest, responsive, responsible Bidder under the above referenced Invitation for Bids.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SIC Purchasing Policy.

Should no Protest be received in response to this Notice the County will proceed with award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Bryan Matus, Senior Procurement Coordinator, via email at bmatus@sjcfl.us or phone at (904) 209-0148.

St. Johns County, FL
Board of County Commissioners
Purchasing Division

A handwritten signature in black ink, appearing to read "Jaime Locklear", written over a horizontal line.

Jaime Locklear, MPA, NiGP-CPP, CPPO, CPPB
Assistant Director, Purchasing & Contracts
jlocklear@sjcfl.us
(904) 209-0158 - Direct

Date: 3/28/2023



ST. JOHNS COUNTY, FL
 BID TABULATION

OPENING DATE: 3/15/2023

OPENED BY: Bryan Matus

VERIFIED BY: Diana Fye

POSTING DATE: 3/16/2023

BID NO./TITLE: 23-33R – REBID CR 208 WATER BOOSTER PUMP STATION
– CONSTRUCTION OF FACILITY

BIDDERS	TOTAL BID PRICE						
Sawcross, Inc.	\$5,244,000.00						
Petticoat-Schmitt Civil Contractors, Inc.	\$3,239,000.00						
SGS Contracting Services, Inc.	\$3,950,700.00						

Any actual Bidder who is aggrieved in connection with the Notice of Intent to Award, where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the Assistant Director of Purchasing & Contracts. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

All public records shall become available for inspection and copying pursuant to Chapter 119, Florida Statutes.

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: March 15, 2023

BID PROPOSAL OF

Petticoat-Schmitt Civil Contractors, Inc.
Full Legal Company Name of Bidder

<u>6380 Philips Hwy., Jacksonville, FL 32216</u>	<u>(904) 751-0888</u>	<u>(904) 751-0988</u>
Mailing Address	Telephone Number	Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bid Documents entitled for **Bid No: 23-33R, REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to complete the required Work for the following Total Bid Price:

LUMP SUM BID PRICE: All cost for all labor, materials, equipment, supplies, taxes, other miscellaneous costs, profit, and overhead, both direct and indirect, for completion of all Work except for those Bid Items herein listed separately.

\$ 3,219,000.00
Lump Sum Bid Price (Written in Numerals)

\$ Three million two hundred nineteen thousand AND /Dollars
Lump Sum Bid Price (Written in Words) 200 cents

ALLOWANCE 1: Allowance for Materials Testing \$ 10,000.00

ALLOWANCE 2: Allowance for Permitting \$ 10,000.00

TOTAL BID PRICE: Total amount calculated by adding the Lump Sum Bid Price, Allowance 1, and Allowance 2 amounts together to determine the Total Bid Price for completion of this Project.

\$ 3,239,000.00
Total Bid Price (Written in Numerals)

\$ Three million two hundred thirty nine thousand /Dollars
Total Bid Price (Written in Words) AND NO cents

Bidder shall insert the Lump Sum Bid Price and the Total Bid Price above, in numerals and in words. The Total Bid Price shall consist of the lump sum price for the project and allowances.

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1 Date Received: 3/2/23 No.: _____ Date Received: _____

No.: 2 Date Received: 3/6/23 No.: _____ Date Received: _____

No.: _____ Date Received: _____ No.: _____ Date Received: _____

The Undersigned hereby declares that no person or persons, firm, or corporation, other than the undersigned are interested in this submitted Bid, as principals, and that this Bid is made without collusion with any person, firm, or corporation, and the undersigned has carefully examined, is thoroughly familiar with, and has incorporated the requirements and specifications of the Bid Documents in this submitted Bid.

The Undersigned certifies that a full examination of the locations of the required work and the sources of supply of materials has been completed, and agrees to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown herein are approximate only, and will fully complete all work in accordance with all requirements specified in the Bid Documents.

The Undersigned declares that the statements and representations made in this Bid are true in every respect and that the Bid is, in all respects, fair and made without collusion or fraud, and that no member of the St. Johns County Board, or any other agent or employee of the County, directly or indirectly, is interested in this Bid or in any profits expected to accrue therefrom.

CORPORATE/COMPANY

Full Legal Company Name: Petticoat-Schmitt Civil Contractors, Inc. (Seal)

By: [Signature] Jeff Rumer, Vice President
Signature of Authorized Representative (Name & Title typed or printed)

Address: 6380 Philips Hwy., Jacksonville, FL 32216

Telephone No.: (904) 751-0888 Fax No.: (904) 751-0988

Email Address for Authorized Company Representative: latwell@petticoatschmitt.com

Federal I.D. Tax Number: 26-1293750 DUNS #: N/A
(If applicable)

INDIVIDUAL

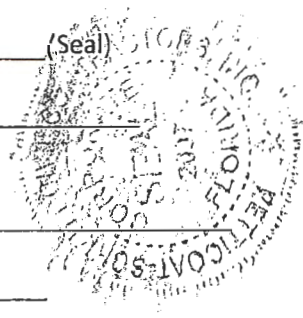
Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____



BID NO: 23-33R; REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY

**ATTACHMENT "A"
ST. JOHNS COUNTY AFFIDAVIT**

Bidder hereby issues the sworn statement below, which must be incorporated into the submitted Bid. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the Bid, and shall be sworn to before a person who is authorized by law to administer oaths.

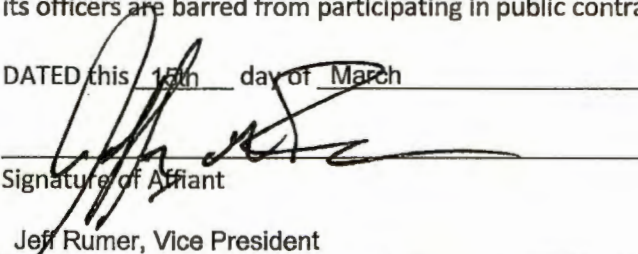
STATE OF FLORIDA

COUNTY OF DUVAL

The Undersigned authority, Jeff Rumer ("Affiant"), who being duly sworn, deposes and states that he/she is the Vice President (Title) of the firm of Petticoat-Schmitt Civil Contractors, Inc. (Full Legal Name of Bidder) submitting the attached Bid for the completion of work specified in the Bid Documents for Bid No: 23-33R REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY, in St. Johns County, Florida.

The Affiant further states that no more than one Bid will be submitted in response to the above IFB from the Affiant, the bidding firm, or corporation under the same or different name, and that such Bidder has no financial interest in any other bidding firm submitting a Bid in response to the above IFB. That neither the Affiant, his/her firm, association, nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this Bid. Furthermore, neither the Bidder nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this 15th day of March, 2023.


Signature of Affiant

Jeff Rumer, Vice President

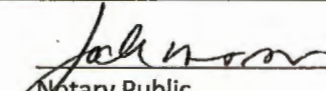
Printed Name & Title of Affiant

Petticoat-Schmitt Civil Contractors, Inc.

Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 15th day of March, 2023, by Affiant who is personally known to me or has produced _____ as identification. Type and number of I.D. produced: _____.





Notary Public
My Commission Expires: 06/01/2027

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.

BID NO: 23-33R; REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY

ATTACHMENT "B"
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Ryan M. Schmitt, certify that I am the Secretary of the corporation named as Principal in the foregoing; that Jeff Rumer, (Authorized Representative of Bidder) who signed the Bond(s) on behalf of the Bidder, was then Vice President (Title) of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said bond(s) was duly signed, sealed, and attested to on behalf of said corporation by authority of its governing body.



Signature of Secretary

Petticoat-Schmitt Civil Contractors, Inc.
Full Legal Name of Bidder

STATE OF FLORIDA

COUNTY OF DUVAL

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of physical presence or online notarization, _____ (Authorized Representative of Bidder) states that he/she is authorized to execute the foregoing Bid Bond on behalf of the Bidder named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me on this 15th day of March, 2023, by the Authorized Representative of Bidder, who is personally known to me or has produced Self as identification. Type and Number of I.D. produced: _____.

Notary Public
My Commission Expires: _____

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

Bidder shall list all **current** licenses and certifications held by the firm and/or Key Personnel of the Bidder. Failure to demonstrate any required licenses or certifications which are stated as a minimum qualification, shall be grounds for disqualification and removal from further consideration. A copy of each license or associated document(s) shall be attached to this form and submitted with the Bid.

License Name	License #	Issuing Agency	Expiration Date
State of Florida Business License	CGC #057651	Duval County Tax Collector	9/30/2023
FL Certified General Contractor's License	CGC #057651	Department of Business and Professional Regulation	8/31/2024
FL Certified Underground Utility Contractor's License	CUC #056931	Department of Business and Professional Regulation	8/31/2024



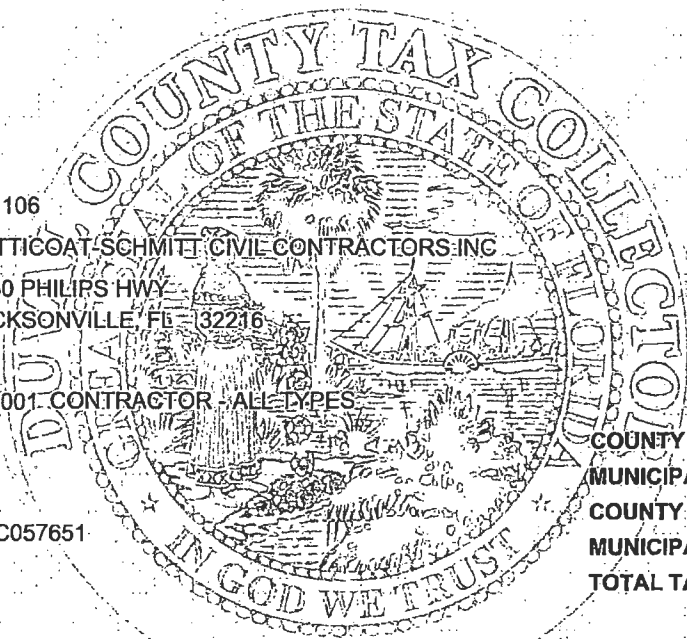
2022 - 2023 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403
<https://taxcollector.coj.net/>

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2022 through September 30, 2023.

PETTICOAT-SCHMITT CIVIL CONTRACTORS INC
6380 PHILIPS HWY
JACKSONVILLE, FL 32216



ACCOUNT NUMBER: 141106

BUSINESS NAME: PETTICOAT-SCHMITT CIVIL CONTRACTORS INC

PHYSICAL ADDRESS: 6380 PHILIPS HWY
JACKSONVILLE, FL 32216

CLASSIFICATION CODE: 309001 CONTRACTOR - ALL TYPES

STATE LICENSE NO: CGC057651

COUNTY TAX:	33.75
MUNICIPAL TAX:	176.25
COUNTY LATE PENALTY:	0.00
MUNICIPAL LATE PENALTY:	0.00
TOTAL TAX:	210.00

RENEWAL

VALID UNTIL September 30, 2023

2022 - 2023

*****ATTENTION*****

**THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.**

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid 22092700002003 09/27/2022 \$ 210.00



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SCHMITT, RYAN MATTHEW

PETTICOAT SCHMITT CIVIL CONTRACTORS INC

6380 PHILIPS HWY

JACKSONVILLE FL 32216

LICENSE NUMBER: CGC057651

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BID NO: 23-33R; REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY

ATTACHMENT "D"
LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIER LIST

Bidder shall submit any and all proposed sub-contractors and major material suppliers below for review/approval by the County. Bidder shall attach any and all licenses or certifications required for the proposed sub-contractor to perform the intended portion of the Work as stated below. All subcontractors and major materials suppliers are subject to approval of County.

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address
Progressive Air & Mechanical	HVAC CMC #1250234	John Falana	(904)346-1775 john@progressiveami.com
Register Roofing & Sheet Metal	Roofing CGC #006294	Troy Miller	(904)215-8533 troy@registerroofing.com
Exceletech Coatings	Painting	Rick Scruggs	(352)394-2155 rick@excelcoatings.com
Hardwick Fence	Fencing	Donnie Mills	(904)599-8644 donnie@hardwickfence.com
Keelco Inc.	Paving	Raymond Grode	(904)879-2797 rgrode@outlook.com
Ron Kendall Masonry	Masonry	Joe Piazza	(407)915-9660 jpiazza@ronkm.com
Ferguson Underground	Mechanical Material	Gordon Spotswood	(904) 885-3400 gordon.spotswood@ferguson.com
Oldcastle	Precast	Whitney Page	(904)625-3302 whitney.page@oldcastle.com
McKendree	Fuel Piping CFC#044993	Cliff McKendree	(904)387-4941 cliff@mckendreesplumbing.com

BID NO: 23-33R; REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY

**ATTACHMENT "E"
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (BID) Number/Description: Bid No: 23-33R REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Bidder's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

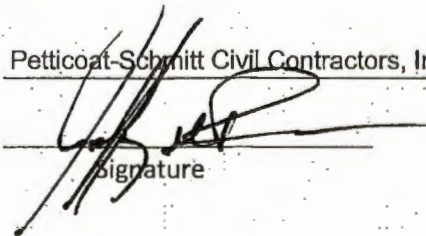
Please check the appropriate statement:

- I hereby attest that the undersigned Bidder has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Full Legal Name of Bidder:

Petticoat-Schmitt Civil Contractors, Inc.

Authorized Representative(s):


Signature

Jeff Rumer, Vice President

Print Name/Title

BID NO: 23-33R; REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY

**ATTACHMENT "F"
CONTRACTOR'S QUALIFICATIONS FORM**

Bidder certifies, and has attached to the submitted Bid proof of current and valid licensure to perform the Work in the State of Florida and St. Johns County, and as specified in the Bid Documents. Any material misrepresentation, as determined by the County, shall result in disqualification.

By: Petticoat-Schmitt Civil Contractors, Inc.
 Full Legal Name of Bidder

 Authorized Representative Signature

 3/15/23
 Date

Contractor's Project Experience

Bidder must be fully licensed to do business in the State of Florida and hold a current Certified General Contractor's license at the time the bid is due. Bidders must have successfully completed, as a Prime Contractor or Sub-Contractor, at least three (3) projects, in the past five (5) years, of similar type, size, scope, and dollar value of the project described herein.

Contractor's Project Experience Details Project No. 1	
Name of Project:	Peter's Creek Wastewater Treatment Plant Ground Storage Tank & Pump Station
Project Manager Name:	Paul Gilsdorf
Superintendent Name:	Jeff Rocek
Project Description:	New Pump Building, -Three (3) new High Service Pumps, complete New 0.53 MG pre-stressed concrete ground storage tank -Two (2) new hypochlorite storage tanks (1,000 gal each) Four (4) new hypochlorite feed pumps -New above ground double-wall diesel fuel storage tank-Piping additions, deletions and modifications as shown and specified Electrical, instrumentation and control work as shown and specified -Site work including grading, paving and drainage modifications
Owner Information	
Name:	Clay County Utility Authority
Address:	3176 Old Jennings Road, Middleburg, FL 32068
Contact Person:	Warrick L. Sams, MBA, CPPO
Telephone Number:	(904) 272-5999
Engineer/Architect Information	
Name:	J. Collins Engineering Associates, Inc.
Address:	12412 San Jose Blvd., Suite 204, Jacksonville, FL 32223
Contact Person:	John Collins
Telephone Number:	(904) 262-4121
Contract Dates	
Started:	June 2019

Contractor's Project Experience Details Project No. 1	
Original Contractual Completion:	July 2020
Final Contractual Completion:	July 2020
Actual Completion:	November 2020
Contract Value	
Original Contract Value:	\$2,743,838.00
Final Contract Value:	\$2,110,870.53
Value of Change Orders to Date:	\$632,967.47
Value of Outstanding Claims to Date:	0.00
Bonding Company Information	
Name:	Cecil W. Powell & Company
Address:	219 Newnan St., Jacksonville, FL 32202
Contact Person:	Fitzhugh Powell
Telephone Number:	(904) 353-3181
Major Subcontractor Information	
Name:	Cogburn Brothers
Address:	3300 Faye Rd., Jacksonville, FL 32226
Contact Person:	Scott Sullivan
Telephone Number:	(904) 358-7344
Name:	Precon Corp
Address:	115 SW 140th Terrace, Newberry, FL 32669
Contact Person:	Mort Vineyard
Telephone Number:	(352) 332-1200
Name:	Stoddard Masonry
Address:	PO BOX 551, Middleburg, FL 32050
Contact Person:	Ryan Stoddard
Telephone Number:	(904) 589-4040

Contractor's Project Experience Details Project No. 2	
Name of Project:	Bannon Lakes Booster Pump Station
Project Manager Name:	Ed Dendor
Superintendent Name:	Jay Ethriedge
Project Description:	Furnish all labor, materials, equipment, and incidentals required to access site and construct the Booster Pump Station (BPS) for the 2.0 MGD Bannon Lakes Ground Storage Tank (GST). VTP – 100HP; Discharge Dia. 10", Instrumentation & SCADA, High service pump building
Owner Information	
Name:	St. Johns County Utility Department
Address:	1205 FL 16, St. Augustine, FL 32084
Contact Person:	Teri Pinson
Telephone Number:	(904) 209-2604
Engineer/Architect Information	
Name:	Mott MacDonald Florida LLC
Address:	10245 Centurion Pkwy., Suite 320, Jacksonville, FL 32256
Contact Person:	N/A
Telephone Number:	(904) 203-1090
Contract Dates	
Started:	May 2018
Original Contractual Completion:	April 2018
Final Contractual Completion:	January 2019
Actual Completion:	August 2019
Contract Value	
Original Contract Value:	1,669,000.00
Final Contract Value:	1,758,352.17
Value of Change Orders to Date:	89,352.17
Value of Outstanding Claims to Date:	0.00
Bonding Company Information	
Name:	GHG Insurance Inc., A Division of Sihle Insurance Group
Address:	1000 Riverside Ave., Unit 500, Jacksonville, FL 32204
Contact Person:	Edra Waller
Telephone Number:	(904) 421-8612

**Contractor's Project Experience Details
Project No. 2**

Major Subcontractor Information

Name:	Cogburn Brothers
Address:	3300 Faye Rd., Jacksonville, FL
Contact Person:	Scott Sullivan
Telephone Number:	(904) 358-7344
Name:	Curry Controls
Address:	4245 S. Pipkin Rd., Lakeland, FL 33811
Contact Person:	Ben Matthews
Telephone Number:	(863) 646-5781
Name:	Bold City Outdoors
Address:	3317 Peoria Rd., Orange Park, FL 32065
Contact Person:	Patrick Ramsey
Telephone Number:	(904) 291-2186

Contractor's Project Experience Details Project No. 3	
Name of Project:	Dunes CDD Wastewater Treatment Plant Expansion
Project Manager Name:	Paul Gilsdorf
Superintendent Name:	Jeff Rocek
Project Description:	Construction of Dunes Community Development District Wastewater Treatment Plant Expansion project, including the headworks, SBR process, digesters, sludge drying beds, and new storage building/bathroom and all associated works as specified in the construction plans and project manual.
Owner Information	
Name:	Dunes Community Development District Utilities Division
Address:	101 Jungle Hut Rd., Palm Coast, FL 32137
Contact Person:	David Pointz
Telephone Number:	(386) 445-9045
Engineer/Architect Information	
Name:	CPH, Inc.
Address:	500 West Fulton St., Sanford, FL 32217
Contact Person:	Yinhui Xu, Ph.D, P.E.
Telephone Number:	(407) 322-6841
Contract Dates	
Started:	January 2018
Original Contractual Completion:	August 2019
Final Contractual Completion:	September 2019
Actual Completion:	December 2019
Contract Value	
Original Contract Value:	\$7,996,900.00
Final Contract Value:	\$6,351,600.00
Value of Change Orders to Date:	\$1,645,300.00
Value of Outstanding Claims to Date:	0.00
Bonding Company Information	
Name:	GHG Insurance Inc., A Division of Sihle Group
Address:	1000 Riverside Ave., Suite 500, Jacksonville, FL 32204
Contact Person:	Edra Waller
Telephone Number:	(904) 421-8612

Contractor's Project Experience Details
Project No. 3

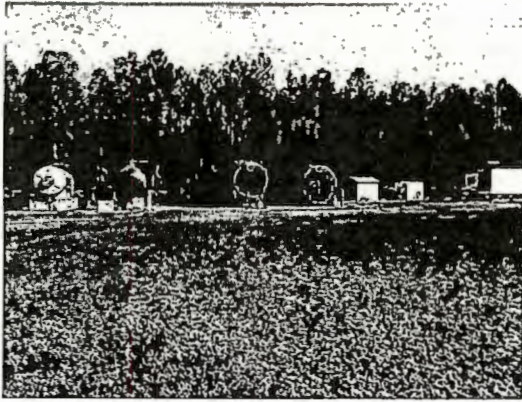
Major Subcontractor Information

Name:	Cogburn Brothers
Address:	3300 Faye Rd., Jacksonville, FL
Contact Person:	Scott Sullivan
Telephone Number:	(904) 358-7344
Name:	Ceco Building Systems
Address:	100 Red Iron Rd., Rocky Mountain, NC 27804
Contact Person:	Tom Debarry
Telephone Number:	(931) 526-7275
Name:	Parkson Corporation
Address:	562 Bunker Court, Vernon Hills, IL 60061
Contact Person:	Joseph Nagel
Telephone Number:	(847) 816-3700

Project Summary Sheet

Peter's Creek WTP

Ground Storage Tank & Pump Station



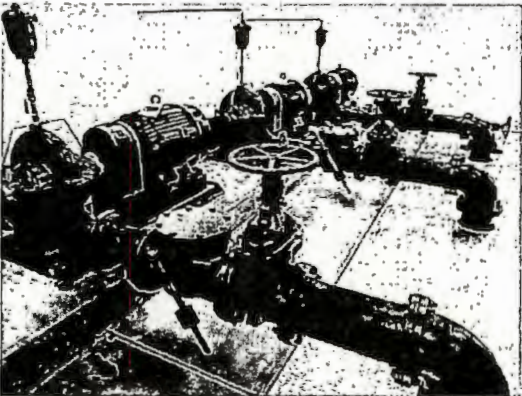
Project Name & Location

Peter's Creek WTP Ground Storage Tank & Pump Station

3630 Rosemary Hill Road
Green Cove Springs, FL 32043

Project Description

-New Pump Building, -Three (3) new High Service Pumps, complete -New 0.53 MG prestressed concrete ground storage tank -Two (2) new hypochlorite storage tanks (1,000 gal each) Four (4) new hypochlorite feed pumps -New above ground double-wall diesel fuel storage tank-Piping additions, deletions and modifications as shown and specified -Electrical, instrumentation and control work as shown and specified-Site work including grading, paving and drainage modifications



Owner

Clay County Utility Authority

Date Started

June 2019

Date Completed

July 2020

Original Contract Price

\$2,743,838.00

Final Contract Price

\$2,110,870.53

Design Engineer Information

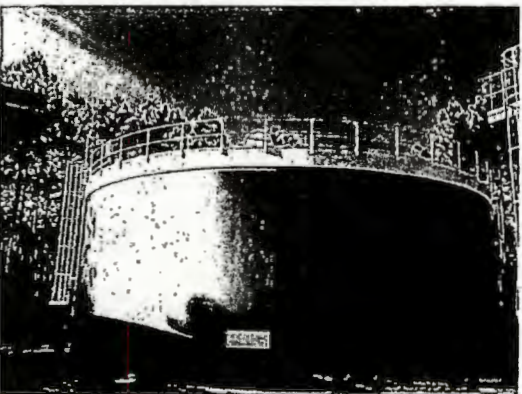
J Collins Engineering Associates, LLC
12412 San Jose Blvd., Suite 204
Jacksonville, FL 32223

John Collins
(904) 262-4121

Warrick L. Sams, MBA, CPPO
wsams@clayutility.com
Clay County Utility Authority

Client Contact Information

3176 Old Jennings Road
Middleburg, FL 32068
(904) 272-5999



PSCC Executive In Charge

Lauren Atwell

PSCC Project Manager

Paul Gilsdorf

PSCC Superintendent

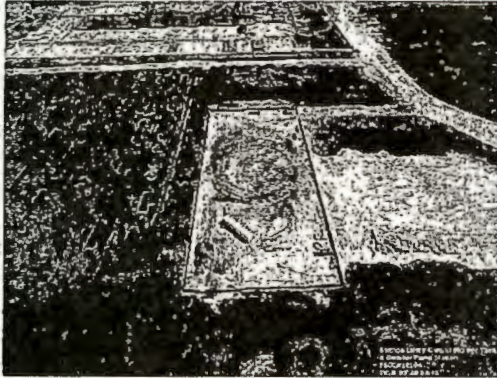
Jeff Rocek

PSCC Safety Personnel

Jeff Blomgren

Project Summary Sheet

Bannon Lakes Booster Pump Station



Project Name & Location Bannon Lakes Booster Pump Station
149 Bluejack Lane
St. Augustine, St. Johns County

Project Description Furnish all labor, materials, equipment, and incidentals required to access site and construct the Booster Pump Station (BPS) for the 2.0 MGD Bannon Lakes Ground Storage Tank (GST). VTP - 100HP; Discharge Dia. 10", Instrumentation & SCADA, High service pump building

Owner St. Johns County

Date Started May 2018

Date Completed August 2019

Final Contract Price \$1,758,352.17

Design Engineer Information Mott MacDonald Florida LLC
10245 Centurion Parkway, Suite 320
Jacksonville, FL 32256

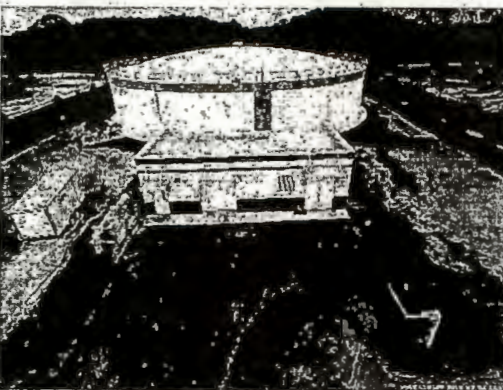
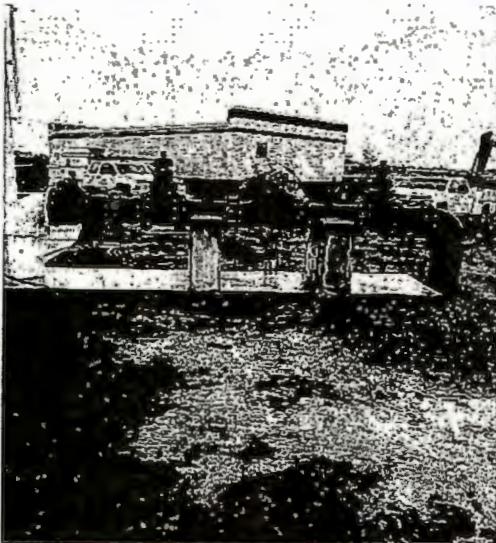
Client Contact Information Teri Pinson
St. Johns County Utility Dept.
tpinson@sjcfl.us
(904) 209-2604

PSCC Executive In Charge Lauren Atwell

PSCC Project Manager Ed Dendor

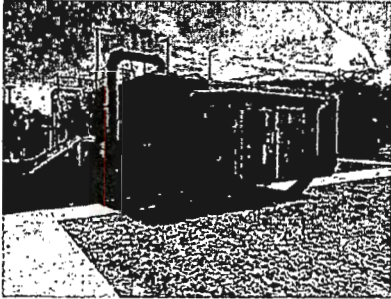
PSCC Superintendent Jay Ethriedge

PSCC Safety Personnel Jeff Blomgren



Project Summary Sheet

Dunes CDD WWTP Expansion

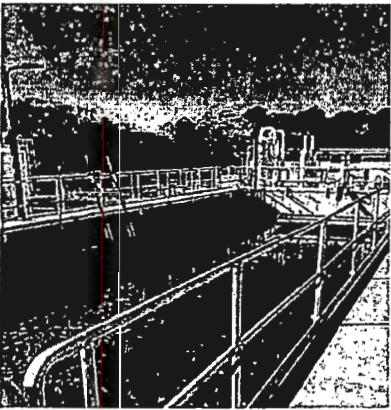


Project Name & Location

Dunes CDD WWTP Expansion
101 Jungle Hut Rd.
Palm Coast, FL 32137

Project Description

Construction of Dunes Community Development District Wastewater Treatment Plant Expansion project, including the headworks, SBR process, digesters, sludge drying beds, and new storage building/bathroom and all associated works as specified in the construction plans and project manual.



Owner

Dunes Community Development District Utilities Division
Palm Coast, FL 32137

Date Started

January 2018

Est. Date Completed

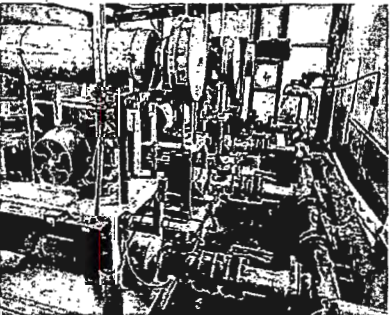
December 2019

Contract Price

\$7,996,900.00

Design Engineer Information

Yinhui Xu, Ph.D, P.E.
CPH, Inc.
500 West Fulton St. Sanford, FL 32771
(407)322-6841
ixu@cphcorp.com



Client Contact Information

David Pointz
Dunes CDD
101 Jungle Hut Rd., Palm Coast, FL 32137
(386) 445-9045
dpointz@dunescdd.org

PSCC Executive In Charge

Lauren C. Atwell

PSCC Project Manager

Paul Gilsdorf

PSCC Superintendent

Jeff Rocek

PSCC Safety Personnel

Doel Antommarchi

ATTACHMENT "G"
DRUG-FREE WORKPLACE FORM

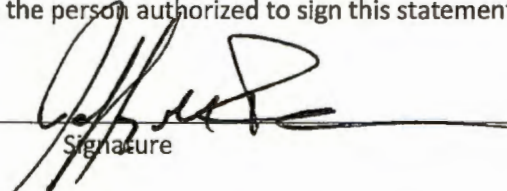
The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Petticoat-Schmitt Civil Contractors, Inc. does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.


Signature

3/15/23
Date

ATTACHMENT "H"
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subconsultant) or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a construction dispute? Yes ___ No X If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

Claim for Breach of Contract, Defendant, Amt. at Issue: \$90,000, Attorney: Mark Bryan

Amt. Recovered: Pending per Judgement by Court

Subcontractor: Florida Curb, Jacksonville, FL

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

See Attached

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

None

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No X If yes, please explain in detail:

CLAIMS/LIENS/LITIGATION HISTORY

SUBMISSION PER REQUEST, HOWEVER NONE ARE APPLICABLE OR RELEVANT TO THE WORK OR CONTRACT

1.

Description of every action: Claim for negligence and Breach of Contract

Amount at issue: \$2.6m

Attorney: Tom Olsen

Amount recovered: Settlement through confidential mediation.

Owner: FDOT, Lake City, FL

2.

Description of every action: Claim for Breach of Contract

Amount at issue: \$1.4m

Attorney: Tom Olsen

Amount recovered: Settlement through confidential mediation.

Owner: City of Hinesville, Hinesville, GA

3.

Description of every action: Claim for Breach of Contract

Amount at issue: \$668,000

Attorney: Mark Bryan

Amount recovered: Settlement through confidential mediation.

Owner: SEMA Construction, Orlando, FL

4.

Description of every action: Claim for Breach of Contract, Defendant

Amount at issue: \$90,000

Attorney: Mark Bryan

Amount recovered: Pending

Subcontractor: Florida Curb, Jacksonville, FL

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes No If no, please explain why?

7. List the status of all pending claims currently filed against your company:

Claim for Breach of Contract, Defendant. Trial has finished, waiting on judgment from Court.

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No If yes, please explain in detail:

(Use additional or supplemental pages as needed)

ATTACHMENT "I"
E-VERIFY AFFIDAVIT

STATE OF FLORIDA
COUNTY OF DUVAL

I, Jeff Rumer, Vice President ("Affiant"), being duly authorized by and on behalf of Petticoat-Schmitt Civil Contractors, Inc. ("Bidder") hereby swears or affirms as follows:

1. Bidder understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. TBD (hereinafter "Agreement"), in accordance with section 448.095, F.S., Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Bidder and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Bidder shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Bidder understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Bidder further understands and agrees that in the event of such termination, Bidder shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Bidder's breach.

DATED this 15th day of March, 20 23.

[Signature]
Signature of Affiant

Jeff Rumer, Vice President
Printed Name & Title of Affiant

Petticoat-Schmitt Civil Contractors, Inc.
Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 15th day of March, 20 23, by Affiant, who is personally known to me or has produced Self as identification.



[Signature]
Notary Public
My Commission Expires: 06/01/2027

ATTACHMENT "J"
LOCAL PREFERENCE

Bidders must complete and submit **Attachment J**, indicating whether or not the Bidder is submitting for consideration of Local Preference. Any Bidder that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must submit all documentation required to support consideration as Local Business, for the Bidder as well as any proposed sub-contractors who are submitted for consideration of Local Preference as specified on Attachment J.

Any Bidder submitting for consideration of Local Preference either through their own qualifications, or through that of proposed sub-contractors must also submit documentation to demonstrate that at least fifty percent (50%) of all Work shall be self-performed, or performed by sub-contractors that meet the criteria of a Local Business.

In order to qualify for local preference Bidder must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Bidder has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Bidder's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFQ.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFQ.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors.

Bidder is a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Bidder selects this option, by signing below, Bidder certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Bidder is not a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____ X _____

If Bidder selects this option, Bidder is not seeking consideration for local preference, and is not required to submit the documentation provided above.



Signature - Authorized Representative

Jeff Rumer, Vice President

Printed Name & Title

3/15/23

Date of Signature

BID NO: 23-33R; REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY

BID BOND

STATE OF Florida

COUNTY OF Duval

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Petticoat-Schmitt Civil Contractors Inc. (Full Legal Name of Bidder) as Principal, at 6380 Phillips Highway Jacksonville, FL 32216 (Address) and Travelers Casualty and Surety Company of America as Surety, hereby hold and firmly bind ourselves, our heirs, executors, administrators, and successors and assigns, jointly and severally, by these presents, unto St. Johns County, Florida, as Oblige, in the penal sum of five percent (5%) of the Total Bid Price, or NA Dollars (\$ 5%) lawful money of the United States.

WHEREAS, the Principal has submitted a Bid for **Bid No: 23-33R; REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY** dated March 15, 2023:

- (a) If the Principal shall not withdraw said Bid within ninety (90) days of the opening of Bids by the Owner, and shall enter into a written Contract with the County within ten (10) business days after prescribed forms are provided to Principal for signature, in accordance with the Bid Documents, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, the Principal shall pay the County the lesser of the following amounts: 1) the amount of this bond as hereinabove set forth, of 2) the difference between the amount specified in the Principal's Bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid including the administrative costs to effect such contract, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have signed and sealed this instrument under their several seals, on this 15th day of March, 2023, the name and corporate seal of Principal and Surety being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.



WITNESSES:

Laurea Kelle
[Signature]

PRINCIPAL:

Petticoat Schmitt Civil Contractors Inc.

Full Legal Name of Principal

[Signature]
Signature of Authorized Officer

Jeff Rumer, V.P.
Printed Name & Title of Signing Officer

6380 Phillips Highway

Mailing Address

Jacksonville, FL 32216

City, State, Zip Code

[Blank]
Email Address of Signing Officer



SURETY:

Travelers Casualty and Surety Company of America

Full Legal Name of Surety

[Signature]
Signature of Authorized Surety Agent

One Tower Square

Mailing Address of Local Agency

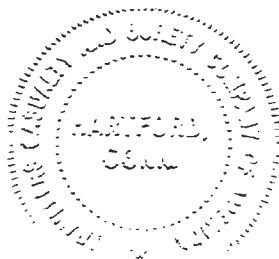
Hartford CT 06183

City, State, Zip Code

bpowell@cwpowellins.com

Email Address of Surety Agent

[Signature]
Attorney-In-Fact Signature
Benjamin K Powell Attorney in Fact





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

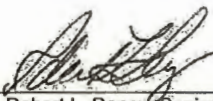
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **BENJAMIN K POWELL** of **JACKSONVILLE Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **1st** day of **March**, 2020




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

AM Best Rating Services

Travelers Casualty Insurance Company of America

BestLink  AMB #: 004465 NAIC #: 19046 FEIN #: 060876835

Domiciliary Address

One Tower Square
Hartford, Connecticut 06183

[United States](#)

Web: www.travelers.com

Phone: 860-277-0111

Fax: 844-816-9447

AM Best Rating Unit: [AMB #: 018674 - Travelers Group](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [058470 - The Travelers Companies, Inc.](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

[Financial Strength View Definition](#)

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 29, 2022
Initial Rating Date:	June 30, 1972

[Long-Term Issuer Credit View Definition](#)

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 29, 2022
Initial Rating Date:	April 18, 2005

[Financial Size Category View Definition](#)

Financial Size Category:	XV (\$2 Billion or greater)
--------------------------	-----------------------------

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1972.

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Elizabeth Blamble

Senior Director: Michael J. Lagomarsino, CFA, FRM

Note: See the [Disclosure Information Form](#) or [Press Release](#) below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries](#)

July 29, 2022

View AM Best's [Rating Review Form](#)

Financial Strength Rating

Effective Date	Rating
July 29, 2022	A++
November 04, 2021	A++
November 05, 2020	A++
November 05, 2019	A++
October 31, 2018	A++
October 05, 2017	A++

Long-Term Issuer Credit Rating

Effective Date	Rating
July 29, 2022	aa+
November 04, 2021	aa+
November 05, 2020	aa+
November 05, 2019	aa+
October 31, 2018	aa+
October 05, 2017	aa+

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [018674 - Travelers Group](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

[View additional news, reports and products for this company.](#)

Press Releases

Date	Title
Jul 29, 2022	AM Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries
Nov 04, 2021	AM Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries
Nov 05, 2020	AM Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries
Nov 05, 2019	AM Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries
Oct 31, 2018	A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries
Oct 05, 2017	A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Subsidiaries
Jul 22, 2016	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 28, 2015	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries

Page size: 10 24 items in 3 pages

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St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

March 2, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-33R; REBID CR 208 WATER BOOSTER PUMP STATION – CONSTRUCTION OF FACILITY

This Addendum #1 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their submitted Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid Documents:

1. In Exhibit A – Project Technical Specifications, Table of Contents, Division 1 General Requirements: delete section "01015 Measurement and Payment" from the table of contents.
2. In Exhibit A – Project Technical Specifications, delete Section 01015: Measurement and Payment in its entirety.
3. In Exhibit B – Construction Plans, Sheet C-2: PROPOSED SITE LAYOUT PLAN, add the following.
"Notes
 1. 6' WOODEN STOCKADE FENCE TO BE PROVIDED WITH 4x4x8 PRESSURE TREATED POSTS, 2x4x8 PRESSURE TREATED BACKING RAILS, 1x6x6 PRESSURE TREATED PICKETS, AND HOT DIPPED GALVANIZED RING SHANK NAILS.
 - a. ALL POSTS SHALL BE CEMENTED.
 - b. THREE BACKING RAILS TO EACH 8' WIDE SECTION
 2. DOUBLE SWING GATE SHALL BE OF PRESSURE TREATED WOOD."

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. REF Canopy Detail on sheet A-9: Can more detail be provided on the 316 stainless steel spacer bar brackets that are shown to be installed in the wall cavity at the locations where the canopies are fastened to the CMU?
Answer: The detail on sheet A-9 is showing a 'Z' shaped bracket sized to span the cavity to the structural CMU wall. An anchor and appropriately sized crush tube is also an acceptable alternative as many awning manufacturer's show in their standard details.
2. Can you tell me if the owner will be providing the fuel to fill the new Convault fuel tank?

Answer: Per specification 01014-1.05D – The Owner will provide a full tank volume of fuel at the time of generator startup. The General Contractor shall be responsible for offloading, installing, and providing any additional fuel for the generator necessary if any other equipment testing occurs prior to having permanent power to the booster pump station.

3. REF Sheet Plan Sheet C-2: Can a detail for the 6' solid wooden fence and 12' solid wood double swing gate shown on the west side of the jobsite be provided? The plans only provide a detail for the 6' chain link fence.

Answer: In Exhibit B – Construction Plans, Sheet C-2: PROPOSED SITE LAYOUT PLAN, add the following.

“Notes

- 1. 6' WOODEN STOCKADE FENCE TO BE PROVIDED WITH 4x4x8 PRESSURE TREATED POSTS, 2x4x8 PRESSURE TREATED BACKING RAILS, 1x6x6 PRESSURE TREATED PICKETS, AND HOT DIPPED GALVANIZED RING SHANK NAILS.**
 - a. ALL POSTS SHALL BE CEMENTED.**
 - b. THREE BACKING RAILS TO EACH 8' WIDE SECTION**
- 2. DOUBLE SWING GATE SHALL BE OF PRESSURE TREATED WOOD.”**

4. Can you provide the address for where the pre purchased pipe is located?

Answer: Pre-purchased piping materials are located at the SR-16 Waste Water Treatment Facility. Address: 3000 Industry Center Drive, St. Augustine, FL 32084

5. Can you provide an approximate delivery date for the pump cans?

Answer: Approximate delivery date for the pump cans is mid May 2023.

6. REF Specification Section 01010-2.E.2.a – The summary of work states that it is the responsibility of the contractor to clear and grub the 40-foot drainage and utility easements outside of the property limits. Notes on drawings C-5, C-6, and C-7 only list clearing within the 20' Utility Easement for pipeline installation. Please provide clarification as to whether the contractor is to clear both easements, only the utility easement, or if we are only to clear and grub what area is necessary to facilitate the pipeline installation.

Answer: General Contractor will be responsible for clearing and grubbing area within the 20 foot utility easement where necessary to facilitate pipeline installation. General Contractor to remain within utility easement for installation of the pipelines and to keep all construction activities out of the remaining 20 foot of the drainage easement.

7. REF Specification Section 01010-2.E.2.e – Will the left over material from the pond excavation performed by the tank contractor, other than what will be used to build up the ground storage tank, be left onsite for fill material to be used by the contractor for site grading?

Answer: Yes, remaining soils will be onsite for use. It will be the General Contractor's responsibility to ensure any left-over fill material is suitable for intended use and for disposal of any excess upon project completion.

8. Detail 3 on sheet A-5 and Specification section 07212: Is the Sprayed Cellulose insulation to be installed under the metal decking system for the entire building or only the open flutes of the metal deck between the two masonry wythes on the low wall as it appears to show in the detail?

Answer: The sprayed cellulose insulation is to be installed in the cavity created between the top of the masonry wall and the bottom of the roof deck to seal any

gaps/openings as shown in the detail for the entire outside perimeter of the building.

9. Section 01010-1.02(D) states that the TANK CONTRACTOR is responsible for excavation of pond. Is the Tank Contractor responsible for any portion of final grade, pond sodding, or ongoing erosion control maintenance related to the pond?
Answer: Tank Contractor is not responsible for final grading or sodding of the pond. Tank Contractor will be responsible for erosion control only during the excavation of the pond. General Contractor under this contract will be responsible for coordinating with the Tank Contractor on this responsibility and for transfer of responsibility once the Tank Contractor is complete with their work. The General Contractor will perform fill around the pond to meet the top of pond elevations, all pond and final site grading, sodding, restoration, landscaping etc.
10. Section 010-1.02(C) & (E) states that the CONTRACTOR is responsible for receiving and unloading pre-purchased materials. It was stated at the prebid that a portion of these materials are currently delivered and staged at the SR 16 WWTF. Who is responsible for transporting those materials to the new site?
Answer: General Contractor will be responsible for transporting and unloading of all materials required of the General Contractor. Tank Contractor will be responsible for transporting material relevant to their separate scope of work.
11. Sheet C-7, Note 5 says to open cut SR 208 for installation of the casing pipes. Sheet CD-3 Notes say the open cut method is generally not acceptable. Will other methods be acceptable? Also, will the open cut permit be paid under allowance?
Answer: The Engineer and Owner have coordinated with SJC ROW for the open cut including casing as shown. General Contractor is responsible for coordinating the ROW permit with SJC through the Utility and the fee should be waived.
12. Section 01015 does not appear to be the correct Measurement & Payment Section for this project.
Answer: In Exhibit A – Project Technical Specifications, Table of Contents, Division 1 General Requirements: delete section “01015 Measurement and Payment” from the table of contents.

In Exhibit A – Project Technical Specifications, delete Section 01015: Measurement and Payment in its entirety.
13. One of our subcontractors for the earthwork is requesting the CAD files for the project. Wondering if is something that you can distribute as an addendum.
Answer: CAD files will not be provided in the bid phase. Cad files will be supplied to the awarded General Contractor.
14. Can St. Johns County Procurement verify the list of pre-purchased piping and fittings noted in Appendix C is in storage?
Answer: Yes, stored materials are located at the SR-16 Waste Water Treatment Facility.
15. Can St. Johns County Procurement provide a list of remaining pre-purchased materials that are classified as, Long Lead, with an Estimated Date of Delivery?
Answer: Pumps and cans, generator, ATS, and electrical equipment have all generally been through the shop drawings process and are awaiting on confirmation for estimate dates for delivery.
16. Is St. Johns County Addendum #1, issued January 9, 2023 still in effect?

Answer: Addendum No. 1 dated January 9, 2023 was from previous bid and is no longer valid.

17. Can St. Johns County Procurement provide a list of the work being performed *by others* that are **not** part of this re-bidding phase?
- Site Grading – **Under this contract**
 - Concrete Water Tank – **Performed by others**
 - Landscape – **Under this contract**
 - Fencing – **Under this contract**
 - Trenching – **Under this contract**
 - Piping Installation – **Under this contract (excludes work annotated on C-4 to be performed by others for the tank construction)**
 - Other Installation(s) – **General Contractor is responsible for installations summarized in specifications and noted in the drawings**

18. Sheet No. 57, Dwg. No. E-7: Does the Contractor pay for the “Proposed New FPL Service Pole” permit and installation?

Answer: This is the responsibility of the Electrical Contractor to coordinate.

19. Sheet No. 17, Dwg. L4 and Sheet No. 18, Dwg. No. L5 Sheet No. 17, Dwg L4 – LEGEND, state WATER SOURCE 5/8” REUSE METER
- Is this a specified meter? **Standard meter will be provided by the Owner.**
 - Refer to Dwg. No 18, Dwg. No. L5, Water Meter Location – “Contractor shall coordinate with Owner to provide sized meter for irrigation. Contractor shall install meter when received.”
 - Will this be a Change Order to the County? **Standard meter will be provided by the Owner. General Contractor shall include cost for installation of meter in the base bid.**
 - Will the County provide the Contractor with a detail of the meter installation? **Refer to SJCUD standard details for meter installation.**

20. Sheet No. 17, Dwg. No. L4, General Irrigation Notes Detail; Typical Rain Sensor does not indicate the height the sensor set above finish grade. What is the proposed height?
- As noted on the detail, the sensor only needs to be high enough that it doesn't get hit by any overspray by sprinkler heads. This plan has no overspray from sprinklers because it is all drip based.**

- Typical Rain Sensor Detail shows “LEAD WIRES TO CONTROLLER” The location of the proposed Controller is near the proposed water meter. Can the Controller be relocated to the building? **Relocation to be considered during the shop drawing review process.**
- What type of Controller is required? **Type of controller is a Single zone Wireless Valve Controller. It is a small disc that sits in the valve box wired to the valve.**
- How many stations? **Stations to be confirmed during the shop drawing process.**
- Detail showing installation of Controller? **The 2 wires shown in the Valve Detail would be the 2 wires coming from the sensor in the Rain Sensor Detail. The Controller is a small disc that sits in the valve box. The sensor can be installed at any height, & wherever convenient. As long as it is exposed to direct sunlight and rainfall. So don't mount under a tree or inside of a building.**

21. Sheet No. 57, Drawing E-7, ELECTRICAL SITE PLAN

- Plan denotes IRRIGATION CONTROLLER (NOTE 5)
- “IRRIGATION CONTROLLER: PROVIDE CONCRETE PEDESTAL WITH DUPLEX TYPE GFI RECEPTACLE WITH WP WHILE IN USE COVER (L-4, ¾”C, 3#12)”

- c. How will the rain sensor wires run from the building to the Controller? **The 2 wires shown in the Valve Detail would be the 2 wires coming from the sensor in the Rain Sensor Detail.**
- d. Is there a Detail for the pedestal mounted Controller? **The Controller is a small disc that sits in the valve box. The sensor can be installed at any height, & wherever convenient. As long as it is exposed to direct sunlight and rainfall. So don't mount under a tree or inside of a building.**

22. Sheet No. 57, Drawing E-7, ELECTRICAL SITE PLAN

- a. Plan denotes "STANDBY GENERATOR" and the Specifications states; "OWNER FURNISHED".
- b. Will the Owner have the generator delivered to the site? **Per specification 01010, Contractor shall be responsible for unloading, storage, and installation of any equipment pre-purchased by the Owner for this project.**
- c. Will the Contractor have to set the generator at the site? **Yes, per specification 01014-1.05D.**
- d. Will the Owner fuel the generator? **Per specification 01014-1.05D – The Owner will provide a full tank volume of fuel at the time of generator startup. The General Contractor shall be responsible for offloading, installing, and providing any additional fuel for the generator necessary if any other equipment testing occurs prior to having permanent power to the pump station.**
- e. Will the Contractor fuel the generator? **Per specification 01014-1.05D – The Owner will provide a full tank volume of fuel at the time of generator startup. The General Contractor shall be responsible for offloading, installing, and providing any additional fuel for the generator necessary if any other equipment testing occurs prior to having permanent power to the pump station.**
- f. Will the Owner supply drawings of the generator to the Contractor, for reference, to ensure the proposed concrete pad is sufficient to hold the generator's weight and footprint? **Cut sheet for generator is provided as an attachment to this addendum.**

23. Sheet No. 4, Dwg. No. C-2 PROPOSED SITE LAYOUT PLAN

- a. Plan calls out for a "12' SOLID WOOD DOUBLE SWING GATE"
 - i. Where is the detail for constructing the gate?
- b. Plan calls out for a "6' SOLID WOOD FENCE PER LDR 6.06.04.8.3.C"
 - i. Where is the detail for the construction of the wood fence?

Answer: In Exhibit B – Construction Plans, Sheet C-2: PROPOSED SITE LAYOUT PLAN, add the following.

"Notes

1. **6' WOODEN STOCKADE FENCE TO BE PROVIDED WITH 4x4x8 PRESSURE TREATED POSTS, 2x4x8 PRESSURE TREATED BACKING RAILS, 1x6x6 PRESSURE TREATED PICKETS, AND HOT DIPPED GALVANIZED RING SHANK NAILS.**
 - a. **ALL POSTS SHALL BE CEMENTED.**
 - b. **THREE BACKING RAILS TO EACH 8' WIDE SECTION**
2. **DOUBLE SWING GATE SHALL BE OF PRESSURE TREATED WOOD."**

24. APPENDIX B – Permits

- a. Is the information on permits forthcoming?

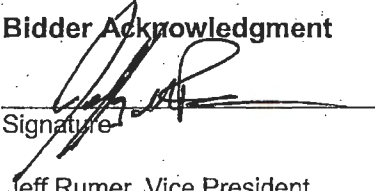
Answer: All permits are included except for the FDEP ERP permit. This will be issued when received. Any building and ROW permits should be obtained by the General Contractor.

Attachments:

- **Submittal Data – Caterpillar C13, 350 kW Generator Set**

**SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, MARCH, 8TH, 2023 AT
2:00PM EST**

Bidder Acknowledgment

Signature 

Jeff Rumer, Vice President

Printed Name/Title

Petticoat-Schmitt Civil Contractors, Inc.

Respondent Company Name

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #2

March 6, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-33R; REBID CR 208 WATER BOOSTER PUMP STATION – CONSTRUCTION OF FACILITY

This Addendum #2 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their submitted Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid Documents:

1. In Exhibit B – Construction Plans, Sheet C-7: Note 5 for the CR208 Crossing: Delete existing Note 5 and replace with the following:

"5. OPEN CUT CROSSING OF CR-208 SHALL BE PERFORMED DURING A SINGLE 10 DAY CONSECUTIVE CONSTRUCTION WINDOW BEGINNING ON A FRIDAY 6 PM TO THE FOLLOWING MONDAY AT 6 AM. CONTRACTOR SHALL SUBMIT A SCHEDULE AND COORDINATION AND WORK PLAN WITHIN 60 DAYS OF NTP FOR REVIEW BY THE ENGINEER AND COUNTY."

2. The submittal deadline for Bid Proposals is hereby **EXTENDED** to **2:00PM EST** on **Wednesday, March 15, 2023.**

Bidder Acknowledgment

Signature

Jeff Rumer, Vice President
Printed Name/Title

Petticoat-Schmitt Civil Contractors, Inc.
Respondent Company Name

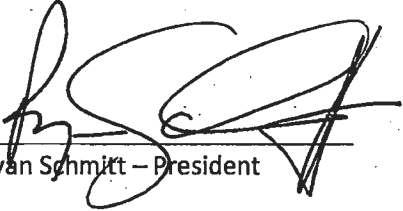
END OF ADDENDUM NO. 2

Unanimous Action of the Board of Directors of
Petticoat-Schmitt Civil Contractors, Inc.
Taken without a meeting by written consent

The following action is taken by the sole Director of PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC. a Florida Corporation, by written consent without a meeting, as of October 17, 2016, pursuant to Section of the 607.134 of the General Corporation Act of the State of Florida permitting such action to be taken.

RESOLVED, that Jeffery M. Rumer be and hereby is named Vice President of the Corporation, to serve until his successor shall be duly qualified and elected, and can sign legal documents on behalf of Petticoat-Schmitt Civil Contractors, Inc.

The undersigned, being the sole Director of PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC. does hereby consent to the foregoing action as of the date first above written.


Ryan Schmitt – President

Notarized by: 





St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #2

March 6, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-33R; REBID CR 208 WATER BOOSTER PUMP STATION – CONSTRUCTION OF FACILITY

This Addendum #2 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their submitted Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid Documents:

1. In Exhibit B.– Construction Plans, Sheet C-7: Note 5 for the CR208 Crossing: Delete existing Note 5 and replace with the following:

"5. OPEN CUT CROSSING OF CR-208 SHALL BE PERFORMED DURING A SINGLE 10 DAY CONSECUTIVE CONSTRUCTION WINDOW BEGINNING ON A FRIDAY 6 PM TO THE FOLLOWING MONDAY AT 6 AM. CONTRACTOR SHALL SUBMIT A SCHEDULE AND COORDINATION AND WORK PLAN WITHIN 60 DAYS OF NTP FOR REVIEW BY THE ENGINEER AND COUNTY."
2. The submittal deadline for Bid Proposals is hereby **EXTENDED** to **2:00PM EST on Wednesday, March 15, 2023.**

Bidder Acknowledgment

Signature

Printed Name/Title

Respondent Company Name

END OF ADDENDUM NO. 2



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

March 2, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-33R; REBID CR 208 WATER BOOSTER PUMP STATION – CONSTRUCTION OF FACILITY

This Addendum #1 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their submitted Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid Documents:

1. In Exhibit A – Project Technical Specifications, Table of Contents, Division 1 General Requirements: delete section "01015 Measurement and Payment" from the table of contents.
2. In Exhibit A – Project Technical Specifications, delete Section 01015: Measurement and Payment in its entirety.
3. In Exhibit B – Construction Plans, Sheet C-2: PROPOSED SITE LAYOUT PLAN, add the following.
"Notes
 1. 6' WOODEN STOCKADE FENCE TO BE PROVIDED WITH 4x4x8 PRESSURE TREATED POSTS, 2x4x8 PRESSURE TREATED BACKING RAILS, 1x6x6 PRESSURE TREATED PICKETS, AND HOT DIPPED GALVANIZED RING SHANK NAILS.
 - a. ALL POSTS SHALL BE CEMENTED.
 - b. THREE BACKING RAILS TO EACH 8' WIDE SECTION
 2. DOUBLE SWING GATE SHALL BE OF PRESSURE TREATED WOOD."

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. REF Canopy Detail on sheet A-9: Can more detail be provided on the 316 stainless steel spacer bar brackets that are shown to be installed in the wall cavity at the locations where the canopies are fastened to the CMU?
Answer: The detail on sheet A-9 is showing a 'Z' shaped bracket sized to span the cavity to the structural CMU wall. An anchor and appropriately sized crush tube is also an acceptable alternative as many awning manufacturer's show in their standard details.
2. Can you tell me if the owner will be providing the fuel to fill the new Convault fuel tank?

Answer: Per specification 01014-1.05D – The Owner will provide a full tank volume of fuel at the time of generator startup. The General Contractor shall be responsible for offloading, installing, and providing any additional fuel for the generator necessary if any other equipment testing occurs prior to having permanent power to the booster pump station.

3. REF Sheet Plan Sheet C-2: Can a detail for the 6' solid wooden fence and 12' solid wood double swing gate shown on the west side of the jobsite be provided? The plans only provide a detail for the 6' chain link fence.

Answer: In Exhibit B – Construction Plans, Sheet C-2: PROPOSED SITE LAYOUT PLAN, add the following.

“Notes

- 1. 6' WOODEN STOCKADE FENCE TO BE PROVIDED WITH 4x4x8 PRESSURE TREATED POSTS, 2x4x8 PRESSURE TREATED BACKING RAILS, 1x6x6 PRESSURE TREATED PICKETS, AND HOT DIPPED GALVANIZED RING SHANK NAILS.**

a. ALL POSTS SHALL BE CEMENTED.

b. THREE BACKING RAILS TO EACH 8' WIDE SECTION

- 2. DOUBLE SWING GATE SHALL BE OF PRESSURE TREATED WOOD.”**

4. Can you provide the address for where the pre purchased pipe is located?

Answer: Pre-purchased piping materials are located at the SR-16 Waste Water Treatment Facility. Address: 3000 Industry Center Drive, St. Augustine, FL 32084

5. Can you provide an approximate delivery date for the pump cans?

Answer: Approximate delivery date for the pump cans is mid May 2023.

6. REF Specification Section 01010-2.E.2.a – The summary of work states that it is the responsibility of the contractor to clear and grub the 40-foot drainage and utility easements outside of the property limits. Notes on drawings C-5, C-6, and C-7 only list clearing within the 20' Utility Easement for pipeline installation. Please provide clarification as to whether the contractor is to clear both easements, only the utility easement, or if we are only to clear and grub what area is necessary to facilitate the pipeline installation.

Answer: General Contractor will be responsible for clearing and grubbing area within the 20 foot utility easement where necessary to facilitate pipeline installation. General Contractor to remain within utility easement for installation of the pipelines and to keep all construction activities out of the remaining 20 foot of the drainage easement.

7. REF Specification Section 01010-2.E.2.e – Will the left over material from the pond excavation performed by the tank contractor, other than what will be used to build up the ground storage tank, be left onsite for fill material to be used by the contractor for site grading?

Answer: Yes, remaining soils will be onsite for use. It will be the General Contractor's responsibility to ensure any left-over fill material is suitable for intended use and for disposal of any excess upon project completion.

8. Detail 3 on sheet A-5 and Specification section 07212: Is the Sprayed Cellulose insulation to be installed under the metal decking system for the entire building or only the open flutes of the metal deck between the two masonry wythes on the low wall as it appears to show in the detail?

Answer: The sprayed cellulose insulation is to be installed in the cavity created between the top of the masonry wall and the bottom of the roof deck to seal any

gaps/openings as shown in the detail for the entire outside perimeter of the building.

9. Section 01010-1.02(D) states that the TANK CONTRACTOR is responsible for excavation of pond. Is the Tank Contractor responsible for any portion of final grade, pond sodding, or ongoing erosion control maintenance related to the pond?

Answer: Tank Contractor is not responsible for final grading or sodding of the pond. Tank Contractor will be responsible for erosion control only during the excavation of the pond. General Contractor under this contract will be responsible for coordinating with the Tank Contractor on this responsibility and for transfer of responsibility once the Tank Contractor is complete with their work. The General Contractor will perform fill around the pond to meet the top of pond elevations, all pond and final site grading, sodding, restoration, landscaping etc.

10. Section 010-1.02(C) & (E) states that the CONTRACTOR is responsible for receiving and unloading pre-purchased materials. It was stated at the prebid that a portion of these materials are currently delivered and staged at the SR 16 WWTF. Who is responsible for transporting those materials to the new site?

Answer: General Contractor will be responsible for transporting and unloading of all materials required of the General Contractor. Tank Contractor will be responsible for transporting material relevant to their separate scope of work.

11. Sheet C-7, Note 5 says to open cut SR 208 for installation of the casing pipes. Sheet CD-3 Notes say the open cut method is generally not acceptable. Will other methods be acceptable? Also, will the open cut permit be paid under allowance?

Answer: The Engineer and Owner have coordinated with SJC ROW for the open cut including casing as shown. General Contractor is responsible for coordinating the ROW permit with SJC through the Utility and the fee should be waived.

12. Section 01015 does not appear to be the correct Measurement & Payment Section for this project.

Answer: In Exhibit A – Project Technical Specifications, Table of Contents, Division 1 General Requirements: delete section “01015 Measurement and Payment” from the table of contents.

In Exhibit A – Project Technical Specifications, delete Section 01015: Measurement and Payment in its entirety.

13. One of our subcontractors for the earthwork is requesting the CAD files for the project. Wondering if is something that you can distribute as an addendum.

Answer: CAD files will not be provided in the bid phase. Cad files will be supplied to the awarded General Contractor.

14. Can St. Johns County Procurement verify the list of pre-purchased piping and fittings noted in Appendix C is in storage?

Answer: Yes, stored materials are located at the SR-16 Waste Water Treatment Facility.

15. Can St. Johns County Procurement provide a list of remaining pre-purchased materials that are classified as, Long Lead, with an Estimated Date of Delivery?

Answer: Pumps and cans, generator, ATS, and electrical equipment have all generally been through the shop drawings process and are awaiting on confirmation for estimate dates for delivery.

16. Is St. Johns County Addendum #1, issued January 9, 2023 still in effect?

Answer: Addendum No. 1 dated January 9, 2023 was from previous bid and is no longer valid.

17. Can St. Johns County Procurement provide a list of the work being performed *by others* that are **not** part of this re-bidding phase?
- Site Grading – **Under this contract**
 - Concrete Water Tank – **Performed by others**
 - Landscape – **Under this contract**
 - Fencing – **Under this contract**
 - Trenching – **Under this contract**
 - Piping Installation – **Under this contract (excludes work annotated on C-4 to be performed by others for the tank construction)**
 - Other Installation(s) – **General Contractor is responsible for installations summarized in specifications and noted in the drawings**

18. Sheet No. 57, Dwg. No. E-7: Does the Contractor pay for the “Proposed New FPL Service Pole” permit and installation
Answer: This is the responsibility of the Electrical Contractor to coordinate.

19. Sheet No. 17, Dwg. L4 and Sheet No. 18, Dwg. No. L5 Sheet No. 17, Dwg L4 – LEGEND, state WATER SOURCE 5/8” REUSE METER
- Is this a specified meter? **Standard meter will be provided by the Owner.**
 - Refer to Dwg. No 18, Dwg. No. L5, Water Meter Location – “Contractor shall coordinate with Owner to provide sized meter for irrigation. Contractor shall install meter when received.”
 - Will this be a Change Order to the County? **Standard meter will be provided by the Owner. General Contractor shall include cost for installation of meter in the base bid.**
 - Will the County provide the Contractor with a detail of the meter installation? **Refer to SJCUD standard details for meter installation.**

20. Sheet No. 17, Dwg. No. L4, General Irrigation Notes Detail; Typical Rain Sensor does not indicate the height the sensor set above finish grade. What is the proposed height?
As noted on the detail, the sensor only needs to be high enough that it doesn't get hit by any overspray by sprinkler heads. This plan has no overspray from sprinklers because it is all drip based.
- Typical Rain Sensor Detail shows “LEAD WIRES TO CONTROLLER” The location of the proposed Controller is near the proposed water meter. Can the Controller be relocated to the building? **Relocation to be considered during the shop drawing review process.**
 - What type of Controller is required? **Type of controller is a Single zone Wireless Valve Controller. It is a small disc that sits in the valve box wired to the valve.**
 - How many stations? **Stations to be confirmed during the shop drawing process.**
 - Detail showing installation of Controller? **The 2 wires shown in the Valve Detail would be the 2 wires coming from the sensor in the Rain Sensor Detail. The Controller is a small disc that sits in the valve box. The sensor can be installed at any height, & wherever convenient. As long as it is exposed to direct sunlight and rainfall. So don't mount under a tree or inside of a building.**

21. Sheet No. 57, Drawing E-7, ELECTRICAL SITE PLAN
- Plan denotes IRRIGATION CONTROLLER (NOTE 5)
 - “IRRIGATION CONTROLLER: PROVIDE CONCRETE PEDESTAL WITH DUPLEX TYPE GFI RECEPTACLE WITH WP WHILE IN USE COVER (L-4, ¾”C, 3#12)”

- c. How will the rain sensor wires run from the building to the Controller? **The 2 wires shown in the Valve Detail would be the 2 wires coming from the sensor in the Rain Sensor Detail.**
- d. Is there a Detail for the pedestal mounted Controller? **The Controller is a small disc that sits in the valve box. The sensor can be installed at any height, & wherever convenient. As long as it is exposed to direct sunlight and rainfall. So don't mount under a tree or inside of a building.**

22. Sheet No. 57, Drawing E-7, ELECTRICAL SITE PLAN

- a. Plan denotes "STANDBY GENERATOR" and the Specifications states; "OWNER FURNISHED".
- b. Will the Owner have the generator delivered to the site? **Per specification 01010, Contractor shall be responsible for unloading, storage, and installation of any equipment pre-purchased by the Owner for this project.**
- c. Will the Contractor have to set the generator at the site? **Yes, per specification 01014-1.05D.**
- d. Will the Owner fuel the generator? **Per specification 01014-1.05D – The Owner will provide a full tank volume of fuel at the time of generator startup. The General Contractor shall be responsible for offloading, installing, and providing any additional fuel for the generator necessary if any other equipment testing occurs prior to having permanent power to the pump station.**
- e. Will the Contractor fuel the generator? **Per specification 01014-1.05D – The Owner will provide a full tank volume of fuel at the time of generator startup. The General Contractor shall be responsible for offloading, installing, and providing any additional fuel for the generator necessary if any other equipment testing occurs prior to having permanent power to the pump station.**
- f. Will the Owner supply drawings of the generator to the Contractor, for reference, to ensure the proposed concrete pad is sufficient to hold the generator's weight and footprint? **Cut sheet for generator is provided as an attachment to this addendum.**

23. Sheet No. 4, Dwg. No. C-2 PROPOSED SITE LAYOUT PLAN

- a. Plan calls out for a "12' SOLID WOOD DOUBLE SWING GATE"
 - i. Where is the detail for constructing the gate?
- b. Plan calls out for a "6' SOLID WOOD FENCE PER LDR 6.06.04.8.3.C"
 - i. Where is the detail for the construction of the wood fence?

Answer: In Exhibit B – Construction Plans, Sheet C-2: PROPOSED SITE LAYOUT PLAN, add the following.

"Notes

1. **6' WOODEN STOCKADE FENCE TO BE PROVIDED WITH 4x4x8 PRESSURE TREATED POSTS, 2x4x8 PRESSURE TREATED BACKING RAILS, 1x6x6 PRESSURE TREATED PICKETS, AND HOT DIPPED GALVANIZED RING SHANK NAILS.**
 - a. **ALL POSTS SHALL BE CEMENTED.**
 - b. **THREE BACKING RAILS TO EACH 8' WIDE SECTION**
2. **DOUBLE SWING GATE SHALL BE OF PRESSURE TREATED WOOD."**

24. APPENDIX B – Permits

- a. Is the information on permits forthcoming?

Answer: All permits are included except for the FDEP ERP permit. This will be issued when received. Any building and ROW permits should be obtained by the General Contractor.

Attachments:

- Submittal Data – Caterpillar C13, 350 kW Generator Set

**SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, MARCH, 8TH, 2023 AT
2:00PM EST**

Bidder Acknowledgment

Signature

Printed Name/Title

Respondent Company Name

END OF ADDENDUM NO. 1

Ring Power®



Power Systems Division

500 World Commerce Parkway
St. Augustine, Florida 32092
www.ringpower.com
(904) 737-7730

Submittal Data

Prepared For:
St. John's County BOCC
4010 Lewis Speedway
St. Augustine, FL 32084

Saint John's County Utility Department CR208

Caterpillar C13, 350 kW
Generator Set

Ring Power Project Number: 220730
Project Manager: Justin Melton
Salesman: Brian Martinez

Date:
October 2022

Your North and Central Florida Caterpillar Dealer



Ring Power Corp
500 World Commerce Parkway
St. Augustine, Florida 32092
904-737-7730

Dear Customer:

The submittal information contained in the following pages contains technical data on your project including product specifications, drawings and start-up requirements. Your project is currently "**Hold for Approval**". This document requires your immediate review and concurrence before we can proceed with an equipment order. Please return either the corrected copy with the Letter of Submittal Return or the Letter of Submittal Approval to your Project Manager, Justin Melton, at your earliest convenience.

If you have any general or technical questions please contact them at:

Office: (904) 494-1273
Fax: (904) 651-3627
Email: justin.melton@ringpower.com

If you need pricing assistance with future projects, please contact your sales representative, Brian Martinez, at:

Office: (904) 494-7667
Mobile: (904) 759-5834
Email: brian.martinez@ringpower.com

Thank you,

Peggy Wallace

Peggy Wallace, PMP, MBA
Engineering Manager
Project Management Office
Ring Power Corporation
(904) 494-1290
peggy.wallace@ringpower.com



Power Systems Division

Ring Power Corp
500 World Commerce Parkway
St. Augustine, Florida 32092
904-737-7730

Letter of Submittal Approval
Project # 220730
Project Name: Saint John's County Utility Department CR208

I have reviewed the information contained in the Generator Set Submittal and agree that the products, specifications and content meet the technical requirements of this project. I thereby approve this Engineering Submittal as provided.

Customer Signature

Date

Ring Power Project Manager

Date Received



Letter of Submittal Return
Project # 220730
Project Name: Saint John's County Utility Department CR208

I have reviewed the information contained in the Generator Set, made the applicable changes and returned the original copy for your review and correction.

Customer Signature

Date

Ring Power Project Manager

Date Received

SUBMITTAL TITLE PAGE

Ring Power 

Power Systems Division

Standby Generator
Caterpillar C13 Generator Set

**Saint John's County
Utility Department CR208**

Caterpillar Generator Dealer

Ring Power Systems

500 World Commerce Parkway

St. Augustine, FL 32092

(904) 737-7730

Transfer Switch

ASCO Power Technologies

155 E Wildmere Avenue, Suite 1001

Longwood, FL 32750

(407) 774-4590

Ring Power Generator Contacts

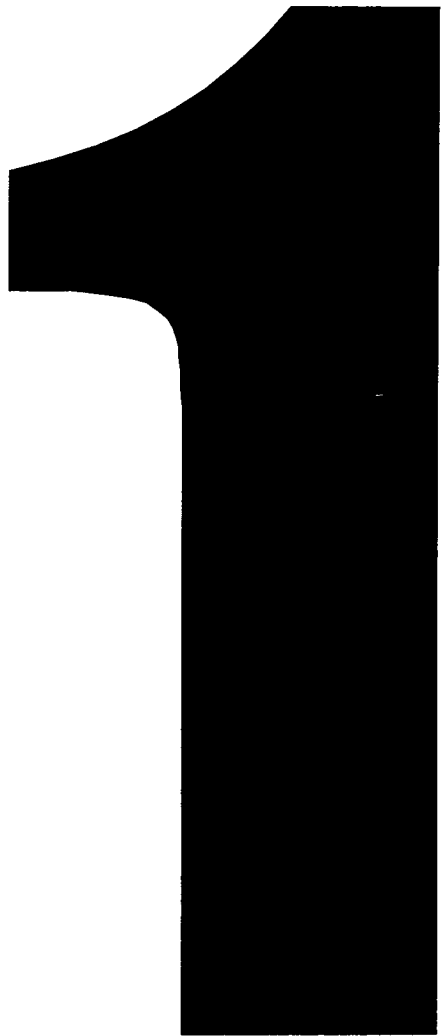
Salesperson: Brian Martinez

Project Manager: Justin Melton

Phone: (904) 651-3627

Email: justin.melton@ringpower.com

Ring Power Job Number: 220730



GENERATOR SET

Cat[®] Electric Power

Generator Set Prototype Testing Certification

This document serves to certify the prototype testing that Caterpillar performs on its generator sets. The Caterpillar reputation for quality is well founded, where hundreds of thousands of Cat generator sets are in use globally. The quality design, manufacture and testing of performance matched components makes Cat generator sets durable, dependable and reliable power sources.

Caterpillar carries out stringent and extensive testing of the generator set to ensure quality, long-lasting reliability and durability for power requirements throughout the world. Prototype testing is an integral part of the generator set evaluation and is performed on the engine, alternator and finally the complete generator set. Prototype test data is used as the basis for performance guidelines for the production of our generator sets globally, as well as the basis for Technical Marketing Information (TMI) published by Caterpillar. Prototype testing will be outlined in three sections: engine prototype testing, alternator prototype testing and generator set prototype testing.

The Caterpillar Technical Marketing Information (TMI) can be provided by a Cat Dealer on request, for each Cat generator set.

Engine Prototype Testing

Caterpillar's commitment to a reliable and durable product starts with the design and development of engine systems at the Caterpillar Technical Centre, globally one of the most modern facilities of its type. The Technical Centre employs state of the art instrumentation and lab testing procedures (physical and predictive) to evaluate engine and component performance before conducting rigorous durability testing equivalent to a life time of simulated operation. The major test work performed on an engine under development in the prototype stages may include, but is not limited to:

- Full and part load engine performance analysis
- Heat rejection data and analysis
- Exhaust emissions measurement and analysis
- Noise spectrum analysis
- Governor transient response
- Startability – cold weather and hot weather
- Fuel consumption analysis
- Lubrication system and oil consumption analysis
- Combustion chamber components (Injectors, pistons, rings, liners, valves, etc)
- Turbocharger performance matching

- Ambient vs Altitude performance analysis
- Component testing (turbochargers, bearings, water pumps, oil pumps, fuel lines, etc)

Engine prototype testing is an integral part of the development of all Cat engines and is performed before any power generation test is attempted. This test is to assist in quality control of the final product and provide a record of the test results for future reference.

Alternator Prototype Testing

A detailed analysis is carried out to ensure the structural and electrical alternator characteristics are matched to the specific Cat engine performance. The alternator design must meet or exceed quality standards commensurate with the quality expected for generator sets operating in Continuous, Prime, Standby and Mission Critical power applications. Alternators are designed and tested to achieve factory works approval by recognised Quality Agencies such as American Bureau of Shipping, Lloyd's Register of Shipping, Bureau Veritas, and Det Norske Veritas. Verification for design and assurance of compliance with design quality standards is performed by a demanding test development program on prototype alternators. The performance test work may include, but is not limited to, the following tests:

- Standard production tests
- Temperature rise heat runs at both at 50 Hz and 60 Hz - at Continuous, Prime and Standby ratings.
- Motor starting capability
- Wave form harmonic analysis
- Wave form pictures
- Saturation curves at no load, short circuit and rated load
- Direct axis synchronous reactance
- Negative sequence reactance
- Zero sequence reactance
- Direct axis transient reactance
- Voltage analysis during load application and rejection
- Voltage wave form deviation
- Voltage unbalance
- Part load readings
- Motorised for no load losses
- Exciter Open and short circuit saturation curve
- Efficiency test
- Verification of compliance for overload, short circuit and overspeed capability
- EMI test
- Telephone influencer factor and telephone harmonic factor

These tests are conducted in accordance with the relevant ISO, NEMA, IEC and BS standards as applicable.

Generator Set Prototype Testing

Caterpillar performs electrical tests and mechanical tests on complete prototype generator sets to ensure that the engine and alternator combination will perform to our demanding quality standards, reliability and durability design targets. The Cat generator set testing incorporates multiple tests to evaluate the generator set - engine and alternator combination. Rigorous complete package testing and evaluation is performed including reliability testing where inspection is carried out for stress, component wear tolerance and signs of fatigue. The entire series of tests may not be required in each case, for example if optional enclosures are not available with the generator set then this will reduce the number of tests required. The testing for the complete generator set evaluation may include, but is not limited to, the following tests:

- Load Acceptance and Rejection
 - ISO8528 Governing Class
 - NFPA110
 - Hot and cold test
 - Full load performance checks
- Cooling System
 - Ambient Clearance at 0, 0.5", 0.75", 1" H₂O restriction and with enclosures (if applicable) at 110%, 100% and 75% loads.
 - Airflow at 0, 0.5", 0.75", 1" H₂O restriction and with enclosures (if applicable)
 - Inlet manifold temperature (charge air return temperature)
 - Hydraulic Tests: Filling, cavitation, drawdown and venting
 - Hot shut down
- Sound Levels
 - Sound pressure levels at 1m, 7m & 15m
 - Sound power levels
- Mounting and linear vibration evaluation
- Torsional analysis
- Control panel functionality testing
- Alternator temperature rise (with optional enclosure fitted)
- Water Ingress (with optional enclosure fitted)
- Generator set enclosure surface temperature
- Circuit breaker temperature and breaker enclosure temperature testing
- Power cable and engine harness temperature testing
- Serviceability
 - Fluid drains
 - Cooling system

- Battery
- Reliability

In conclusion, all Cat generator sets undergo extensive prototype testing, however the Caterpillar commitment to quality does not stop at prototype testing. We believe Caterpillar sets the industry standard with all C32, 3500, C175 and 3600 production engines being 100% dynamometer tested. Every Cat generator set on the production line is tested at full and partial loads, together with full electrical and mechanical tests to ensure the customer receives a Cat quality product.

Materials and specifications are subject to change without notice.
CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow," the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.



ULCERT UL 2200 LISTING

INCLUDES THE FOLLOWING:

ALTERNATOR

Alternator insulation system is UL Recognized (UL 1446). PMG and AREP alternators are available. Automatic voltage regulators are UL Recognized.

WIRE HARNESS

AC, DC, and power harnesses are made with UL Listed wire and UL Listed terminals.

CONTROL PANEL

Control panels are comprised of UL Listed and UL Recognized components. EMCP is UL Recognized.

CIRCUIT BREAKER

Output circuit breaker is 100% rated and UL Listed.

TESTING

All UL Listed sets are designed and rigorously tested in accordance with UL Standard for Safety, UL 2200.

LABELING

Labeling meets UL requirements.

MECHANICAL OPTIONS

Mechanical options do not require UL Listing and, therefore, are not affected. The exceptions to this are:

FUEL TANKS

If a fuel tank is ordered with the unit, it must be UL Listed. Two versions are available: 24 hour integral (FCUL2) and 24/48 hour sub-base (FSBT)

ENCLOSURES

Factory installed enclosures meet UL requirements. Weatherproof and sound attenuated versions are available.

ELECTRICAL OPTIONS

The table below shows electrical options that meet UL requirements:

EOS	Lube Oil Sump Heater
WCA1	Low Coolant Level Shutdown
WSS1	Low Coolant Temperature Alarm
AH1H	Anti-Condensation Heater
WHH	Coolant Heater
GOVES	Electronic Governor (Fully Adjustable)
FSS1	Critical Low Fuel Level Shutdown
FSS2	Low Fuel Level Alarm
FSSS	Critical High Fuel Alarm
PBCSUL	UL Listed Battery Charger
PBC10NU	NFPA Battery Charger, UL Listed

UL Listing is available on all diesel fuelled generator sets up to 17S kW at 60 Hz, 600 vac maximum.

LEHE0410-01 (11-

BUILT FOR IT.

www.Cat.com/electricpower

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Standby & Prime: 60Hz

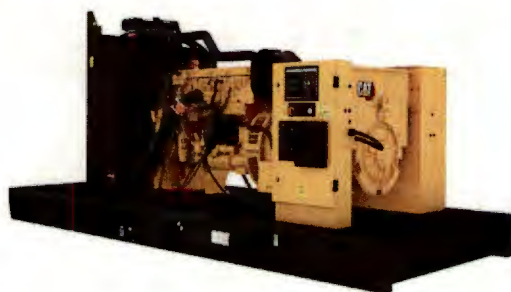


Image shown might not reflect actual configuration

Engine Model	Cat® C13 ACERT™ In-line 6, 4-cycle diesel
Bore x Stroke	130mm x 157mm (5.1in x 6.2in)
Displacement	12.5 L (763 in³)
Compression Ratio	16.3:1
Aspiration	Turbocharged Air-to-Air Aftercooled
Fuel Injection System	MEUI
Governor	Electronic ADEM™ A4

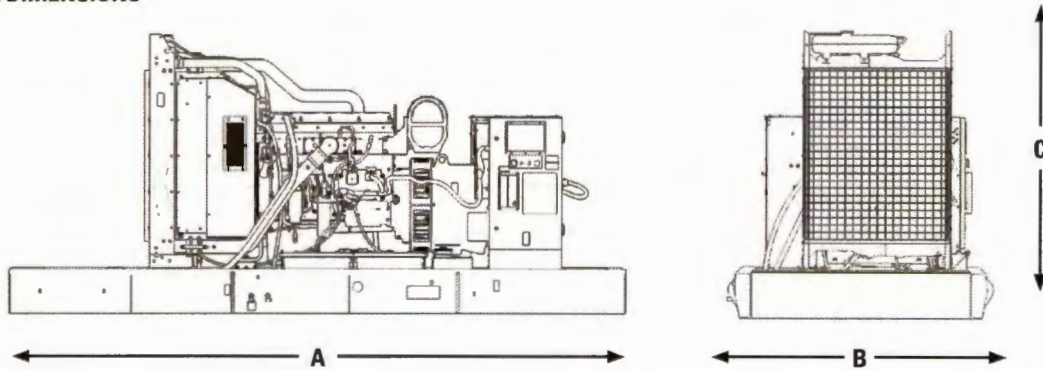
Model	Standby	Prime	Emission Strategy
C13	350 ekW, 437.50 kVA	320 ekW, 400 kVA	TIER III Non-Road

PACKAGE PERFORMANCE

Performance	Standby	Prime
Frequency	60 Hz	
Genset Power Rating	437.50 kVA	400 kVA
Genset power rating with fan @ 0.8 power factor	350 ekW	320 ekW
Emissions	TIER III Non-Road	
Performance Number	EM1692-00	EM1693-00
Fuel Consumption		
100% load with fan, L/hr (gal/hr)	94.3 (24.9)	88.6 (23.4)
75% load with fan, L/hr (gal/hr)	81.9 (21.6)	76.8 (20.3)
50% load with fan, L/hr (gal/hr)	60.2 (15.9)	55.7 (14.7)
25% load with fan, L/hr (gal/hr)	34.3 (9.1)	32.0 (8.5)
Cooling System¹		
Radiator air flow restriction (system), kPa (in. Water)	0.12 (0.48)	0.12 (0.48)
Radiator air flow, m³/min (cfm)	497 (17551)	497 (17551)
Engine coolant capacity, L (gal)	14.2 (3.8)	14.2 (3.8)
Radiator coolant capacity, L (gal)	30 (8)	30 (8)
Total coolant capacity, L (gal)	34 (12)	34 (12)
Inlet Air		
Combustion air inlet flow rate, m³/min (cfm)	24.8 (874.4)	24.2 (855.1)
Max. Allowable Combustion Air Inlet Temp, °C (°F)	49 (120)	49 (121)
Exhaust System		
Exhaust stack gas temperature, °C (°F)	571.2 (1060.1)	563.9 (1047.0)
Exhaust gas flow rate, m³/min (cfm)	73.4 (2591.3)	71.0 (2508.3)
Exhaust system backpressure (maximum allowable) kPa (in. water)	10.0 (40.0)	10.0 (40.0)
Heat Rejection		
Heat rejection to jacket water, kW (Btu/min)	143 (8132)	135 (7703)
Heat rejection to exhaust (total) kW (Btu/min)	360 (20484)	344 (19549)
Heat rejection to aftercooler, kW (Btu/min)	55 (3108)	51 (2881)
Heat rejection to atmosphere from engine, kW (Btu/min)	47 (2694)	47 (2687)

Emissions (Nominal) ²		Standby					Prime				
NOx, mg/Nm ³ (g/hp-hr)		2243.6 (4.5)					1888.6 (3.9)				
CO, mg/Nm ³ (g/hp-hr)		676.7 (1.4)					694.7 (1.4)				
HC, mg/Nm ³ (g/hp-hr)		6.2 (0.01)					7.5 (0.02)				
PM, mg/Nm ³ (g/hp-hr)		39.8 (0.1)					41.9 (0.1)				
Alternator ³											
Voltages	600V	480V	240V	220V	208V	600V	480V	240V	220V	208V	
Motor starting capability @ 30% Voltage Dip	1057 skVA	880 skVA	1089 skVA	930 skVA	839 skVA	1057 skVA	880 skVA	1089 skVA	930 skVA	839 skVA	
Current	421A	526A	4052.5A	1148.1A	1214.4A	394.9A	481A	1052.5A	1049.7A	1110.3A	
Frame Size	LC6124B	LC6114B	LC6114B	LC6114D	LC6114D	LC6124B	LC6114B	LC6114B	LC6114D	LC6114D	
Excitation	AREP	SE	SE	SE	SE	AREP	SE	SE	SE	SE	
Temperature Rise	130 °C	130 °C	130 °C	130 °C	130 °C	105 °C	105 °C	105 °C	105 °C	105 °C	

WEIGHTS & DIMENSIONS



Note: General configuration not to be used for installation. See general dimension drawings for detail.

Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Dry Weight kg (lb)
3505 (138)	1652 (65)	2069 (82)	3696 (8147)

APPLICABLE CODES AND STANDARDS:

AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200, NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-33, 2006/95/EC, 2006/42/EC, 2004/108/EC.

Note: Codes may not be available in all model configurations. Please consult your local Cat Dealer representative for availability.

STANDBY: Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

PRIME: Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated kW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year.

RATINGS: Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

DEFINITIONS AND CONDITIONS

¹ For ambient and altitude capabilities consult your Cat dealer. Air flow restriction (system) is added to existing restriction from factory.

² Emissions data measurement procedures are consistent with those described in EPA CFR 40 Part 89, Subpart D & E and ISO8178-1 for measuring HC, CO, PM, NOx. Data shown is based on steady state operating conditions of 77° F, 28.42 in HG and number 2 diesel fuel with 35° API and LHV of 18,390 BTU/lb. The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% load and thus cannot be used to compare to EPA regulations which use values based on a weighted cycle.

³ UL 2200 Listed packages may have oversized generators with a different temperature rise and motor starting characteristics. Generator temperature rise is based on a 40° C ambient per NEMA MG1-32.

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LEHE1572-03 (05/20)

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GENERATOR DATA

(AT400240)-ENGINE (BAA126422A)-CEM

OCTOBER 26, 2022

For Help Desk Phone Numbers [Click here](#)

Selected Model

Engine: C13	Generator Frame: LC6114D	Genset Rating (kW): 350.0	Line Voltage: 480
Fuel: Diesel	Generator Arrangement: 4183865	Genset Rating (kVA): 437.5	Phase Voltage: 277
Frequency: 60	Excitation Type: Self Excited	Pwr. Factor: 0.8	Rated Current: 526.2
Duty: STANDBY	Connection: SERIES STAR	Application: EPG	Status: Current

Version: 41764 /42159 /42423 /1258

Spec Information

Generator Specification		Generator Efficiency			
Frame: LC6114D	Type: LC	No. of Bearings: 1	Per Unit Load	kW	Efficiency %
Winding Type: RANDOM WOUND	Flywheel: 14.0				
Connection: SERIES STAR	Housing: 1		0.25	87.5	90.6
Phases: 3	No. of Leads: 12		0.5	175.0	93.4
Poles: 4	Wires per Lead: 2		0.75	262.5	94.3
Sync Speed: 1800	Generator Pitch: 0.6667		1.0	350.0	94.3

Reactances	Per Unit	Ohms
SUBTRANSIENT - DIRECT AXIS X''_d	0.1079	0.0568
SUBTRANSIENT - QUADRATURE AXIS X''_q	0.1443	0.0760
TRANSIENT - SATURATED X'_d	0.1538	0.0810
SYNCHRONOUS - DIRECT AXIS X_d	2.8597	1.5060
SYNCHRONOUS - QUADRATURE AXIS X_q	1.7158	0.9036
NEGATIVE SEQUENCE X_2	0.1263	0.0665
ZERO SEQUENCE X_0	0.0080	0.0042

Time Constants	Seconds
OPEN CIRCUIT TRANSIENT - DIRECT AXIS T'_{d0}	1.8550
SHORT CIRCUIT TRANSIENT - DIRECT AXIS T'_d	0.1000
OPEN CIRCUIT SUBTRANSIENT - DIRECT AXIS T''_{d0}	0.0130
SHORT CIRCUIT SUBTRANSIENT - DIRECT AXIS T''_d	0.0100
OPEN CIRCUIT SUBTRANSIENT - QUADRATURE AXIS T''_{q0}	0.1180
SHORT CIRCUIT SUBTRANSIENT - QUADRATURE AXIS T''_q	0.0100
EXCITER TIME CONSTANT T_e	0.0300
ARMATURE SHORT CIRCUIT T_a	0.0150

Short Circuit Ratio: 0.42	Stator Resistance = 0.0127 Ohms	Field Resistance = 0.883 Ohms
---------------------------	---------------------------------	-------------------------------

Voltage Regulation		Generator Excitation		
Voltage level adjustment: +/-	5.0%	No Load	Full Load, (rated) pf	
Voltage regulation, steady state: +/-	0.5%		Series	Parallel
Voltage regulation with 3% speed change: +/-	0.5%	Excitation voltage:	15.49 Volts	65.6 Volts
Waveform deviation line - line, no load: less than	2.0%	Excitation current	0.9 Amps	3.13 Amps
Telephone influence factor: less than	50			

Selected Model

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Generator Mechanical Information

Center of Gravity		
Dimension X	-465.0 mm	-18.3 IN.
Dimension Y	0.0 mm	0.0 IN.
Dimension Z	0.0 mm	0.0 IN.

- "X" is measured from driven end of generator and parallel to rotor. Towards engine fan is positive. See General Information for details
- "Y" is measured vertically from rotor center line. Up is positive.
- "Z" is measured to left and right of rotor center line. To the right is positive.

Generator WT = 1133 kg	* Rotor WT = 442 kg	* Stator WT = 691 kg
2,498 LB	974 LB	1,523 LB

Rotor Balance = 0.0508 mm deflection PTP

Overspeed Capacity = 125% of synchronous speed

Generator Torsional Data

J1 = Coupling and Fan **J2 = Rotor** **J3 = Exciter End**
TOTAL J = J1 + J2 + J3

K1 = Shaft Stiffness between J1 + J2 (Diameter 1) **K2 = Shaft Stiffness between J2 + J3 (Diameter 2)**

J1	K1	Min Shaft Dia 1	J2	K2	Min Shaft Dia 2	J3
17.1 LB IN. s ²	51.8 MLB IN./rad	4.5 IN.	43.4 LB IN. s ²	41.0 MLB IN./rad	4.3 IN.	1.5 LB IN. s ²
1.93 N m s ²	5.85 MN m/rad	115.0 mm	4.9 N m s ²	4.63 MN m/rad	110.0 mm	0.17 N m s ²
			Total J			
			62.0 LB IN. s ²			
			7.0 N m s ²			

Selected Model

Engine: C13 **Generator Frame:** LC6114D **Genset Rating (kW):** 350.0 **Line Voltage:** 480
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Duty: STANDBY **Connection:** SERIES STAR **Application:** EPG **Status:** Current

Version: 41764 /42159 /42423 /1258

Generator Cooling Requirements - Temperature - Insulation Data	
Cooling Requirements:	Temperature Data: (Ambient 40 °C)
Heat Dissipated: 21.2 kW	Stator Rise: 105.0 °C
Air Flow: 66.0 m ³ /min	Rotor Rise: 105.0 °C
Insulation Class: H	
Insulation Reg. as shipped: 100.0 MΩ minimum at 40 °C	
Thermal Limits of Generator	
Frequency:	60 Hz
Line to Line Voltage:	480 Volts
B BR 80/40	456.0 kVA
F BR -105/40	518.7 kVA
H BR - 125/40	570.0 kVA
F PR - 130/40	570.0 kVA
H PR - 150/40	604.2 kVA
H PR27 - 163/27	627.0 kVA

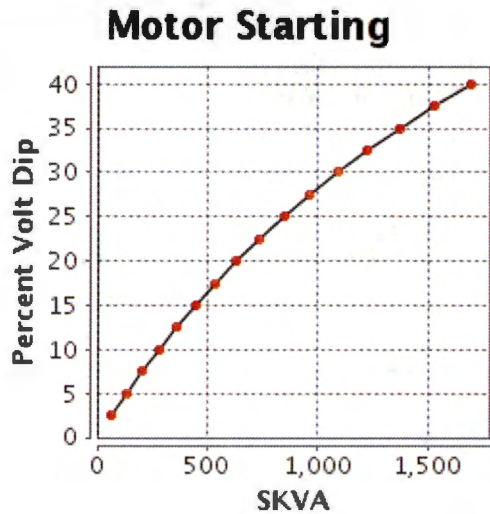
Selected Model

Engine: C13	Generator Frame: LC6114D	Genset Rating (kW): 350.0	Line Voltage: 480
Fuel: Diesel	Generator Arrangement: 4183865	Genset Rating (kVA): 437.5	Phase Voltage: 277
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Duty: STANDBY	Connection: SERIES STAR	Application: EPG	Status: Current

Version: 41764 /42159 /42423 /1258

**Starting Capability & Current Decrement
Motor Starting Capability (0.6 pf)**

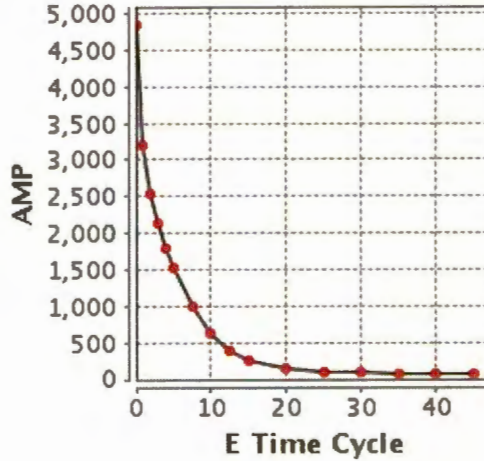
SKVA	Percent Volt Dip
65	2.5
134	5.0
206	7.5
282	10.0
363	12.5
448	15.0
539	17.5
635	20.0
738	22.5
847	25.0
964	27.5
1,089	30.0
1,223	32.5
1,368	35.0
1,524	37.5
1,694	40.0



Current Decrement Data

E Time Cycle	AMP
0.0	4,853
1.0	3,198
2.0	2,542
3.0	2,126
4.0	1,796
5.0	1,518
7.5	989
10.0	633
12.5	396
15.0	258
20.0	141
25.0	100
30.0	84
35.0	78
40.0	75
45.0	74

Current Decrement



Instantaneous 3 Phase Fault Current: 4853 Amps

Instantaneous Line - Line Fault Current: 3872 Amps

Instantaneous Line - Neutral Fault Current: 6486 Amps

Selected Model

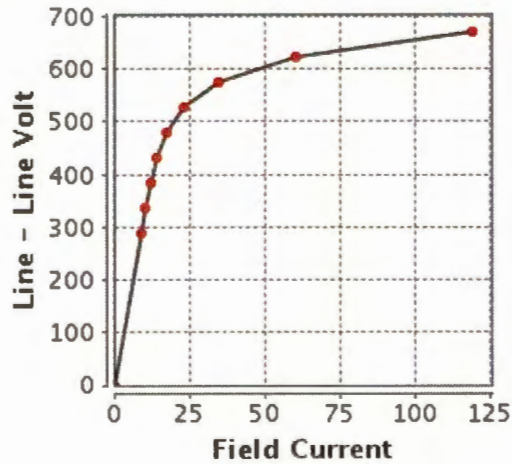
Engine: C13	Generator Frame: LC6114D	Genset Rating (kW): 350.0	Line Voltage: 480
Fuel: Diesel	Generator Arrangement: 4183865	Genset Rating (kVA): 437.5	Phase Voltage: 277
Frequency: 60	Excitation Type: Self Excited	Pwr. Factor: 0.8	Rated Current: 526.2
Duty: STANDBY	Connection: SERIES STAR	Application: EPG	Status: Current

Version: 41764 /42159 /42423 /1258

**Generator Output Characteristic Curves
Open Circuit Curve**

Open Circuit

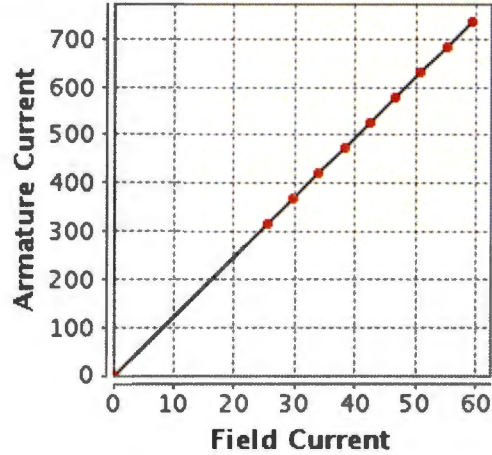
Field Current	Line - Line Volt
0.0	0
9.0	288
10.6	336
12.4	384
14.6	432
17.8	480
23.4	528
34.8	576
60.2	624
119.4	672



Short Circuit Curve

Short Circuit

Field Current	Armature Current
0.0	0
25.5	316
29.7	368
34.0	421
38.2	474
42.5	526
46.7	579
50.9	631
55.2	684
59.4	737



Selected Model

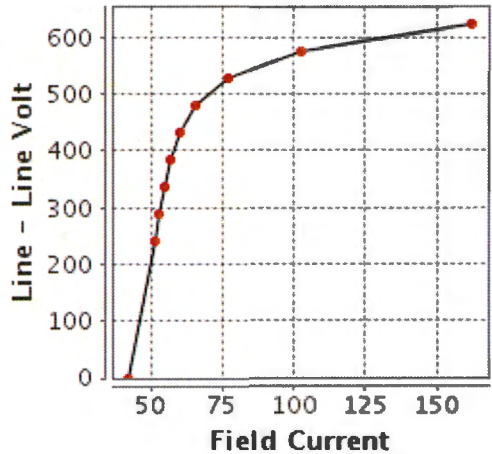
Engine: C13 **Generator Frame:** LC6114D **Genset Rating (kW):** 350.0 **Line Voltage:** 480
Fuel: Diesel **Generator Arrangement:** 4183865 **Genset Rating (kVA):** 437.5 **Phase Voltage:** 277
Frequency: 60 **Excitation Type:** Self Excited **Pwr. Factor:** 0.8 **Rated Current:** 526.2
Duty: STANDBY **Connection:** SERIES STAR **Application:** EPG **Status:** Current

Version: 41764 /42159 /42423 /1258

Generator Output Characteristic Curves
Zero Power Factor Curve

Zero Power

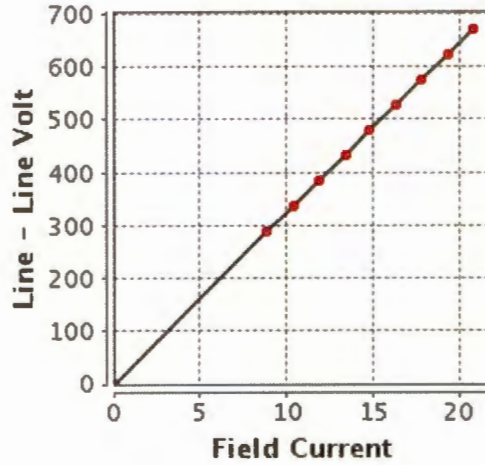
Field Current	Line - Line Volt
42.5	0
51.4	240
53.0	288
54.8	336
57.0	384
60.2	432
65.8	480
77.2	528
102.7	576
162.1	624



Air Gap Curve

Air Gap

Field Current	Line - Line Volt
0.0	0
8.9	288
10.4	336
11.9	384
13.4	432
14.8	480
16.3	528
17.8	576
19.3	624
20.8	672



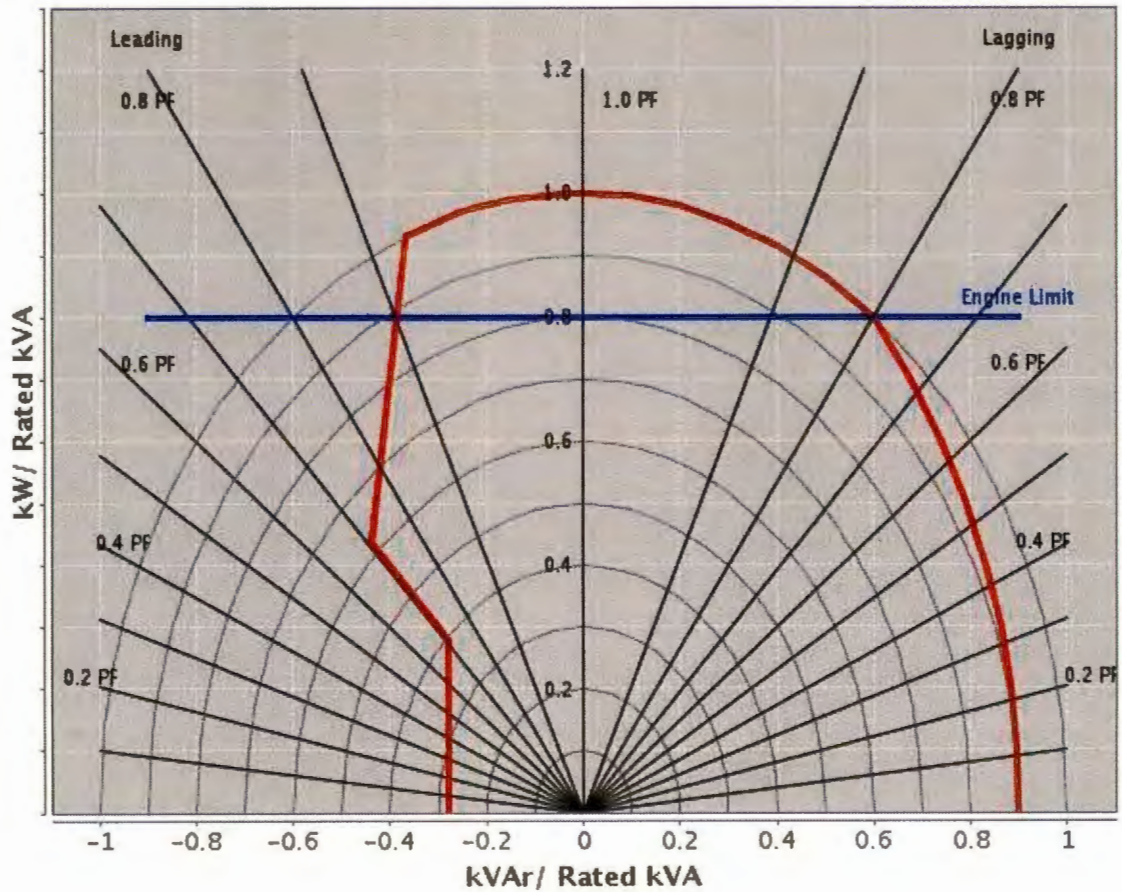
Selected Model

Engine: C13	Generator Frame: LC6114D	Genset Rating (kW): 350.0	Line Voltage: 480
Fuel: Diesel	Generator Arrangement: 4183865	Genset Rating (kVA): 437.5	Phase Voltage: 277
Frequency: 60	Excitation Type: Self Excited	Pwr. Factor: 0.8	Rated Current: 526.2
Duty: STANDBY	Connection: SERIES STAR	Application: EPG	Status: Current

Version: 41764 /42159 /42423 /1258

Reactive Capability Curve

Operating Chart



Selected Model

Engine: C13 **Generator Frame:** LC6114D **Genset Rating (kW):** 350.0 **Line Voltage:** 480
Fuel: Diesel **Generator Arrangement:** 4183865 **Genset Rating (kVA):** 437.5 **Phase Voltage:** 277
Frequency: 60 **Excitation Type:** Self Excited **Pwr. Factor:** 0.8 **Rated Current:** 526.2
Duty: STANDBY **Connection:** SERIES STAR **Application:** EPG **Status:** Current

Version: 41764 /42159 /42423 /1258

General Information

GENERATOR INFORMATION (DM7900)

1. Motor Starting

Motor starting curves are obtained in accordance with IEC60034, and are displayed at 0.6 power factor.

2. Voltage Dip

Prediction of the generator synchronous voltage dip can be made by consulting the plot for the voltage dip value that corresponds to the desired motor starting kVA value.

3. Definitions

A) Generator Keys

Frame: abbreviation of generator frame size

Freq: frequency in hertz.

PP/SB: prime/standby duty respectively

Volts: line - line terminal voltage

kW: rating in electrical kilo watts

Model: engine sales model

B) Generator Temperature Rise

The indicated temperature rises are the IEC/NEMA limits for standby or prime power applications. The quoted rise figures are maximum limits only and are not necessarily indicative of the actual temperature rise of a given machine winding.

C) Centre of Gravity

The specified centre of gravity is for the generator only. For single bearing, and two bearing close coupled generators, the center of gravity is measured from the generator/engine flywheel-housing interface and from the centreline of the rotor Shaft.

For two bearing, standalone generators, the center of gravity is measured from the end of the rotor shaft and from the centerline of the rotor shaft.

D) Generator Current Decrement Curves

The generator current decrement curve indicates the generator armature current arising from a symmetrical three-phase fault at the generator terminals. Generators equipped with AREP or PMG excitation systems will sustain 300% of rated armature current for 10 seconds.

E) Generator Efficiency Curves

The efficiency curve is displayed for the generator only under the given conditions of rating, voltage, frequency and power factor. This is not the overall generating set efficiency curve.

PERFORMANCE DATA [C13DE50]

OCTOBER 26, 2022

For Help Desk Phone Numbers [Click here](#)

Perf No: EM1692

Change Level: 02

General Heat Rejection Emissions Regulatory Altitude Derate Cross Reference Perf Param Ref

[View PDF](#)

SALES MODEL:	C13	COMBUSTION:	DIRECT INJECTION
BRAND:	CAT	ENGINE SPEED (RPM):	1,800
MACHINE SALES MODEL:		HERTZ:	60
ENGINE POWER (BHP):	539	FAN POWER (HP):	20.1
GEN POWER WITH FAN (EKW):	350.0	ADDITIONAL PARASITICS (HP):	9.3
COMPRESSION RATIO:	16.3	ASPIRATION:	TA
RATING LEVEL:	STANDBY	AFTERCOOLER TYPE:	ATAAC
PUMP QUANTITY:	1	AFTERCOOLER CIRCUIT TYPE:	JW+OC, ATAAC
FUEL TYPE:	DIESEL	INLET MANIFOLD AIR TEMP (F):	120
MANIFOLD TYPE:	DRY	JACKET WATER TEMP (F):	192.2
GOVERNOR TYPE:	ELEC	TURBO CONFIGURATION:	SINGLE
ELECTRONICS TYPE:	ADEM4	TURBO QUANTITY:	1
CAMSHAFT TYPE:	STANDARD	TURBOCHARGER MODEL:	GT5002BS 1.60A/R
IGNITION TYPE:	CI	CERTIFICATION YEAR:	2015
INJECTOR TYPE:	EUI	PISTON SPD @ RATED ENG SPD (FT/MIN):	1,854.3
REF EXH STACK DIAMETER (IN):	5		
MAX OPERATING ALTITUDE (FT):	1,640		

INDUSTRY	SUB INDUSTRY	APPLICATION
ELECTRIC POWER	STANDARD	PACKAGED GENSET

General Performance Data [Top](#)

GENSET POWER WITH FAN	PERCENT LOAD	ENGINE POWER	BRAKE MEAN EFF PRES (BMEP)	BRAKE SPEC FUEL CONSUMPTN (BSFC)	ISO BRAKE SPEC FUEL CONSUMPTN (BSFC)	VOL FUEL CONSUMPTN (VFC)	ISO VOL FUEL CONSUMPTN (VFC)
EKW	%	BHP	PSI	LB/BHP-HR	LB/BHP-HR	GAL/HR	GAL/HR
350.0	100	539	311	0.328	0.322	24.9	24.4
315.0	90	484	279	0.337	0.331	23.0	22.6
280.0	80	431	248	0.363	0.356	22.0	21.6
262.5	75	405	234	0.374	0.367	21.4	21.0
245.0	70	380	219	0.380	0.373	20.3	19.9
210.0	60	330	190	0.389	0.382	18.1	17.8
175.0	50	281	162	0.396	0.388	15.7	15.4
140.0	40	233	134	0.397	0.389	13.0	12.8
105.0	30	184	106	0.397	0.389	10.3	10.1
87.5	25	160	92	0.398	0.391	9.0	8.8
70.0	20	134	78	0.403	0.395	7.6	7.5
35.0	10	83.0	48	0.443	0.435	5.2	5.1

GENSET POWER WITH FAN	PERCENT LOAD	ENGINE POWER	INLET MFLD PRES	INLET MFLD TEMP	EXH MFLD TEMP	EXH MFLD PRES	ENGINE OUTLET TEMP	COMPRESSOR OUTLET PRES	COMPRESSOR OUTLET TEMP
EKW	%	BHP	IN-HG	DEG F	DEG F	IN-HG	DEG F	IN-HG	DEG F
350.0	100	539	47.8	120.5	1,271.9	31.8	1,062.6	53	326.0
315.0	90	484	44.8	120.8	1,258.4	29.9	1,046.0	49	313.8
280.0	80	431	46.4	123.8	1,254.4	31.2	1,031.0	51	320.2
262.5	75	405	46.1	123.3	1,248.8	31.0	1,021.9	51	319.5
245.0	70	380	43.8	120.1	1,236.3	29.3	1,010.2	48	311.2
210.0	60	330	38.2	113.7	1,198.6	25.6	980.6	42	288.4

GENSET POWER WITH FAN	PERCENT LOAD	ENGINE POWER	INLET MFLD PRES	INLET MFLD TEMP	EXH MFLD TEMP	EXH MFLD PRES	ENGINE OUTLET TEMP	COMPRESSOR OUTLET PRES	COMPRESSOR OUTLET TEMP
175.0	50	281	31.3	107.2	1,144.4	21.4	942.7	35	257.7
140.0	40	233	22.4	100.5	1,073.3	16.3	897.1	25	214.8
105.0	30	184	13.7	93.7	976.6	11.3	834.1	16	170.6
87.5	25	160	9.7	90.2	917.7	9.1	795.4	12	150.2
70.0	20	134	6.4	86.8	850.2	7.3	749.4	8	132.3
35.0	10	83.0	2.6	83.6	670.2	5.3	599.4	4	109.2

GENSET POWER WITH FAN	PERCENT LOAD	ENGINE POWER	WET INLET AIR VOL FLOW RATE	ENGINE OUTLET WET EXH GAS VOL FLOW RATE	WET INLET AIR MASS FLOW RATE	WET EXH GAS MASS FLOW RATE	WET EXH VOL FLOW RATE (32 DEG F AND 29.98 IN HG)	DRY EXH VOL FLOW RATE (32 DEG F AND 29.98 IN HG)
EKW	%	BHP	CFM	CFM	LB/HR	LB/HR	FT3/MIN	FT3/MIN
350.0	100	539	881.1	2,619.7	3,862.0	4,038.9	846.1	761.4
315.0	90	484	855.8	2,508.3	3,729.7	3,893.1	819.1	739.9
280.0	80	431	878.5	2,549.2	3,839.9	3,996.2	840.8	764.1
262.5	75	405	878.6	2,530.2	3,841.4	3,992.9	839.7	765.1
245.0	70	380	857.9	2,439.7	3,742.1	3,886.3	816.0	744.9
210.0	60	330	801.9	2,220.3	3,481.1	3,609.6	758.0	694.1
175.0	50	281	727.0	1,950.9	3,138.9	3,250.2	684.0	628.2
140.0	40	233	622.6	1,616.8	2,672.7	2,765.1	585.9	540.0
105.0	30	184	517.7	1,277.3	2,206.8	2,279.9	485.4	449.0
87.5	25	160	470.9	1,117.8	1,999.7	2,063.2	437.9	405.9
70.0	20	134	431.9	973.5	1,827.1	1,881.3	395.9	367.9
35.0	10	83.0	390.5	759.0	1,643.9	1,680.7	352.4	332.1

Heat Rejection Data [Top](#)

GENSET POWER WITH FAN	PERCENT LOAD	ENGINE POWER	REJECTION TO JACKET WATER	REJECTION TO ATMOSPHERE	REJECTION TO EXH	EXHAUST RECOVERY TO 350F	FROM OIL COOLER	FROM AFTERCOOLER	WORK ENERGY	LOW HEAT VALUE ENERGY	HIGH HEAT VALUE ENERGY
EKW	%	BHP	BTU/MIN	BTU/MIN	BTU/MIN	BTU/MIN	BTU/MIN	BTU/MIN	BTU/MIN	BTU/MIN	BTU/MIN
350.0	100	539	8,221	2,747	20,731	12,456	2,887	3,178	22,859	54,199	57,735
315.0	90	484	7,677	2,692	19,528	11,690	2,665	2,883	20,512	50,027	53,291
280.0	80	431	7,354	2,887	19,493	11,693	2,551	3,019	18,269	47,897	51,023
262.5	75	405	7,140	2,948	19,197	11,505	2,474	3,018	17,180	46,452	49,483
245.0	70	380	6,842	2,890	18,397	10,985	2,355	2,864	16,104	44,213	47,098
210.0	60	330	6,231	2,840	16,468	9,709	2,099	2,436	13,997	39,401	41,972
175.0	50	281	5,606	2,763	14,165	8,183	1,818	1,892	11,926	34,126	36,352
140.0	40	233	5,098	2,565	11,424	6,395	1,509	1,223	9,874	28,335	30,184
105.0	30	184	4,540	2,136	8,708	4,636	1,194	679	7,809	22,410	23,872
87.5	25	160	4,185	1,844	7,473	3,846	1,037	480	6,765	19,475	20,746
70.0	20	134	3,761	1,539	6,355	3,130	885	333	5,703	16,607	17,691
35.0	10	83.0	2,657	1,328	4,333	1,713	600	168	3,518	11,270	12,005

Emissions Data [Top](#)

Units Filter All Units [v](#)

DIESEL

RATED SPEED NOMINAL DATA: 1800 RPM

GENSET POWER WITH FAN ENGINE POWER	EKW	350.0	262.5	175.0	87.5	35.0
PERCENT LOAD	BHP	539	405	281	160	83.0
TOTAL NOX (AS NO2)	%	100	75	50	25	10
TOTAL NOX (AS NO2)	G/HR	2,428	860	482	497	337
TOTAL CO	G/HR	717	555	540	556	408
TOTAL HC	G/HR	8	15	21	25	42
TOTAL CO2	KG/HR	253	216	158	90	52
PART MATTER	G/HR	52.4	51.5	51.9	27.9	19.1

GENSET POWER WITH FAN		EKW	350.0	262.5	175.0	87.5	35.0
ENGINE POWER		BHP	539	405	281	160	83.0
PERCENT LOAD		%	100	75	50	25	10
TOTAL NOX (AS NO2)	(CORR 5% O2)	MG/NM3	2,274.7	918.1	709.9	1,357.9	1,436.0
TOTAL CO	(CORR 5% O2)	MG/NM3	666.9	590.8	791.1	1,557.0	1,739.8
TOTAL HC	(CORR 5% O2)	MG/NM3	6.2	13.7	27.4	58.5	183.6
PART MATTER	(CORR 5% O2)	MG/NM3	39.4	46.6	64.9	58.9	80.5
TOTAL NOX (AS NO2)	(CORR 5% O2)	PPM	1,108	447	346	661	699
TOTAL CO	(CORR 5% O2)	PPM	534	473	633	1,246	1,392
TOTAL HC	(CORR 5% O2)	PPM	12	26	51	109	343
TOTAL NOX (AS NO2)		G/HP-HR	4.58	2.14	1.73	3.13	4.07
TOTAL CO		G/HP-HR	1.35	1.38	1.93	3.50	4.93
TOTAL HC		G/HP-HR	0.01	0.04	0.08	0.16	0.50
PART MATTER		G/HP-HR	0.10	0.13	0.19	0.18	0.23
TOTAL NOX (AS NO2)		LB/HR	5.35	1.90	1.06	1.10	0.74
TOTAL CO		LB/HR	1.58	1.22	1.19	1.22	0.90
TOTAL HC		LB/HR	0.02	0.03	0.05	0.06	0.09
TOTAL CO2		LB/HR	559	476	348	198	115
PART MATTER		LB/HR	0.12	0.11	0.11	0.06	0.04
OXYGEN IN EXH		%	7.5	9.4	10.6	12.0	14.5
DRY SMOKE OPACITY		%	2.1	1.9	1.6	3.7	2.2
BOSCH SMOKE NUMBER			1.33	1.27	1.05	1.98	1.39

RATED SPEED POTENTIAL SITE VARIATION: 1800 RPM

GENSET POWER WITH FAN		EKW	350.0	262.5	175.0	87.5	35.0
ENGINE POWER		BHP	539	405	281	160	83.0
PERCENT LOAD		%	100	75	50	25	10
TOTAL NOX (AS NO2)		G/HR	2,622	929	521	537	363
TOTAL CO		G/HR	1,341	1,037	1,009	1,039	764
TOTAL HC		G/HR	15	28	41	48	79
PART MATTER		G/HR	102.3	100.4	101.1	54.5	37.3
TOTAL NOX (AS NO2)	(CORR 5% O2)	MG/NM3	2,456.7	991.6	766.7	1,466.5	1,550.9
TOTAL CO	(CORR 5% O2)	MG/NM3	1,247.2	1,104.7	1,479.3	2,911.7	3,253.4
TOTAL HC	(CORR 5% O2)	MG/NM3	11.7	26.0	51.8	110.6	347.1
PART MATTER	(CORR 5% O2)	MG/NM3	76.8	90.9	126.6	114.8	157.0
TOTAL NOX (AS NO2)	(CORR 5% O2)	PPM	1,197	483	373	714	755
TOTAL CO	(CORR 5% O2)	PPM	998	884	1,183	2,329	2,603
TOTAL HC	(CORR 5% O2)	PPM	22	48	97	206	648
TOTAL NOX (AS NO2)		G/HP-HR	4.95	2.31	1.86	3.38	4.39
TOTAL CO		G/HP-HR	2.53	2.58	3.61	6.54	9.23
TOTAL HC		G/HP-HR	0.03	0.07	0.15	0.30	0.95
PART MATTER		G/HP-HR	0.19	0.25	0.36	0.34	0.45
TOTAL NOX (AS NO2)		LB/HR	5.78	2.05	1.15	1.18	0.80
TOTAL CO		LB/HR	2.96	2.29	2.22	2.29	1.68
TOTAL HC		LB/HR	0.03	0.06	0.09	0.11	0.17
PART MATTER		LB/HR	0.23	0.22	0.22	0.12	0.08

Regulatory Information [Top](#)

EPA EMERGENCY STATIONARY		2011 - ----			
GASEOUS EMISSIONS DATA MEASUREMENTS PROVIDED TO THE EPA ARE CONSISTENT WITH THOSE DESCRIBED IN EPA 40 CFR PART 60 SUBPART IIII AND ISO 8178 FOR MEASURING HC, CO, PM, AND NOX. THE "MAX LIMITS" SHOWN BELOW ARE WEIGHTED CYCLE AVERAGES AND ARE IN COMPLIANCE WITH THE EMERGENCY STATIONARY REGULATIONS.					
Locality	Agency	Regulation	Tier/Stage	Max Limits - G/BKW - HR	
U.S. (INCL CALIF)	EPA	STATIONARY	EMERGENCY STATIONARY	CO: 3.5 NOx + HC: 4.0 PM: 0.20	

Altitude Derate Data [Top](#)

STANDARD

ALTITUDE CORRECTED POWER CAPABILITY (BHP)

AMBIENT OPERATING TEMP (F)	30	40	50	60	70	80	90	100	110	120	130	140	NORMAL
ALTITUDE (FT)													
0	539	539	539	539	539	539	539	539	539	531	522	513	539
1,000	539	539	539	539	539	539	539	530	520	511	503	494	539
2,000	539	539	539	539	539	529	519	510	501	492	484	476	537
3,000	539	539	539	528	518	509	500	491	482	474	466	458	521

AMBIENT OPERATING TEMP (F)	30	40	50	60	70	80	90	100	110	120	130	140	NORMAL
4,000	539	529	518	508	499	490	481	472	464	456	448	441	504
5,000	519	508	499	489	480	471	462	454	446	438	431	424	488
6,000	499	489	479	470	461	453	444	436	429	421	414	407	473
7,000	479	470	461	452	443	435	427	419	412	405	398	391	457
8,000	461	451	443	434	426	418	410	403	396	389	383	376	442
9,000	442	434	425	417	409	401	394	387	380	374	367	361	428
10,000	425	416	408	400	393	385	378	372	365	359	353	347	414
11,000	408	399	392	384	377	370	363	357	350	344	338	333	400
12,000	391	383	376	368	361	355	348	342	336	330	325	319	386
13,000	375	367	360	353	347	340	334	328	322	317	311	306	373
14,000	359	352	345	339	332	326	320	314	309	303	298	293	360
15,000	344	337	331	324	318	312	307	301	296	291	286	281	348

Cross Reference [Top](#)

Test Spec	Setting	Engine Arrangement	Engineering Model	Engineering Model Version	Start Effective Serial Number	End Effective Serial Number
0K9331	PP7708	4343726	PG045	LS	PW300001	
0K9331	PP7708	5066872	PG045	LS	PW300001	

Performance Parameter Reference [Top](#)

Parameters Reference: DM9600 - 14

PERFORMANCE DEFINITIONS

PERFORMANCE DEFINITIONS DM9600

APPLICATION: Engine performance tolerance values below are representative of a typical production engine tested in a calibrated dynamometer test cell at SAE J1995 standard reference conditions. Caterpillar maintains ISO9001:2000 certified quality management systems for engine test facilities to assure accurate calibration of test equipment. Engine test data is corrected in accordance with SAE J1995. Additional reference material SAE J1228, J1349, ISO 8665, 3046-1:2002E, 3046-3:1989, 1585, 2534, 2288, and 9249 may apply in part or are similar to SAE J1995. Special engine rating request (SERR) test data shall be noted.

PERFORMANCE PARAMETER TOLERANCE FACTORS: Power +/- 3% Torque +/- 3% Exhaust stack temperature +/- 8% Inlet airflow +/- 5% Intake manifold pressure-gage +/- 10% Exhaust flow +/- 6% Specific fuel consumption +/- 3% Fuel rate +/- 5% Specific DEF consumption +/- 3% DEF rate +/- 5% Heat rejection +/- 5% Heat rejection exhaust only +/- 10% Heat rejection CEM only +/- 10%

Heat Rejection values based on using treated water.

Torque is included for truck and industrial applications, do not use for Gen Set or steady state applications.

On C7 - C18 engines, at speeds of 1100 RPM and under these values are provided for reference only, and may not meet the tolerance listed.

On 3500 and C175 engines, at speeds below Peak Torque these values are provided for reference only, and may not meet the tolerance listed.

These values do not apply to C280/3600. For these models, see the tolerances listed below.

C280/3600 HEAT REJECTION TOLERANCE FACTORS: Heat rejection +/- 10% Heat rejection to Atmosphere +/- 50% Heat rejection to Lube Oil +/- 20% Heat rejection to Aftercooler +/- 5%

TEST CELL TRANSDUCER TOLERANCE FACTORS: Torque +/- 0.5% Speed +/- 0.2% Fuel flow +/- 1.0% Temperature +/- 2.0 C degrees Intake manifold pressure +/- 0.1 kPa
OBSERVED ENGINE PERFORMANCE IS CORRECTED TO SAE J1995 REFERENCE AIR AND FUEL CONDITIONS.

REFERENCE ATMOSPHERIC INLET AIR FOR 3500 ENGINES AND SMALLER: SAE J1228 AUG2002 for marine engines, and J1995 JAN2014 for other engines, reference atmospheric pressure is 100 kPa (29.61 in hg), and standard temperature is 25deg C (77 deg F) at 30% relative humidity at the stated aftercooler water temp, or inlet manifold temp.

FOR 3600 ENGINES: Engine rating obtained and presented in accordance with ISO 3046/1 and SAE J1995 JANJAN2014 reference atmospheric pressure is 100 kPa (29.61 in hg), and standard temperature is 25deg C (77 deg F) at 30% relative humidity and 150M altitude at the stated aftercooler water temperature.

MEASUREMENT LOCATION FOR INLET AIR TEMPERATURE: Location for air temperature measurement air cleaner inlet at stabilized operating conditions.

REFERENCE EXHAUST STACK DIAMETER: The Reference Exhaust Stack Diameter published with this dataset is only used for the calculation of Smoke Opacity values displayed in this dataset. This value does not necessarily represent the actual stack diameter of the engine due to the variety of exhaust stack adapter options available. Consult the price list, engine order or general dimension drawings for the actual stack diameter size ordered or options available.

REFERENCE FUEL DIESEL Reference fuel is #2 distillate diesel with a 35API gravity; A lower heating value is 42,780 KJ/KG (18,390 BTU/LB) when used at 15 deg C (59 deg F), where the density is 850 G/Liter (7.0936 Lbs/Gal).
GAS Reference natural gas fuel has a lower heating value of 33.74 KJ/L (905 BTU/CU Ft). Low BTU ratings are based on 18.64 KJ/L (500 BTU/CU FT) lower heating value gas. Propane ratings are based on 87.56 KJ/L (2350 BTU/CU Ft) lower heating value gas.

ENGINE POWER (NET) IS THE CORRECTED FLYWHEEL POWER (GROSS) LESS EXTERNAL AUXILIARY LOAD Engine corrected gross output includes the power required to drive standard equipment; lube oil, scavenge lube oil, fuel transfer, common rail fuel, separate circuit aftercooler and jacket water pumps. Engine net power available for the external (flywheel) load is calculated by subtracting the sum of auxiliary load from the corrected gross flywheel out put power. Typical auxiliary loads are radiator cooling fans, hydraulic pumps, air compressors and battery charging alternators. For Tier 4 ratings additional Parasitic losses would also include Intake, and Exhaust Restrictions.

ALTITUDE CAPABILITY Altitude capability is the maximum altitude above sea level at standard temperature and standard pressure at which the engine could develop full rated output power on the current performance data set. Standard temperature values versus altitude could be seen on TM2001. When viewing the altitude capability chart the ambient temperature is the inlet air temp at the compressor inlet. Engines with ADEM MEUI and HEUI fuel systems operating at conditions above the defined altitude capability derate for atmospheric pressure and temperature conditions outside the values defined, see TM2001. Mechanical governor controlled unit injector engines require a setting change for operation at conditions above the altitude defined on the engine performance sheet. See your Caterpillar technical representative for non standard ratings.

REGULATIONS AND PRODUCT COMPLIANCE TMI Emissions information is presented at 'nominal' and 'Potential Site Variation' values for standard ratings. No tolerances are applied to the emissions data. These values are subject to change at any time. The controlling federal and local emission requirements need to be verified by your Caterpillar technical representative. Customer's may have special emission site requirements that need to be verified by the Caterpillar Product Group engineer.

EMISSION CYCLE LIMITS: Cycle emissions Max Limits apply to cycle-weighted averages only. Emissions at individual load points may exceed the cycle-weighted limit.

WET & DRY EXHAUST/EMISSIONS DESCRIPTION: Wet - Total exhaust flow or concentration of total exhaust flow Dry - Total exhaust flow minus water vapor or concentration of exhaust flow with water vapor excluded

EMISSIONS DEFINITIONS: Emissions : DM1176

EMISSION CYCLE DEFINITIONS

1. For constant-speed marine engines for ship main propulsion, including,diesel-electric drive, test cycle E2 shall be applied, for controllable-pitch propeller sets test cycle E2 shall be applied.
2. For propeller-law-operated main and propeller-law-operated auxiliary engines the test cycle E3 shall be applied.
3. For constant-speed auxiliary engines test cycle D2 shall be applied.
4. For variable-speed, variable-load auxiliary engines, not included above, test cycle C1 shall be applied.

HEAT REJECTION DEFINITIONS: Diesel Circuit Type and HHV Balance : DM9500

HIGH DISPLACEMENT (HD) DEFINITIONS: 3500: EM1500

RATING DEFINITIONS: Agriculture : TM6008

Fire Pump : TM6009
Generator Set : TM6035
Generator (Gas) : TM6041
Industrial Diesel : TM6010
Industrial (Gas) : TM6040
Irrigation : TM5749
Locomotive : TM6037
Marine Auxiliary : TM6036
Marine Prop (Except 3600) : TM5747
Marine Prop (3600 only) : TM5748
MSHA : TM6042
Oil Field (Petroleum) : TM6011
Off-Highway Truck : TM6039
On-Highway Truck : TM6038

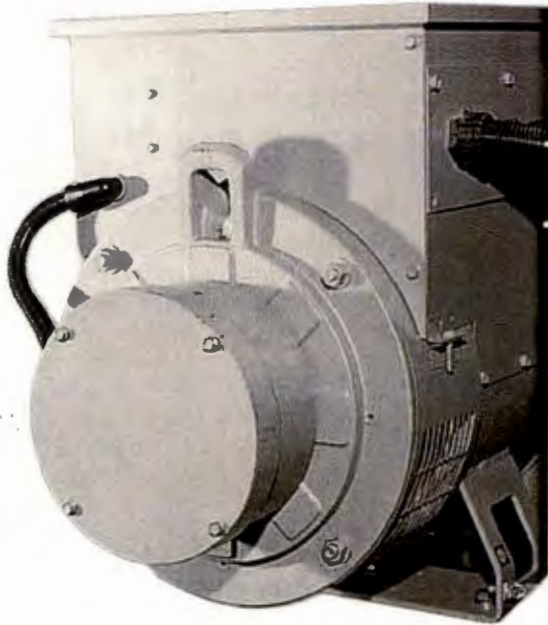
SOUND DEFINITIONS: Sound Power : DM8702
Sound Pressure : TM7080

Date Released : 10/27/21

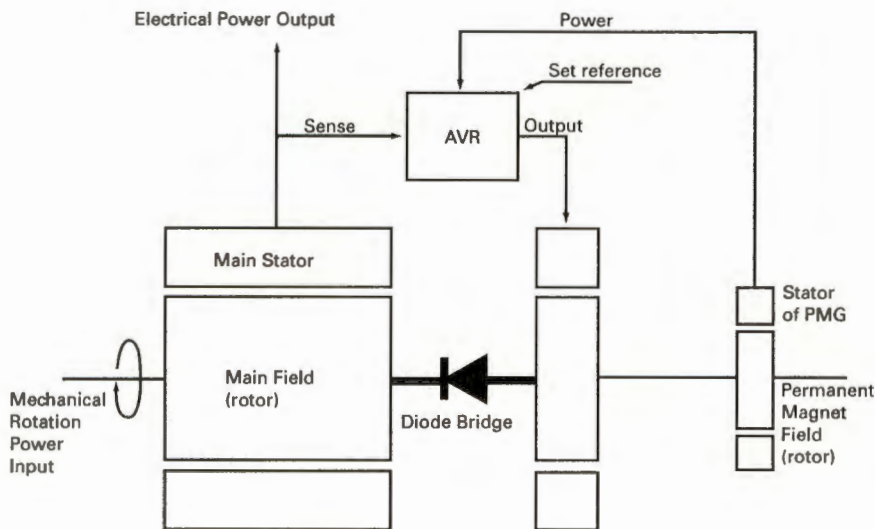
AIR INTAKE SYSTEM		
<i>THE INSTALLED SYSTEM MUST COMPLY WITH THE SYSTEM LIMITS BELOW FOR ALL EMISSIONS CERTIFIED ENGINES TO ASSURE REGULATORY COMPLIANCE.</i>		
MAXIMUM ALLOWABLE INTAKE RESTRICTION WITH CLEAN ELEMENT	15	IN-H2O
MAXIMUM ALLOWABLE INTAKE RESTRICTION WITH DIRTY ELEMENT	25	IN-H2O
MAXIMUM PRESSURE DROP FROM COMPRESSOR OUTLET TO MANIFOLD INLET (OR MIXER INLET FOR EGR)	4.4	IN-HG
MAXIMUM TURBO INLET AIR TEMPERATURE	118	DEG F
MAXIMUM ALLOWABLE STATIC WEIGHT ON AIR INLET	3.7	LB
MAXIMUM ALLOWABLE STATIC BENDING MOMENT ON AIR INLET	1.3	LB-FT
MAXIMUM ALLOWABLE STATIC WEIGHT ON TURBO OUTLET CONNECTION	1.5	LB
MAXIMUM ALLOWABLE STATIC BENDING MOMENT ON TURBO OUTLET CONNECTION	0.3	LB-FT
COOLING SYSTEM		
ENGINE ONLY COOLANT CAPACITY	3.8	GAL
MAXIMUM ALLOWABLE JACKET WATER OUTLET TEMPERATURE	219	DEG F
REGULATOR LOCATION FOR JW (HT) CIRCUIT	OUTLET	
MAXIMUM UNINTERRUPTED FILL RATE	5.0	G/MIN
ENGINE SPEC SYSTEM		
CYLINDER ARRANGEMENT	INLINE	
NUMBER OF CYLINDERS	6	
CYLINDER BORE DIAMETER	5.1	IN
PISTON STROKE	6.2	IN
TOTAL CYLINDER DISPLACEMENT	763	CU IN
STANDARD CRANKSHAFT ROTATION FROM FLYWHEEL END	CCW	
STANDARD CYLINDER FIRING ORDER	1-5-3-6-2-4	
NUMBER 1 CYLINDER LOCATION	FRONT	
STROKES/COMBUSTION CYCLE	4	
EXHAUST SYSTEM		
<i>THE INSTALLED SYSTEM MUST COMPLY WITH THE SYSTEM LIMITS BELOW FOR ALL EMISSIONS CERTIFIED ENGINES TO ASSURE REGULATORY COMPLIANCE.</i>		
MAXIMUM ALLOWABLE SYSTEM BACK PRESSURE	40	IN-H2O
MANIFOLD TYPE	DRY	
FUEL SYSTEM		
MAXIMUM FUEL FLOW FROM TRANSFER PUMP TO ENGINE	88.0	G/HR
MAXIMUM ALLOWABLE FUEL SUPPLY LINE RESTRICTION	8.0	IN-HG
MAXIMUM ALLOWABLE FUEL TEMPERATURE AT TRANSFER PUMP INLET	174	DEG F
MAXIMUM FUEL FLOW TO RETURN LINE FROM ENGINE	65.0	G/HR
MAXIMUM ALLOWABLE FUEL RETURN LINE RESTRICTION	14.8	IN-HG
NORMAL FUEL PRESSURE IN A CLEAN SYSTEM	90.1	PSI
FUEL SYSTEM TYPE	MEUI	

MAXIMUM TRANSFER PUMP PRIMING LIFT WITHOUT PRIMING PUMP	12.1	FT
MAXIMUM ALLOWABLE FUEL TEMPERATURE AT ENGINE OUTLET	225	DEG F
LUBE SYSTEM		
LUBE SYSTEM OIL COOLER TYPE	SHELL & TUBE	
CRANKCASE VENTILATION TYPE	TO ATMOSPHERE	
MOUNTING SYSTEM		
CENTER OF GRAVITY LOCATION - X DIMENSION - FROM REAR FACE OF BLOCK - (REFERENCE TM7077)	20.9	IN
CENTER OF GRAVITY LOCATION - Y DIMENSION - FROM CENTERLINE OF CRANKSHAFT - (REFERENCE TM7077)	9.5	IN
CENTER OF GRAVITY LOCATION - Z DIMENSION - FROM CENTERLINE OF CRANKSHAFT - (REFERENCE TM7077)	0.0	IN
STARTING SYSTEM		
MINIMUM CRANKING SPEED REQUIRED FOR START	100	RPM
LOWEST AMBIENT START TEMPERATURE WITHOUT AIDS	32	DEG F

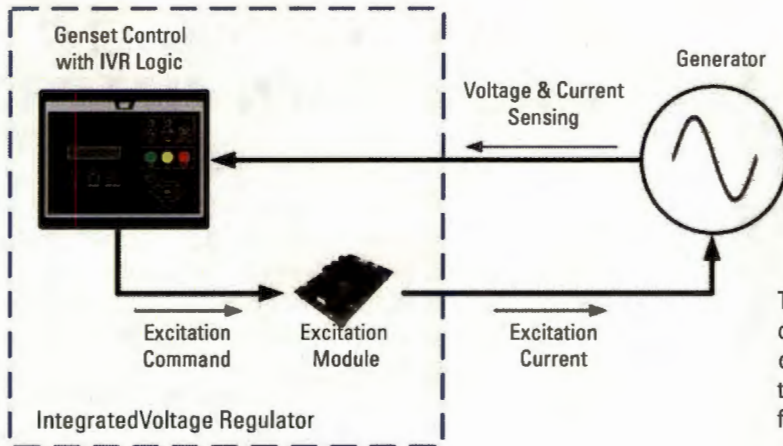
AVR12 – PERMANENT MAGNET GENERATOR



The permanent magnet generator (PMG) option upgrades the excitation system of the generator from the standard self-excited system to a separately-excited system. The PMG couples to the non-drive end of the generator and provides an independent source of excitation power that ensures initial voltage build-up. The PMG improves the voltage response of the generator during transient load application, such as motor starting, and provides a sustained short-circuit current for the operation of protective devices. Isolation of the excitation power ensures that regulation is not affected by non-linear distorting loads.



BLOCK DIAGRAM OF PMG



INTEGRATED VOLTAGE REGULATOR

The Integrated Voltage Regulator (IVR) is designed to provide robust, precise closed-loop control of the generator voltage, optimized transient performance and industry leading feature specification.

Caterpillar is leading the power generation marketplace with power solutions engineered to deliver unmatched flexibility, expandability, reliability and cost-effectiveness.

FEATURES

When used with an Excitation Module, EMCP 4.3/4.4 and IVR-compatible EMCP 4.1/4.2 (B) controllers offers:

- Automatic Voltage Regulation (AVR)
- Programmable stability settings
- Soft start control with an adjustable time setting in AVR control mode
- Dual Slope, Configurable Under Frequency (Volts/Hz) regulation
- Three-phase or single-phase generator voltage (RMS) sensing/regulation in AVR mode
- Setpoint adjustment from the EMCP display or Cat ET ServiceTool
- IVR Operating Status and Voltage Bias Overview screens to provide an enhanced level of user interface
- Integrated Voltage Regulator event monitoring

EMCP 4.3/4.4 and IVR-compatible EMCP 4.2 (B) controllers also offer:

- Power Factor Regulation (PF)
- Reactive Droop compensation
- Line drop compensation

WORLDWIDE PRODUCT SUPPORT

- Worldwide parts availability through the Cat dealer network
- Over 1,800 dealer branch stores operating in 200 countries
- The best product support record in the industry
- Cat dealers provide extensive post sale support including maintenance and repair agreements



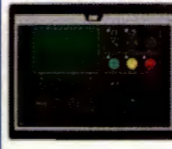
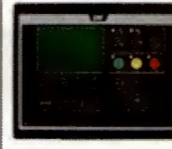
COMPLETE SYSTEM INTEGRATION

Fully designed and factory tested to work seamlessly with Cat generators using Self Excitation (SE), Internal Excitation (IE) or Permanent Magnet (PMG) excitation systems and EMCP controls.

INTEGRATED VOLTAGE REGULATOR



INTEGRATED VOLTAGE REGULATOR FEATURE SPECIFICATION

	EMCP 4.1	EMCP 4.2(B)	EMCP 4.3	EMCP 4.4
   				
SPECIFICATIONS				
No Load to Full Load Regulation	±0.5%	±0.25%	±0.25%	±0.25%
Configurable Volts / Hz Characteristic	•	•	•	•
Configurable Knee Frequency	•	•	•	•
Regulator Response Time	10 ms	10 ms	5 ms	5 ms
Single and Three Phase Sensing	•	•	•	•
Voltage Adjustment Range	± 30%	± 30%	± 30%	± 30%
CONTROL				
Characteristic	•	•	•	•
Excitation Enable Disable Selection	•	•	•	•
Line Loss (I ² R) Compensation	–	•	•	•
Reactive Droop Compensation	–	•	•	•
Power Factor Control Mode	–	•	•	•
PROTECTION ALARMS				
Generator Overvoltage	•	•	•	•
Generator Under voltage	•	•	•	•
Over Excitation	•	•	•	•
Loss of Sensing	•	•	•	•
Generator Reverse VARs	–	•	•	•
Event Log	•	•	•	•
METERING				
EMCP AC Metering	•	•	•	•
EMCP Power Metering	–	•	•	•
Excitation Command Percentage	•	•	•	•
Operating Mode Status Indication	•	•	•	•
VOLTAGE ADJUSTMENT				
EMCP 4 Display Voltage Bias	•	•	•	•
Digital Input (Raise Lower) Voltage Bias ¹	•	•	•	•
Potentiometer Voltage Bias ¹	•	•	•	•
Analog Voltage Bias -Voltage Range ¹	0V to 5V	0V to 5V	-10V to +10V	-10V to +10V
Analog Voltage Bias - Current Range ¹	-	-	0mA to 20mA	0mA to 20mA
Analog Voltage Bias - PWM Range ¹	-	-	0% to 100%	0% to 100%
SCADA (Modbus) Voltage Bias	-	•	•	•

¹Requires an available input on the EMCP 4.

INTEGRATED VOLTAGE REGULATOR



EMCP 4 DISPLAY

EXAMPLE SCREENS - EMCP 4.1/4.2

VOLTS / Hz	
TARGET VOLT	480 V
EXCITATION CMD	4.5 %

VOLTAGE BIAS OVERVIEW	
MANUAL	10.0%
ANALOG	2.0%

Figure 3: IVR Overview Screen

DROOP	-2.0%
TOTAL	10.0%

Figure 4: Voltage Bias Overview Screens

EXAMPLE SCREENS - EMCP 4.3/4.4

IVR OVERVIEW	
OPERATING MODE:	
VOLTS / Hz	
TARGET VOLTAGE	480 V
EXCITATION COMMAND	4.5 %
COMPENSATION	DROOP
GENSET	PAGE DOWN

Figure 5: IVR Overview Screen

VOLTAGE BIAS OVERVIEW	
ACTIVE VOLTAGE BIASING:	
MANUAL	10.0%
ANALOG INPUT	2.0%
DROOP	-2.0%
TOTAL BIAS	10.0%
GENSET	PAGE UP

Figure 6: Voltage Bias Overview Screen

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ADEM™ A4 Engine Controller

The ADEM™ A4 is the main Electronic Control Module (ECM) used on select diesel engines. The ADEM A4 provides a higher degree of control over a large number of combustion variables. The ADEM A4 is designed to control/interface Electronic Unit Injector (EUI) equipped engines. The ADEM A4 engine system is composed of the ADEM A4 ECM, control software, sensors, actuators, fuel injectors, and interface to the generator system. The prime benefit of an ADEM A4 engine system is to better control and maintain the particulate emissions, both steady state and transient, while improving engine performance.

Features

Reliable, Durable

All ADEM A4 controllers are designed to survive the harshest environments.

- Environmentally sealed, die-cast aluminum housing isolates and protects electronic components from moisture and dirt contamination
- Rigorous vibration testing ensures product reliability and durability
- Accuracy maintained from -40°C to 85°C
- Electrical noise immunity to 100 volts / meter
- Internal circuits are designed to withstand shorts to + battery and - battery

Simple Servicing

Each ADEM A4 system works in combination with the Cat® ET service tool software to keep the engine operating at peak performance.

- Displays measured parameters
- Retrieves active and logged event code documenting abnormal system operation
- Performs calibrations and diagnostic tests
- Supports flash programming of new software into the ADEM A4 ECM

Self Diagnostics

Each ADEM A4 ECM has a full compliment of diagnostics. The ECM can detect faults in the electrical system and report those faults to the service technician for quick repair.

- Self-diagnostic capability pinpoints operational problems in need of attention.

Advanced Features

- Enhanced performance from fuel injection timing and limiting
- Adjustable monitoring of vital engine parameters
- Programmable speed acceleration ramp rate
- Data link interfaces

Description

The ECM is housed in an environmentally sealed cast-iron. All wiring connections to the ECM are made using two sealed connectors: a single seventy-pin connector and a single one hundred twenty-pin connector.

Engine Speed Governing

Desired engine speed is calculated by the ECM and held within ± 0.2 Hz for isochronous and droop mode. The ECM accounts for droop that is requested. The proper amount of fuel is sent to the injectors due to these calculations. The ECM also employs cooldown/shutdown strategies, acceleration delays on startup, acceleration ramp times and speed reference.

Fuel Limiting

Warm and cold fuel-air ratio control limits are controlled by the ECM. Electronic monitoring system derates, torque limit, and cranking limit, programmable torque scaling, and cold cylinder cutout mode are standard features.

Fuel Injection Timing

Master timing for injection is controlled by the ECM control. Temperature dependencies are accounted for in the fuel injection calculations.

Electronic Monitoring

Electronic monitoring of vital engine parameters can be programmed. Warning, derate, and shutdown event conditions may be customized by the user.

Information Management

The ECM stores information to assist with electronic troubleshooting. Active and logged diagnostic codes, active events, logged events, fuel consumption, engine hours, and instantaneous totals aid service technicians when diagnosing electronic faults and scheduling preventive maintenance.

Calibrations

Engine performance is optimized through injection timing. Auto/manual sensor calibrations are standard features.

On-Board System Tests

System tests are available to assist in electronic troubleshooting. These tests include: injector activation, injector cutout, and override of control outputs.

Data Link Interfaces

The ADEM A4 communicates with the EMCP via a dedicated communication network.

Electronic Sensing

The following sensing is available on the ADEM A4: oil pressure, fuel pressure, fuel temperature, atmospheric pressure, air inlet temperature, turbo outlet pressure, engine coolant temperature, engine speed, throttle position, exhaust temperature, oil filter pressure differential, fuel filter pressure differential, air filter pressure differential and crankcase pressure.

SPECIFICATIONS

Impervious to:

Salt spray, fuel, oil and oil additives, coolant, spray cleaners, chlorinated solvents, hydrogen sulfide and methane gas, and dust.

Input and output protection

All inputs and outputs are protected against short circuits to +battery and -battery

Input voltage range (24 VDC nominal)

18 to 32 VDC

Mounting

Engine mounted

Reverse polarity protected

Shock, withstands 20g

Temperature range

Operating: -40°C to 85°C (-40°F to 185°F)

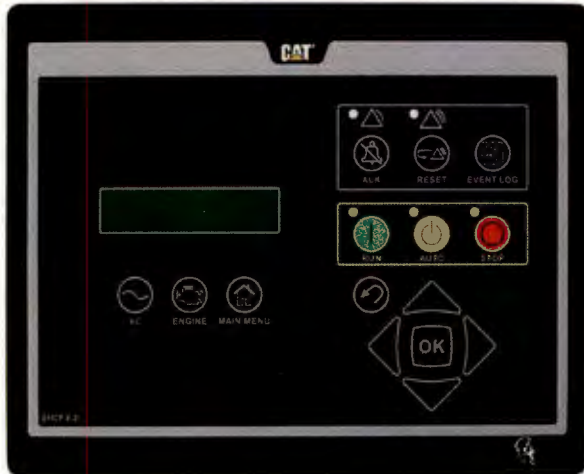
Storage: -50°C to 120°C (-58°F to 248°F)

Vibration

Withstands 8.0g @ 24 to 2 kHz

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Picture shown may not reflect actual configuration

Full range of attachments

- Wide range of system expansion attachments, designed specifically to work with the EMCP 4
- Flexible packaging options for easy and cost effective installation

World wide product support

- Cat dealers provide extensive pre and post sale support
- Cat dealers have over 1,600 dealer branch stores operating in 200 countries

Features

- A 33 x 132 pixel, 3.8 inch, white backlit graphical display denotes text alarm/event descriptions, set points, engine and generator monitoring, and is visible in all lighting conditions.
- Textual display with support for 26 languages
- Advanced engine monitoring is available on systems with an ADEM™ controller.
- Integration with the CDVR and IVR provides enhanced system performance
- Fully featured power metering, protective relaying, engine and generator parameter viewing, and expanded AC metering are all integrated into this controller.
- Real-time clock allows for date and time stamping of diagnostics and events in the control's logs as well as service maintenance reminders based on engine operating hours or calendar days. Up to 40 diagnostic events are stored in the non-volatile memory

EMCP 4.2B GENERATOR SET CONTROLLER

The Cat® EMCP 4.2B offers fully featured power metering, protective relaying and engine and generator control and monitoring. Engine and generator controls, diagnostics, and operating information are accessible via the control panel keypads; diagnostics from the EMCP 4 optional modules can be viewed and reset through the EMCP 4.2B.

Features

- Ability to view and reset diagnostics on EMCP 4 optional modules via the control panel removes the need for a separate service tool for troubleshooting
- Set points and software stored in non-volatile memory, preventing loss during a power outage
- Five levels of security allow for configurable operator privileges
- Programmable security levels for groups of setpoints.
- Programmable kW Relays (3)
- Programmable weekly exerciser timer
- Dealer configurable resistive maps
- Default overview screen
- Real (kW) Load histogram
- Auto mains failure
- Programmable logic functionality
- Selectable units
 - Temperature: °C or °F
 - Pressure: psi, kPa, bar
 - Fuel Consumption: Liter/hr or Gal/hr (U.S. or U.K.)

Standard Features

- Voltage (L-L, L-N)
- Current (Phase)
- Average Volt, Amp, Frequency
- kW, kVAr, kVA (Average, Phase, %)
- Power Factor (Average, Phase)
- kW-hr, kVAr-hr (total)
- Excitation voltage and current (with CDVR)
- Desired Voltage, Excitation Command, Operating Mode (with IVR)
- Generator stator and bearing temp (with optional module)
- kW load histogram

Generator Protection

- Generator phase sequence
- Over/Under voltage (27/59)
- Over/Under frequency (81 O/U)
- Reverse Power (kW) (32)
- Reverse Reactive Power (kVAr) (32RV)
- Overcurrent (50/51)
- Thermal Damage Curve

Engine Monitoring

- Coolant temperature
- Oil pressure
- Engine speed (RPM)
- Battery voltage
- Run hours
- Crank attempt and successful start counter
- Enhanced engine monitoring (with electronic engines)

Engine Protection

- Control switch not in auto (alarm)
- High coolant temp (alarm and shutdown)
- Low coolant temp (alarm)
- Low coolant level (alarm)
- High engine oil temp (alarm and shutdown)
- Low, high, and weak battery voltage
- Overspeed
- Overcrank
- Low Oil Pressure

Control

- Run / Auto / Stop control
- Speed and voltage adjust
- Local and remote emergency stop
- Remote start/stop
- Cycle crank

Inputs & Outputs

- Two dedicated digital inputs
- Three analog inputs
- Six programmable digital inputs
- Eight relay out
- Two programmable digital outputs

Communications

- Primary and accessory CAN data links
- RS-485 annunciator data link
- Modbus RTU (RS-485 Half duplex)

Language Support

Arabic, Bulgarian, Czech, Chinese, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Icelandic, Japanese, Latvian, Lithuanian, Norwegian, Polish, Portuguese, Romanian, Russian, Spanish, Swedish, Turkish

Environmental

- Control module operating temperature: -40°C to 70°C
- Display operating temperature: -20°C to 70°C
- Humidity: 100% condensing 30°C to 60°C
- Storage temperature: -40°C to 85°C
- Vibration: Random profile, 24-1000 Hz, 4.3G rms

Standards

- UL Recognized
- CSA C22.2 No.100,14, 94
- Complies with all necessary standards for CE Certification
 - 98/37/EC Machinery Directive
 - BS EN 60204-1 Safety of Machinery
 - 89/336/EEC EMC Directive
 - BS EN 50081-1 Emissions Standard
 - BS EN 50082-2 Immunity Standard
 - 73/23/EEC Low Voltage Directive
 - EN 50178 LVD Standard
- IEC529, IEC60034-5, IEC61131-3
- MIL STND 461

Optional Modules

CAN annunciator



The EMCP 4 CAN Annunciator serves to display generator set system alarm conditions and status indications.

The annunciator has been designed for use on the accessory communication network and may be used in either local (package mounted) or remote (up to 800 feet) application. A maximum of four annunciators may be used with a single EMCP.

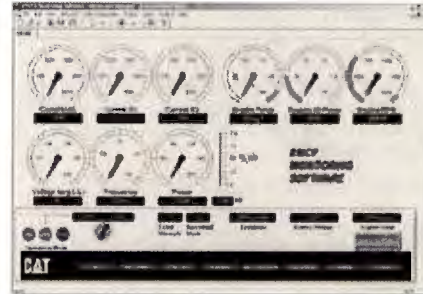
RS-485 annunciator



The EMCP 4 RS-485 Annunciator serves to display generator set system alarm conditions and status indications. The annunciator has been designed for use on the long distance annunciator datalink and is used for remote (up to 4000 feet) application.

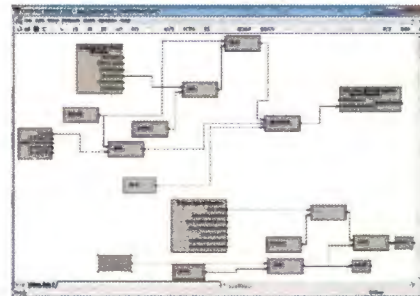
The remote monitoring software allows the user to configure data monitoring and data acquisition processes for monitoring, graphing, and logging of generator set data.

Remote monitoring software



The EMCP remote monitoring software package is a PC based program which allows the user to monitor and control a generator set, and is capable of running on a Windows based operating system. The remote monitoring software allows the user to configure data monitoring and data acquisition processes for monitoring, graphing, and logging of generator set data.

Programmable logic software



The EMCP programmable logic software package is a PC based program which allows the configuration of the programmable logic blocks, and is capable of running on a Windows based operating system. The programmable logic software allows the user to configure logic to change the operation of the EMCP control and interfaces within a limited scope.

Optional Modules (Continued)

Digital Input/output module



The Digital Input/Output (DI/O) module serves to provide expandable Input and Output event capability of the EMCP 4 and is capable of reading 12 digital inputs and setting 8 relay outputs.

The DI/O module has been designed for use on the accessory Communication Network and may be used in either local (package mounted) or remote (up to 800 feet) application.

RTD module

The RTD module serves to provide expandable generator temperature monitoring capability of the EMCP 4 and is capable of reading up to eight type 2-wire, 3-wire and 4-wire RTD inputs.

The RTD Module has been designed for use on the Accessory Communication Network and may be used in either local (package mounted) or remote (up to 800 feet) application. A maximum of one RTD Module may be used with a single EMCP 4.

Thermocouple module

The thermocouple module serves to provide expandable engine and generator temperature monitoring capability of the EMCP 4 and is capable of reading up to twenty Type J or K thermocouple inputs.

The thermocouple module has been designed for use on the primary communication network for engine information and the accessory communication network for generator information. It may be used in either local (package mounted) or remote (up to 800 feet) application. A maximum of one thermocouple modules may be used with a single EMCP 4 on each datalink.

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EMCP 4.1/4.2

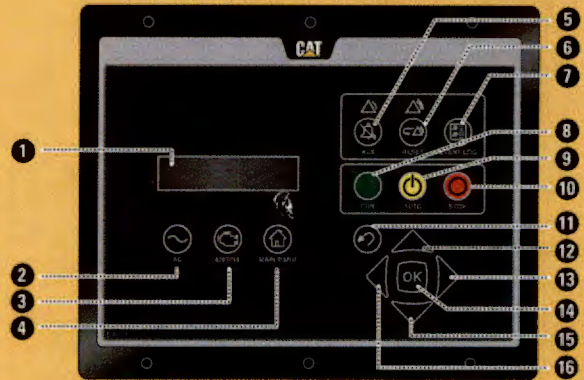
Quick Start Guide

5



Return to RUN / STOP / AUTO as required

OVERVIEW



- | | |
|---|----------------------|
| 1. Display Screen | 9. Auto Key |
| 2. AC Overview Key | 10. Stop Key |
| 3. Engine Overview Key | 11. Escape Key |
| 4. Main Menu/Home Key | 12. Scroll Up Key |
| 5. Alarm Acknowledge/Silence Key with Yellow Warning Lamp | 13. OK Key |
| 6. Event Reset Key with Red Shutdown Lamp | 14. Scroll Right Key |
| 7. Event Log Key | 15. Scroll Down Key |
| 8. Run Key | 16. Scroll Left Key |

To START



Press RUN Key

RUN

CATERPILLAR®
TODAY'S WORK. TOMORROW'S WORLD.™

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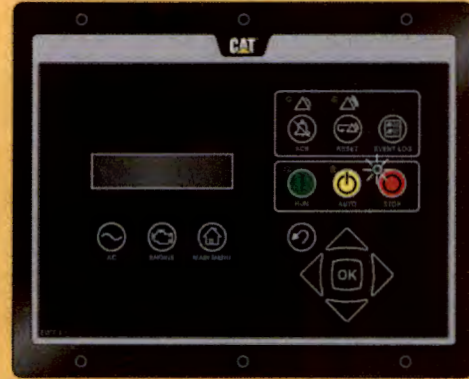
CATERPILLAR®

To STOP



STOP Press STOP Key

2 Fault / Alarm Reset



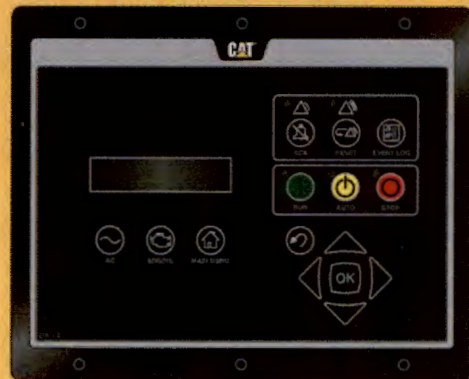
STOP Press STOP Key

AUTO Mode



AUTO Press AUTO Key

3 Fault / Alarm Reset



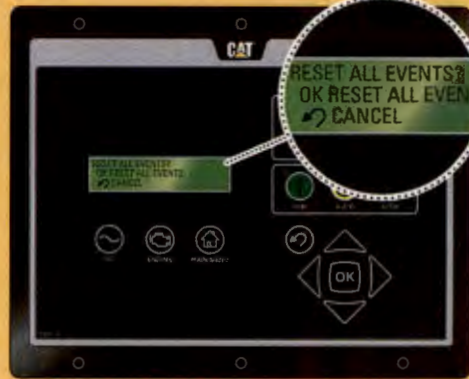
RESET Press RESET key

1 Fault / Alarm Reset Process



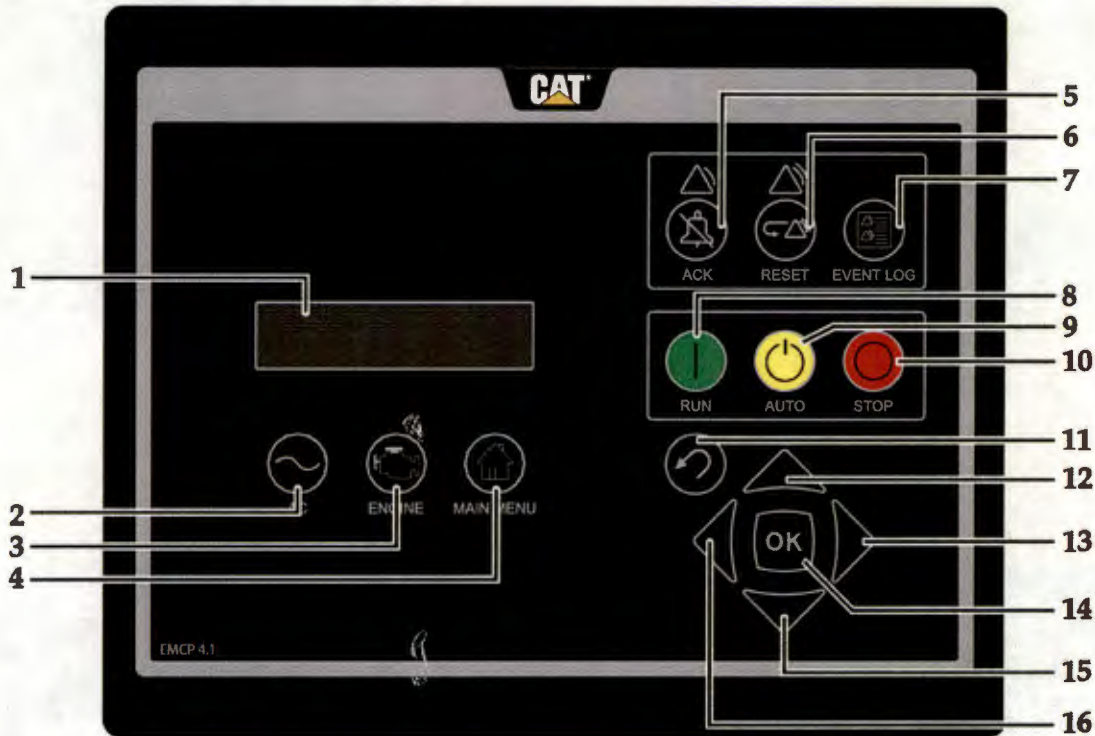
If either of these indication lamps are flashing or solid there is a warning or shutdown

4 Fault / Alarm Reset All. The display will show:



OK Press OK Key to clear all Warnings and / or Shutdowns (or)

Press ESCAPE Key to cancel

APPENDIX B EMCP 4 FRONT VIEW & NAVIGATION KEYS**EMCP 4.1 AND 4.2**

- | | |
|--|------------------------------|
| (1) <i>Display Screen</i> | (9) <i>Auto Key</i> |
| (2) <i>AC Overview Key</i> | (10) <i>Stop Key</i> |
| (3) <i>Engine Overview Key</i> | (11) <i>Escape Key</i> |
| (4) <i>Main Menu Key</i> | (12) <i>Scroll Up Key</i> |
| (5) <i>Alarm Acknowledge/Silence Key with Amber Warning Lamp</i> | (13) <i>Scroll Right Key</i> |
| (6) <i>Event Reset Key with Red Shutdown Lamp</i> | (14) <i>OK Key</i> |
| (7) <i>Event Log Key</i> | (15) <i>Scroll Down Key</i> |
| (8) <i>Run Key</i> | (16) <i>Scroll Left Key</i> |

- | | |
|----------------------------|--|
| (1) SCREEN | Displays various genset information and parameters. |
| (2) AC OVERVIEW | The AC Overview Key will navigate the display to the first screen of AC information. The AC Overview Key information contains various AC parameters that summarize the electrical operation of the generator set. |
| (3) ENGINE OVERVIEW | The Engine Overview Key will navigate the display to the first screen of engine information. The Engine Overview information contains various engine parameters that summarize the operation of the generator set. |

- (4) **MAIN MENU** The Main Menu key will navigate the display to the main menu directly without having to navigate out of menus.
- (5) **ALARM ACKNOWLEDGE / SILENCE** Pressing the Alarm Acknowledge/Silence Key will cause the horn Relay Output to turn off and silence the horn. Pressing the key will also cause any amber or red flashing lights to turn off or to become solid depending on the active status of the alarms. The Alarm Acknowledge/Silence Key may also be configured to send out a global alarm silence on the CAN Data Link which will silence horns on Annunciators, if the CAN Annunciator is configured to respond.
- (6) **EVENT RESET** The Event Reset button will clear all inactive fault conditions.
- (7) **EVENT LOG** The Event Log button will navigate the display to the list of event logs.
- (8) **RUN** Pressing the RUN Key will cause the EMCP to enter the RUN mode.
Note: If a Digital Input is programmed for ECS in Auto, or Stop, and a maintained switch latches that input to make it active, the front panel RUN key will not have any effect.
- (9) **AUTO** Pressing the AUTO Key will cause the EMCP to enter the AUTO mode.
Note: If a Digital Input is programmed for ECS in RUN, or Stop, and a maintained switch latches that input to make it active, the front panel AUTO key will not have any effect.
- (10) **STOP** Pressing the STOP Key will cause the EMCP to enter the STOP mode.
Note: If a Digital Input is programmed for ECS in Auto, or RUN, and a maintained switch latches that input to make it active, the front panel STOP key will not have any effect.
- (11) **ESCAPE** The Escape Key is used during menu navigation in order to navigate up through the menu/sub-menu structure. Each key press causes the user to move backwards/upwards through the navigation menus. The Escape Key is also used to cancel out of data entry screens during setpoint programming. If the Escape Key is pressed during setpoint programming, none of the changes made on screen will be saved to memory. Pressing this key will bring the user back one menu/submenu.
- (12) **SCROLL UP** The Scroll Up Key is used to navigate up through the various menus or monitoring screens. The Scroll Up Key is also used during setpoint entry. During numeric data entry the Scroll Up Key is used in order to increment the digits (0-9). If the setpoint requires selection from a list, the Scroll Up Key is used to navigate through the list.
- (13) **SCROLL RIGHT** The Scroll Right Key is used during setpoint adjustment. During numeric data entry, the Scroll Right Key is used to choose which digit is being edited. The Scroll Right Key is also used during certain setpoint adjustments to select or deselect a check box. If a box has a check mark inside the box, pressing the Scroll Right Key will cause the check mark to disappear, disabling the function. If the box does not have a check mark inside the box, pressing the Scroll Right Key will cause a check mark to appear, enabling the function.

- (14) OK** The OK Key is used during menu navigation to select menu items in order to navigate forward/downward in the menu/sub-menu structure. The OK Key is also used during setpoint programming in order to save setpoints changes. Pressing the OK Key during setpoint programming causes setpoint changes to be saved to memory.
- (15) SCROLL DOWN** The Down Key is used to navigate down through the various menus or monitoring screens. The Down Key is also used during setpoint entry. During numeric data entry the Down Key is used in order to decrement the digits (0-9). If the setpoint requires selection from a list, the Down Key is used to navigate down through the list.
- (16) SCROLL LEFT** The Scroll Left Key is used during setpoint adjustment. During numeric data entry, the Scroll Left Key is used to choose which digit is being edited. The Scroll Left Key is also used during certain setpoint adjustments to select or deselect a check box. If a box has a check mark inside the box, pressing the Scroll Left Key will cause the check mark to disappear, disabling the function. If the box does not have a check mark inside the box, pressing the Scroll Left Key will cause a check mark to appear, enabling the function.

ALARM INDICATORS

AMBER WARNING LIGHT

The Amber Warning Light is located directly above the Alarm Acknowledge/Silence Key (5). A flashing amber light indicates that there are unacknowledged active warnings. A solid amber light indicates that there are acknowledged warnings active. If there are any active warnings, the amber light will change from flashing yellow to solid amber after the Alarm Acknowledge/Silence Key (5) is pressed. If there are no longer any active warnings, the amber light will turn off after the Alarm Acknowledge/Silence Key (5) is pressed.

RED SHUTDOWN LIGHT

The Red Shutdown Light is located directly above the Event Reset Key (6). A flashing red light indicates that there are unacknowledged active shutdown events. A solid red light indicates that there are acknowledged shutdown events active. If there are any active shutdown events the red light will change from flashing red to solid red after the Alarm Acknowledge/Silence Key (5) is pressed. Any condition that has caused an EMCP shutdown event must be manually reset. If there are no longer any active shutdown events, the red light will turn off.



Picture shown may not reflect actual configuration. Shown with Optional Equipment.

Features

- The EMCP 4 annunciator provides sixteen (16) individual points of annunciation, with two (2) LED's included for each point.
- An additional pair of LED's provides status indication of the RS-485 communication network.
- Includes alarm horn with lamp test and alarm acknowledge pushbuttons.
- Configurable to NFPA 99/110 requirements for local and remote annunciation on emergency standby generator systems.
- Provides custom label kit including software for customer's specific alarms and arrangement
- Designed and tested to meet stringent impulse shock and operating vibration requirements
- Uses high quality shielded twisted-triad cable for robust remote communications
- Graphic symbols are provided next to each pair to indicate various alarms and events
- The annunciator can be mounted remotely up to 1200 m (4,000 ft).
- Provides superior visibility of the LED's in direct sunlight.

**EMCP 4
RS-485 Annunciator**

The EMCP 4 RS-485 annunciator serves to display generator set system alarm conditions and status indications. The annunciator has been designed for use on the EMCP 4 RS-485 annunciator data link for remote applications, providing customers with enhanced site flexibility.

The EMCP 4 annunciator is configurable to the standards of NFPA 99/110 for emergency standby generator systems.

Specifications

Technical Data

Electrical

- Battery Voltage Functional Range: 9 to 32 VDC
- Power Consumption
 - Maximum: _ 12 watt at 24 VDC
 - Standby: _ 5 watt at 24 VDC
- Control Power: 12-24 VDC
- Communication: RS-485
- Single, 8-pin Connector
- Alarm
 - Sound Level 80 db

Physical

Weight 2.5 lb or _ 1.13 kg

Environmental

- Operating Temperature -40° C to 70° C
-40° F to 158° F
- Storage Temperature -50° C to 70° C
-58° F to 158° F
- Relative Humidity 90%

Certifications

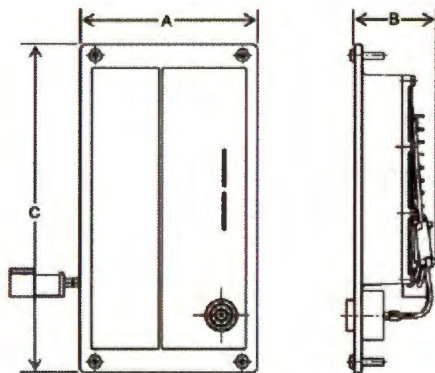
UL Recognized

LED Color Scheme

Each pair of LED's on the annunciator consists of two of three colors: green, yellow and red, which allows for custom configuration of status, warning and shutdown conditions.

The available colors and combinations are:

Row	LED 1	LED 2
1	Red	Yellow
2	Red	Yellow
3	Red	Yellow
4	Red	Yellow
5	Red	Yellow
6	Red	Green
7	Red	Yellow
8	Red	Yellow
9	Red	Yellow
10	Red	Yellow
11	Red	Yellow
12	Red	Yellow
13	Green	Yellow
14	Green	Yellow
15	Red	Green
16	Red	Yellow



LED Color Scheme

- Emergency stop shutdown
- Overcrank shutdown
- Low coolant temperature warning
- High coolant temperature warning/shutdown
- Low oil pressure warning/shutdown
- Overspeed warning/shutdown
- Low coolant level warning/shutdown
- Low fuel level warning/shutdown
- EPS supplying load status
- Control switch not in auto warning
- High battery voltage warning/shutdown
- Low battery voltage warning/shutdown
- BATT charger AC failure warning/shutdown
- Low cranking voltage
- Engine running
- Tier 4 SCR

Annunciator Dimensions		
A	158 mm	6.22 in
B	60 mm	2.37 in
C	288 mm	11.34 in

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2

ACCESSORIES

Circuit Breakers



Picture shown may not reflect actual configuration

**Molded Case
Circuit Breakers:**
100A - 3000A
200 kW - 750 kW Gensets

Quantity of (2) 800Amp

Features

- 100% UL Listing
- Electronic Trip Units
- Double insulation
- Clear indication of breaker status
- Can be used in normal operation in an ambient of -25° and $+70^{\circ}$ C
- Auxiliary contacts available
- Insulating case constructed from fiberglass reinforced synthetic resin
- Anti-corrosion treatment on all metal parts
- Optional 2 or 3 Circuit Breakers

Conformity with International Standards

Circuit Breakers have been designed to comply with these major standards:

- UL 489
- CSA22.2
- IEC 60947-2
- NEMA AB1

C9, C13, C15, C18 Circuit Breakers

Manually Operated Circuit Breakers

Current (A)	Frame	Number of Poles	Interrupting Ratings (kA rms)			Trip Units	(Lugs) Cable Size Range / Phase	Auxiliary Options
			240V	480V	600V			
100	H	3	65	35	18	Electronic LSI	Form C (1NO + 1NC) Shunt Trip 24VDC	
250	J	3	65	35	18			
400	XT5	3	65	35	18	Electronic LS/I (S or I) or LSI	1 Form C + 1 Bell Alarm 60VAC/VDC Shunt Trip 24VDC	
600	XT6	3	65	35	20			
800	XT6	3	65	35	20			
1200	XT7	3	65	50	25			
1600	R	3	65	35	18	Electronic LSI	Form C (1NO + 1NC) Shunt Trip 24VDC	
2000	R	3	65	35	18			
2500	R	3	65	35	18			
3000	R	3	65	35	18			

Circuit Breakers



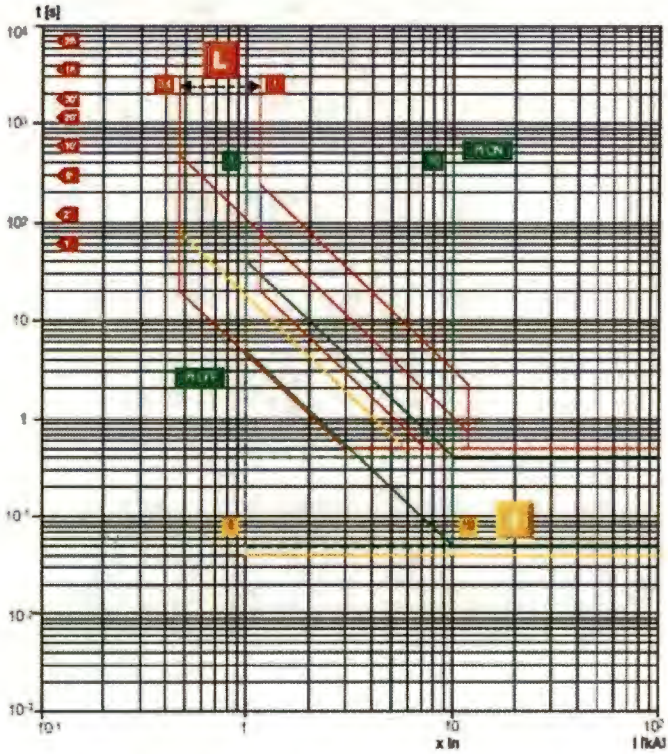
Single Breaker Options (250 – 3000A)

Model	Current (A)	Operation
C9	100	Manually Operated
C9	250	Manually Operated
C9	400	Manually Operated
C9, C13, C15, C18	600	Manually Operated
C9, C13, C15, C18	800	Manually Operated or Electrically Operated
C9, C13, C15, C18	1200	Manually Operated or Electrically Operated
C13, C15, C18	1600	Manually Operated
C15, C18	2000	Manually Operated or Electrically Operated
C18	2500	Manually Operated
C18	3000	Manually Operated or Electrically Operated

Multiple Breaker Options

Model	Main Breaker Box		Auxiliary Box
	1st Breaker (Amps) Manually Operated	2nd Breaker (Amps) Manually Operated	Breaker (Amps) Manually Operated
C9, C13, C15, C18	100	100, 250, 400, 600, 800, or 1200	3rd Breaker: 100, 250 or 400 (Not available if 1st & 2nd Breaker = 1200A)
C9, C13, C15, C18	250		
C9, C13, C15, C18	400		
C9, C13, C15, C18	600		
C9, C13, C15, C18	800		
C9, C13, C15, C18	1200	Not Available	2nd Breaker: 100, 250 or 400
C13, C15, C18	1600		
C15, C18	2000		
C18	2500		
C18	3000		

XT6 Ekip Dip LSI L-S-I Functions



XT6 Ekip Dip LS/I L-S-I Functions

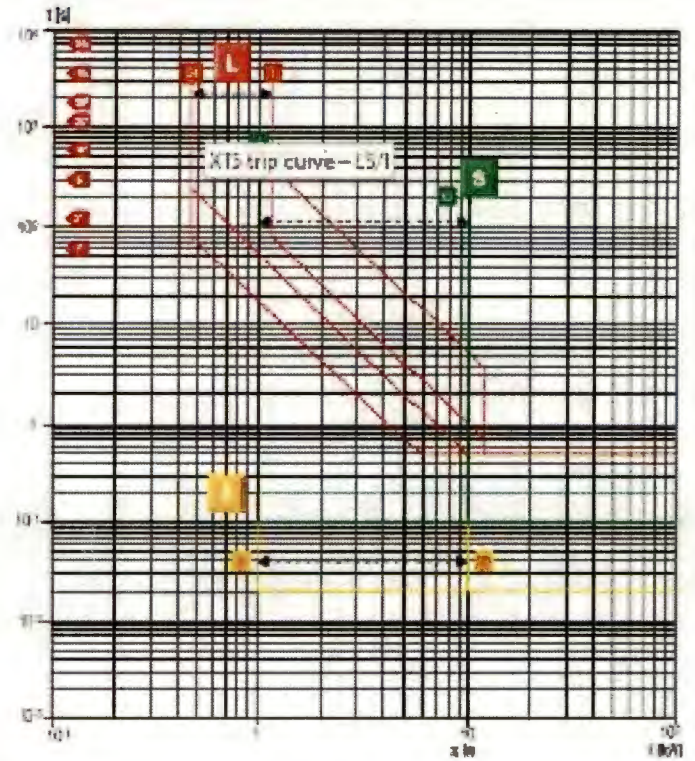


Figure - 7

XT5-XT6 Ekip Dip LS/I L-S-I Functions

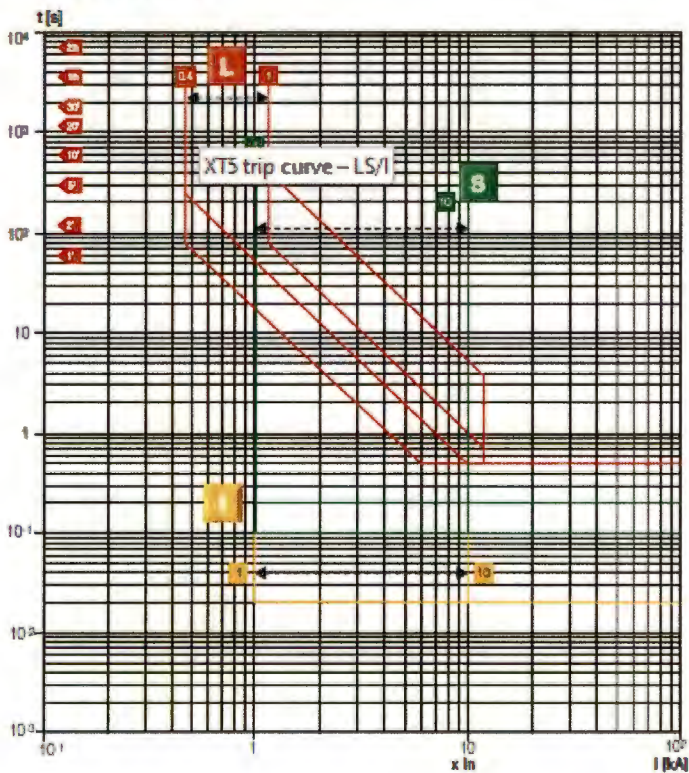


Figure - 8

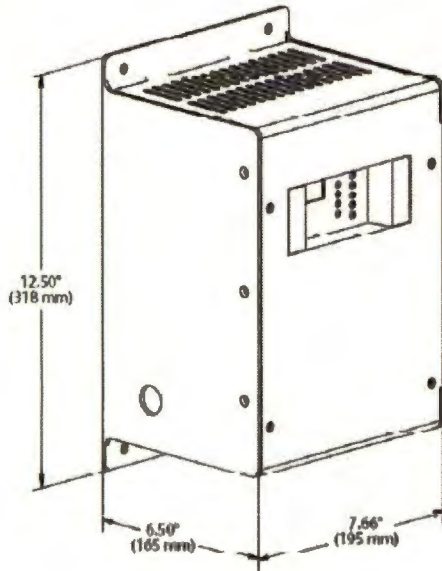


Image Shown may not Reflect Actual Package.

UL 10 Amp Battery Charger

This battery charger offers accurate, automatic charging of lead-acid and nickel cadmium batteries. The output voltage automatically adjusts to changing input, load, battery and ambient conditions. This prevents battery over-charging and consequent loss of battery electrolyte.

Standard features include AC line compensation, precision voltage regulation, current limiting, automatic 2-rate charging, voltmeter and ammeter, temperature compensation and UL Listing.

The user interface is easy to understand with digital metering, NFPA 110 alarms and a battery fault alarm.

Features

- Electronically current limited at 105% of rated output
- Alarm system
- Digital display
- Lightning and voltage transient protection
- Protection of connected equipment against load dump protection
- Constant voltage, current limited, 4-rate automatic equalization
- IP 20 housing
- Temperature compensation
- On board temperature sensor with remote port
- Auto AC line compensation
- Output regulated by sensed battery voltage

Standards

- C-UL listed to UL 1236
- NFPA 70, NFPA 110
- CSA 22.2 No 107 certified
- CE DOC to EN 60335
- IBC Seismic Certification

Specifications

Input supply	110 – 120 V 208 – 240 V
AC and DC fuses	2 input and 2 output)
Output voltage	24V
Output amps	10
Frequency	50 / 60 Hz
Operating temperature	-20°C (-4°F) to +60°C (140°F)
Housing constructed of rustproof anodized Aluminum	

Dimensions			
Width	Depth	Height	Weight
195 mm (7.66 in)	165 mm (6.5 in)	318 mm (12.5 in)	10.4 kg (23 lb)

NFPA 110 alarm package as follows:

- AC on Green led (indication)
- AC fail Red led and form C contact (2A)
- Float mode LED
- Fast charge LED
- Temp comp active LED
- Low battery volts Red led and Form C conta
- High Battery Volts Red led and Form C conta
- Charger fail Red led and Form C conta
- Battery fault Red led and Form C conta
- Battery disconnected
- Battery polarity reversed
- Mismatched charger battery voltage
- Open or high resistance charger to battery connection
- Open battery cell or excessive internal resistance

Feature Codes:

BTC1024 BTC1028 BTC1035 BTC1025 BTC1032

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Cat[®] Batteries



Cat[®] Batteries—Greater Starting Power— Lower Maintenance—Longer Life

Cat Premium High Output (PHO) batteries are used in all Cat Machines and Engine Gen-Sets. They are designed to meet stringent Caterpillar design specifications, which provide industry leading cold cranking amps (CCA) capability and maximum vibration resistance.

Maintenance Free Accessible or low maintenance designs are available in wet and dry configurations.

General Service Line batteries are available in Maintenance Free Accessible or low maintenance designs. Wide selections of BCI group sizes are available for automotive, light truck, bus, industrial, agricultural, marine, recreational and valve regulated (VRLA-AGM & Gel) applications.



Cat® Batteries

World's Toughest Batteries



Premium High Output—Maximum Vibration Resistance

- Vibration Resistance...five times the Industry Standard
- Exclusive "flat top" BCI group 4D & 8D batteries are Maintenance Free Accessible and have the industries highest cold cranking amps (CCA)
- Popular BCI group 31 Maintenance Free Accessible batteries with industry leading cold cranking amps...up to 1000 (CCA), for electric power, machine or on-highway truck and bus applications. Deep cycle models are available for truck, marine or recreational usage

Specifications for Cat Premium High Output Batteries-Available Worldwide

BCI Group Size	Part No.	CCA ~	RC Mins †	Volts	Amp Hr. Capacity @ 20 Hrs.	Construction Notes	Accessibility - Fluid Level Check Hours	Length In (mm)	BCI Overall Dimensions		Nominal Weight		Nominal Acid to Fill Qt (liter)
									Width In (mm)(mm)	Height In	Wet Lb (kg)	Dry Lb (kg)	
8D	153-5720	1500	465	12	210	C/MFA	A - 1000	20.5 (520)	10.8 (275)	9.8 (248)	132 (59.9)	-	-
8D	101-4000	1400	400	12	190	LAC+	A - 1000	20.8 (527)	11.0 (278)	9.8 (248)	132 (59.9)	86 (39.0)	18.0 (17.0)
4D	153-5710	1400	425	12	200	C/MFA	A - 1000	20.5 (520)	8.6 (218)	9.8 (248)	119 (54.0)	-	-
4D	9X-9730	1300	400	12	190	LAC+	A - 1000	20.8 (527)	8.6 (218)	9.8 (248)	120 (54.0)	81 (36.8)	14.8 (14.0)
4D	153-5700	1125	305	12	145	C/MFA	A - 1000	20.5 (520)	8.6 (218)	9.8 (248)	101 (45.8)	-	-
4D	9X-9720	1000	275	12	140	LAC+	A - 1000	20.8 (527)	8.6 (218)	9.8 (248)	102 (45.8)	59 (26.8)	15.9 (15.0)
31	175-4390	1000	180	12	90	C/MFA/S	A - 1000	12.9 (329)	6.8 (172)	9.3 (236)	60 (27.2)	-	-
31	175-4370	825	190	12	100	C/MFA/S**	A - 1000	12.9 (329)	6.8 (172)	9.3 (236)	61 (27.2)	-	-
31	175-4360	710	185	12	100	C/MFA/S***	A - 1000	12.9 (329)	6.8 (172)	9.3 (236)	62 (28.1)	-	-
31/30H	115-2422	1000	170	12	90	C/MFA	A - 1000	12.9 (329)	6.8 (172)	9.5 (241)	63 (28.6)	-	-
31/30H	115-2421	950	170	12	90	C/MFA+	A - 1000	12.9 (329)	6.8 (172)	9.5 (241)	64 (29.1)	44 (20.0)	6.6 (6.2)
31/30H	9X-3404(1)	950	165	12	95/100	C/MF	NA	13.0 (331)	6.8 (172)	9.5 (241)	58 (26.3)	-	-
31/30H	3T-5760	750	165	12	95/100	C/MF	AV - 1000	13.0 (331)	6.8 (172)	9.5 (241)	56 (25.4)	-	-
65	230-6368	880	140	12	70	C/MF	NA	11.9 (304)	7.5 (191)	7.5 (191)	46 (20.9)	-	-
24	153-5656	650	110	12	52	C/MF	NA	11.0 (279)	6.9 (174)	9.0 (229)	39 (17.7)	-	-

Construction Notes:

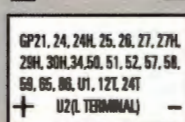
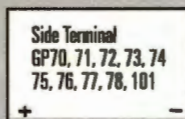
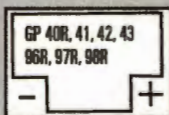
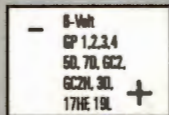
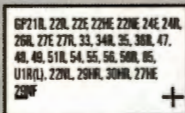
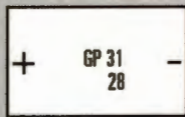
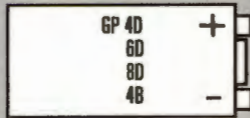
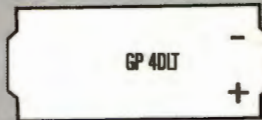
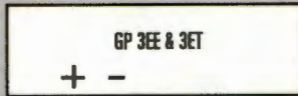
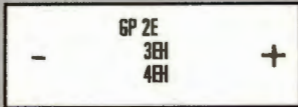
Batteries use SAE taper post design and are shipped wet except as:

- LAC = Low Maintenance - Hybrid Construction
- C = Calcium Lead Alloy Grid Design
- MF = Maintenance Free Non-Accessible
- MFA = Maintenance Free Accessible
- A = Accessible
- NA = Non-Accessible
- AV = Accessibly Varies - Accessibility varies depending on supplier used. If it has caps, it is accessible and fluid levels should be checked.
- S = Stud Terminals
- + = Shipped Dry Only
- * = Side Terminals Only
- ** = Starting and Deep Cycle Battery
- *** = Deep Cycle and Starting Battery
- ~ = Cold Cranking Amps for 30 seconds at 0° F (-18° C)
- † = Reserve Capacity Minutes minimum of 25 amp output at 80° F (27° C)
- SDT = Dual, Top mounted Terminals - Stud and SAE Post. Marine Deep Cycle/Starting Battery
- 1 = Available in EAME and China only

Rugged Design—Built Tough—Reliable Starting

- Positive and negative plates are anchored to container bottom and locked at the top of cell element for maximum vibration resistance.
- Heavy-duty forged terminal post bushings provide maximum strength and resistance to acid seepage.
- Hefty full-frame grids, no sharp edges, optimum acid/paste combination provides better charge acceptance after deep discharge.
- Manifold vented cover with built-in Flame Arrestor...a safety feature that directs corrosive gases away from the battery and hold-downs.
- Thick, robust container resists rugged treatment typical of heavy-duty commercial use. Embossed part number & descriptors for easy serviceability.

BCI Terminal Locations



Transit Bus Terminal for BD Part # 250-0473
One piece end terminal.
Right end of Battery.
1/2" - 13 Steel Positive Stud
3/8" - 16 Steel Negative Stud
Terminal not serviceable

Type B

Cat Premium High Output Batteries — Built Tough to Exceed Demanding Performance Test Requirements:

- 100 hour Vibration Testing – Five Times the Industry Standard**
 Battery must be able to withstand vibration forces without suffering mechanical damage, loss of capacity, loss of electrolyte or without developing internal/external leaks
 Battery must pass a high rate discharge test after the vibration testing
- Five 72-hour Deep Discharge/Recharge Test Cycles**
 Battery must recover to 25 charging amps within 20 minutes and meet Industry Electrical Performance Standards
- 30 Day Complete Discharge Test**
 Battery must recover to 25 charging amps within 60 minutes and meet Industry Electrical Performance Standards after recharging
- SAE J2185 Life Cycle Test**
 Battery subject to deeper discharge and charge cycles at extreme temperatures not normally encountered in starting a machine or vehicle
- Cold Soak Test**
 Battery cold soaked at sub-freezing temperatures and then tested by starting an equally cold engine



Battery Accessories

- Group 31 - Charging Posts for Stud Terminals - Part # 4C-5637
- Screw-in Charging Posts for Side Terminals - Part # 4C-5638
- Wing Nut - Part # 2B-9498 for Part #'s 175-4390/175-4370/175-4360/8C-3628
- Wing Nut - Part # 3B-0723 for Part #'s 8C-3638 and 8C-3639
- Booster Cable 12' (3.66 m) - Part # 4C-4911
- Booster Cable 20' (6.00 m) - Part # 4C-4933
- Heavy Duty Commercial Fast Charger (110V) - Part # 4C-4921
- Heavy Duty Commercial Fast Charger (220V) - Part # 4C-4910

Note: Ratings and Part Numbers are subject to change without notice.



Recycle all scrap batteries.
We accept lead-acid batteries for recycling.

Worldwide Application Flexibility



Marine Commercial Vessels

Maintenance Free Accessible 4D, 8D and Group 31 Batteries. General Service Line valve regulated (VRLA) Gel batteries. High Marine Cranking Amps (MCA) and Deep Cycling capabilities.



Marine Pleasure Craft

Premium High Output BCI Group 31, Dual Terminal Deep Cycle Batteries. General Service Line BCI group 24M, 27M and 8V sizes.



Automotive-Truck-Bus & RV

A wide selection of popular BCI group sizes. Maintenance Free Accessible, Severe Service and Deep Cycle models. Application Specific Group 31 Truck Batteries.



Electric Power Generation

Premium High Output Maintenance Free Accessible and Accessible batteries in BCI group 4D, 8D, & 31 sizes. High Cold Cranking Amp (CCA) Capability. General Service Line valve regulated (VRLA) GM batteries for UPS or stationary power applications.



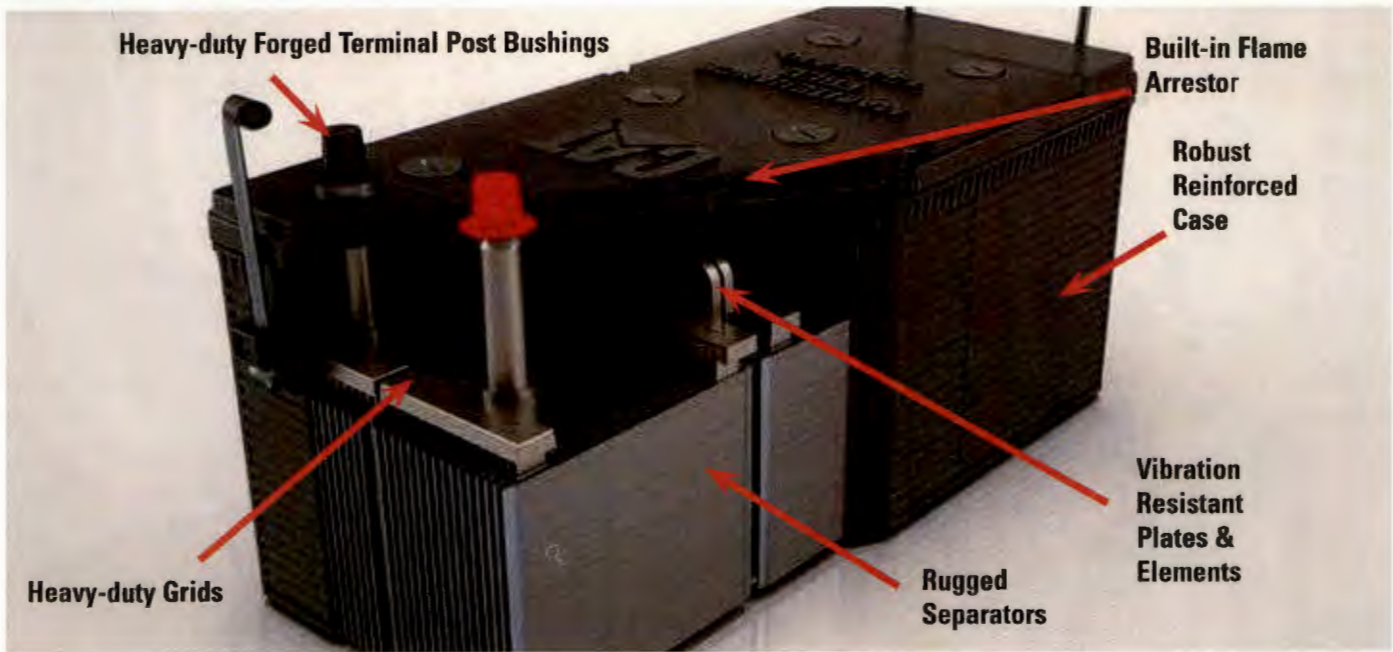
Commercial & Recreational

A wide selection of premium batteries in most BCI group sizes for light commercial, recreational, agricultural and industrial applications.



Construction & Mining

Premium High Output Maintenance Free Accessible batteries. BCI group 4D, 8D and 31 Sizes. Industry leading cold cranking amps (CCA) and maximum vibration resistance.



Robust Components = Long Life + Reliable Starts

- Heavy-duty forged terminal post bushings provide maximum strength and resistance to acid seepage that causes corrosion and black posts. Thicker internal terminal posts provide lower electrical resistance and higher cold cranking amp output.
- Rugged micro porous polyethylene envelope separators protect against “shorts” and vibration damage. Deep Cycle batteries utilize double insulated Glass mat separators for longer cycling life.
- Maintenance Free Accessible batteries utilize calcium lead alloy on both positive and negative plates that reduces gassing and water consumption. Automotive batteries have Silver (Ag) Calcium Alloy Grids for resistance to high underhood temperatures.
- Heavy-duty, full frame battery grids with no sharp edges. An optimum acid/paste combination provides better charge acceptance after a deep discharge.
- Positive and Negative plates are anchored to the container bottom and the cell element is locked at the top for maximum vibration resistance. Straps are thicker, heavier and cast (not welded) into the plates.
- Manifold vented cover with built-in Flame Arrestor...a safety feature that directs corrosive gases away from the battery and hold-downs.
- Robust reinforced case provides extra strength in all temperature extremes. Brickwork design on sides reduces chance of punctures and case flexing. Embossed part number and descriptors for easy serviceability.

CAT DEALERS DEFINE WORLD-CLASS PRODUCT SUPPORT.

We offer you the right parts and service solutions, when and where you need them.

The Cat Dealer network of highly trained experts keeps your entire fleet up and running to maximize your equipment investment.



Pump Style Jacket Water Heater



Pump Style Jacket Water Heater

Image shown may not reflect actual package.

Single Phase 2500 Watts Pump style jacket water heater is a complete coolant preheater. It features an integrated pump that combines the benefits of forced circulation with a compact design that can mount to a variety of small engine applications. Forced circulation of the coolant delivers uniform heating throughout the entire engine, extends element life and offers a significant reduction in electrical consumption.

UL Listed , ULc Listed

240V

Installation provided with shut-off valves

www.Cat-ElectricPower.com

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125 Amp Load Center



125 Amp Load Center



Image shown may not reflect actual package.

SPECIFICATIONS

Line Rated Current	125 A
Number of spaces	8
Number of circuits	16
Number of tandem circuit breakers	8
System Voltage	120/240 V AC
NEMA degree of protection	NEMA 3R outdoor
Electrical connection	Lugs
Wiring configuration	3-wire
Material	Tin plated aluminium busbar
Enclosure material	Galvannealed steel
Cover finish	Gray baked enamel
Product certifications	UL Listed

www.Cat-ElectricPower.com

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C13/C15/C18 SOUND ATTENUATED ENCLOSURES

US Sourced
Diesel Generator Set
350 - 750 kW 60 Hz

Enclosure will be white in color

Picture shown may not reflect actual configuration

Features

Robust/Highly Corrosion Resistant Construction

- Factory installed on skid base
- Environmentally friendly, polyester powder baked paint
- 14 gauge steel
- Interior zinc plated fasteners
- Exterior stainless steel fasteners
- Internally mounted exhaust silencing system
- Designed and tested to comply with UL 2200 Listed generator set package
- Compression door latches providing solid door seal

Excellent Access

- Large cable entry area for installation ease
- Accommodates side mounted single or multiple breakers
- Three doors on both sides
- Vertically hinged allow 180° opening rotation and retention with door stays
- Lube oil and coolant drains piped to the exterior of the enclosure base
- Radiator fill cover

Security and Safety

- Lockable access doors which give full access to control panel and breaker
- Cooling fan and battery charging alternator fully guarded
- Fuel fill, oil fill and battery can only be reached via lockable access
- Externally mounted emergency stop button
- Designed for spreader bar lifting to ensure safety
- Stub-up area is rodent proof

Transportability

These enclosures are of extremely rugged construction to withstand outdoor exposure and rough handling common on many construction sites.

Options

- Enclosure constructed with 14 gauge steel
- Enclosure constructed with 12 gauge aluminum (5052 grade)
- Caterpillar yellow or white paint
- Control panel viewing window
- UL Listed integral fuel tank with 670, 400, and 300 gallon capacities
- UL Listed sub base fuel tank with 660, 1000, 1900, and 2200 gallon capacities.
- Seismic certification per applicable building codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012, IBC 2015 CBC 2007, CBC 2010
- IBC Certification for 150 mph wind loading
- AC/DC lighting package
- 5 kW Canopy space heater to facilitate compliance with NFPA 110
- Motorized louvers and gravity discharge damper
- 125A Load Center
- GFCI outlets

*Not available with aluminum enclosures.

Level 1 Sound Attenuated Enclosure (Steel) Sound Levels

Model	Standby eKW	Cooling Air Flow Rate		Ambient Capability*		Sound Pressure Levels (dBA) at 7m (23 ft) 100% Load
		m ³ /s	cfm	°C	°F	
C13	350	8.5	18010	57	135	74
	400	8.5	18010	56	133	75
C15	350	10.4	22072	59	138	73
	400	10.4	22072	51	124	73
	450	10.4	22072	46	115	74
	500	12.5	26415	48	118	75
C18	550	8.1	17234	45	113	75
	600	8.1	17234	43	109	75
	650	12.7	26909	51	123	75
	700	12.7	26909	48	118	75
	750	12.7	26909	48	118	75

Sound Attenuated Enclosure (Aluminum) Sound Levels

Model	Standby eKW	Cooling Air Flow Rate		Ambient Capability*		Sound Pressure Levels (dBA) at 7m (23 ft) 100% Load
		m ³ /s	cfm	°C	°F	
C13	350	8.5	-	57	135	75
	400	8.5	-	56	133	75
C15	350	10.4	22072	59	138	72
	400	10.4	22072	51	124	73
	450	10.4	22072	46	115	74
	500	12.5	26415	48	118	75
C18	550	8.1	17234	45	113	76
	600	8.1	17234	43	109	76
	650	12.7	26909	51	123	76
	700	12.7	26909	48	118	76
	750	12.7	26909	48	118	76

Level 2 Sound Attenuated Enclosure (Steel) Sound Levels

Model	Standby eKW	Cooling Air Flow Rate		Ambient Capability*		Sound Pressure Levels (dBA) at 7m (23 ft) 100% Load
		m ³ /s	cfm	°C	F	
C13	350	7.2	15256	50	122	70
	400	7.2	15256	50	122	70
C15	350	10.4	22071	50	122	72
	400	10.4	22071	50	122	72
	450	10.4	22071	50	122	72
	500	12.5	26415	50	122	72

*Cooling system performance at sea level. Consult your Cat® dealer for site specific ambient and altitude capabilities.

Note: Sound level measurements are subject to instrumentation, installation and manufacturing variability, as well as ambient site conditions.

Component Weights to Calculate Package Weight

Model	Standby eKW	Narrow Skid Base		Wide Skid Base		Sound Attenuated Enclosure (Steel)		Sound Attenuated Enclosure (Aluminum)	
		kg	lb	kg	lb	kg	lb	kg	lb
C13	350	253	578	579	1276	1245	2745	765	1687
	400								
C15	350	273	602	465	1025	1245	2745	765	1687
	400								
	450								
	500								
C18	550	301	664	466	1027	1301	2868	817	1801
	600								
	650	286	630	637	1404	1393	3071	887	1955
	700								
	750								

Sound Attenuated Enclosure on Skid Base

Model	Standby eKW	Length "L"		Width "W"		Height "H"	
		mm	in	mm	in	mm	in
C13	350	4948	194.8	2014	79.3	2320	91.3
	400						
C15	350	4948	194.8	2014	79.3	2320	91.3
	400						
	450						
	500						
C18	550	5183	204.0	2014	79.3	2262	89.0
	600						
	650	5230	205.9	2315	91.1	2253	88.7
	700						
	750						

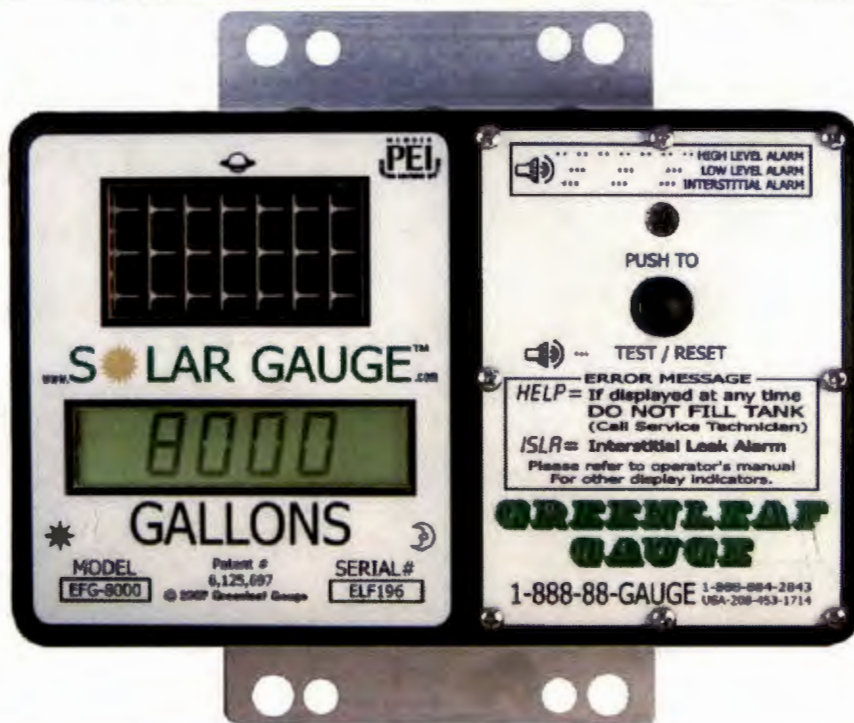


MODELS: EFG-8000-I, EFG-8000-R, EFG-8000-N

SOLAR POWERED ELECTRONIC TANK GAUGE

Available in 3 basic models

- **EFG-8000-I,**
The gauge displayed to the left with Interstitial, low, & high alarms and data output.
- **EFG-8000-R**
Similar to the gauge displayed with low, & high alarms and data output.
- **EFG-8000-N**
Similar to the gauge displayed with no alarm options, but with a data output.



The new EFG-8000 SOLAR GAUGE™ offers the latest in accurate digital tank monitoring with additional product options for external alarms and controls in one easy to install system. Both the gauge and the alarm are powered by a solar cell charging a Nickel Metal-Hydride battery, plus a lithium back up battery. This system eliminates the need for any external power supply, thus reducing the high cost of installation.

LOW LIGHT APPLICATIONS

A **battery model** is available if it is necessary to install the gauge console in a location which does not offer a sufficient amount of sun light.

- Monitors tanks from 9" to 516" tall
- Solar powered gauge and alarm with customer replaceable backup battery.
- Requires NO external power supply. Gauge will operate uninterrupted for days, weeks, months and years when the power is out!
- Six digit LCD display monitors tanks up to 99,990 units - gallons, liters, inches or %.
- Diagnostic capabilities to assist during installation, programming, and operation.
- Functional test port provided on the outside of the transducer for simulating an actual HIGH LEVEL ALARM liquid condition.
- Optional interface modules available for 4-20 ma. Controls, High and/or low pump controls, remote alarms, remote digital displays with many visual & audible alarm options.

Contact your distributor
for more information.



Sales Office
 20675 N. Friends Road
 P. O. Box 309
 Greenleaf, ID 83626
 USA



888-884-2843
 888-884-4145 - Fax
 Outside USA
 208-453-1714
 208-459-3365 - Fax

A Division of I.T.M. Electronics, Inc.

Specifications EFG-8000

Supply Source: Solar cell
 Battery power: Nickel Metal-Hydride
 Solar rechargeable battery
 Backup power: Lithium battery
 Accuracy: +/- 1.0% optimal
 +/- 2.0% typical
 Housing: AL / Plastic, NEMA4 equiv.
 5.75"H (8.5" H w/ mounting
 brackets) x 9.25 W x 1.50" D
 Display: 6 Digit LCD Digital
 Expansion: Data output available only
 to our optional products
 Operating
 Temperature: -30° F to 140° F
 Warranty: 1 Year

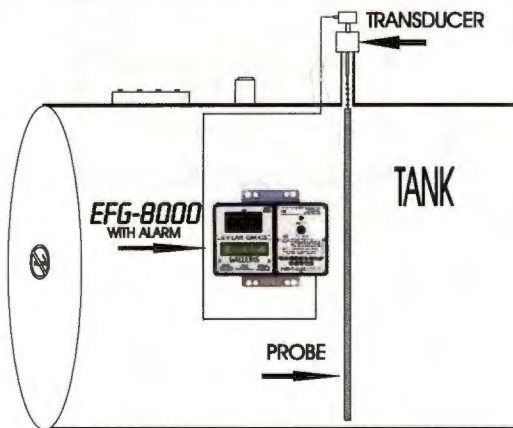
OPTIONAL EQUIPMENT

INTERSTITIAL ALARM ASSEMBLY: A normally closed circuit which provides an input for visual and audible alarms when liquid is detected in the interstitial area.

DATA CONVERTERS: Available for High and/or Low tank level outputs for alarms or pump controls. A 4-20 mA control signal is also available separate or all together.

REMOTE INDOOR MONITORS: Provides the option to monitor tanks from a remote location, both tank quantity and alarms. Ideal for offices & C stores. Powered by 120v plug-in power supply.

REMOTE HIGH/LOW LEVEL ALARMS: Audible and Visual LED or strobe light alarm options are available.



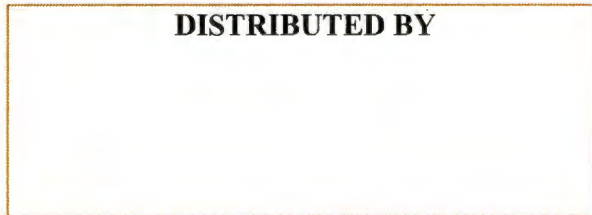
INSTALLATION

The Solar Gauge needs to be installed in order to allow the gauge to receive at least one hour of direct sunlight each 24 hour period. Battery models are available if this is not practical. The manufacturer's specifications concerning installation of the gauge and transducer, requires the wire connecting the transducer and gauge, in addition to the connectors, to be protected from the elements and other possible physical damages by the use of appropriate electrical items such as conduit and junction boxes. Precautions must also be taken to keep moisture from entering the gauge console. The manufacturer will not be responsible for problems arising from improper equipment installation.

FDEP APPROVALS:

EQ-713 Overfill Protection, EQ-714 Interstitial Monitoring

DISTRIBUTED BY



CALIBRATION

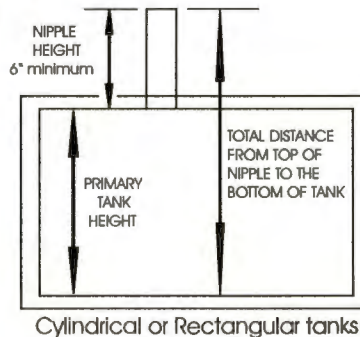
Typically, all SOLAR GAUGE products have been per-calibrated by the manufacturer. These calibrations are based on the following information: Size and dimensions of the tank, actual tank capacity, type of liquid to be measured, the desired high level over fill alarm value, low level warning alarm value, and the off-set value to compensate for the unusable fuel to be left in the tank. Calibration adjustments can also be easily accomplished by the operator in the field if necessary.

OPERATION

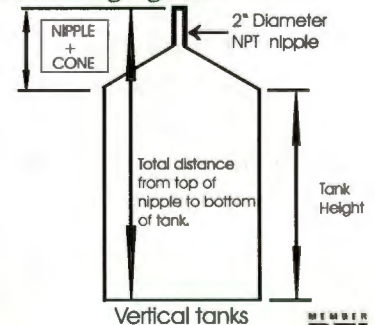
As liquid is added to, or removed from the tank, the changing buoyancy of the probe reflects the changing volume in the tank via the digital display. The gauge can be easily calibrated to read out in gallons, liters, pounds, inches, or % of tank full. Being solar powered, the gauge requires no external supply voltage.

ORDERING INFORMATION

Probes are custom manufactured according to the tank height and type of liquid to be measured. Please provide: 1. Nipple length plus height above tank 2. Primary tank height 3. Total distance from top of the 2" NPT pipe nipple to the bottom of tank 4. Type of liquid to be measured 5. Shape of the tank 6. Amount of wire needed between the gauge and transducer. Gauge accuracy is directly related to the accuracy of the information supplied with the order. For the best performance, we recommend a minimum 4" long pipe nipple. Check out our web site. www.solargauge.com



Cylindrical or Rectangular tanks



Vertical tanks

M Model 9095A Overfill Prevention Valve

SPECIFICATION SHEET

The 9095A Overfill Prevention Valve is installed at the fill port of a storage tank. Used in a pressurized tight fill application, the valve helps prevent tank overfills by closing when the liquid level reaches a pre-set warning level (90-95% full). The valve is installed through a 4" or 6" threaded opening and has a built-in bleed hole that allows the fill hose pressure to be relieved after the valve closes. This bleed hole also provides anti-siphon protection for the valve. When installed to manufacturer requirements, the Morrison Fig. 9095A Overfill Prevention Valve can eliminate hazardous liquid spills.

The valve can be used in conjunction with the Morrison Fig. 516, 518, and 515 lines of AST Spill Containers or the Fig. 715 line of remote fill boxes. for added spill protection. All models are supplied with an adaptor to mount Morrison Fig. 419 aluminum drop tubes. A test mechanism is also sold separately for denoted models. The test mechanism allows a technician to pull on the test line at any time during the filling process to actuate the float and stop the fill. This allows a technician to verify the valve is working properly.

Features

- The 3" valve can be used with 6" Sch. 40 or 80 pipe.
- The 2" valves can only be used with 4" Sch. 40 pipe.

Construction Details

- Anodized aluminum body
- Brass/stainless steel internal components
- Stainless steel linkage

Product Warnings and Cautions

- 5 PSI & 5 GPM is the *minimum* flow requirement for valve operation. Valve will NOT function in gravity fill applications.
- Maximum viscosities (in centistokes): 2" Valve—150 3" Valve—60.
- Flow rate of the 2" valve is 183 GPM at 10 PSI pressure drop. The 3" valve is 566 GPM at 10 PSI pressure drop. (See flow curve)
- Once closed the valve will allow flow of less than 2% of max flow rate to relieve fill line pressure.
- A tight fill is required for the valve to operate. Do not substitute any other fill adaptors for the special adaptor supplied.
- The valve must be used with clean product. Debris from products such as contaminated used oil may cause the valve to function improperly.
- These valves are rated for a maximum pressure of 100 PSI.
- Not suitable for motor oil or other heavy oils.
- Consult Morrison Bros. Co. for product compatibility with the valve.

Code Compliance

NFPA 30, 30A, UFC, IFC and PEI /RP200, PEI /RP600, Florida DEP EQ356, CARB VR 402A



NOTE

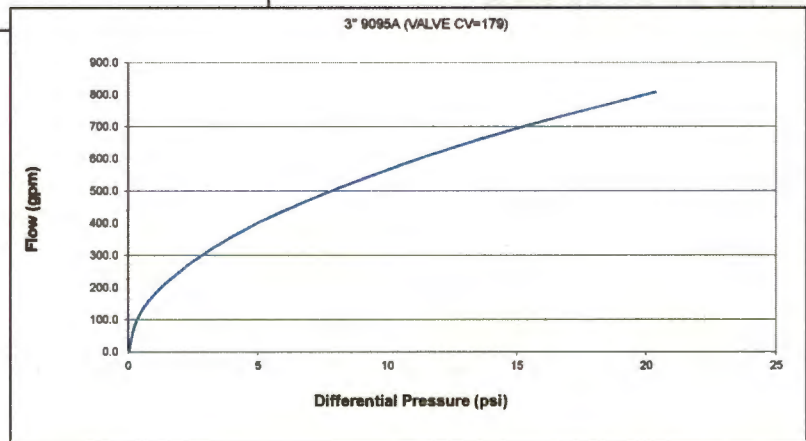
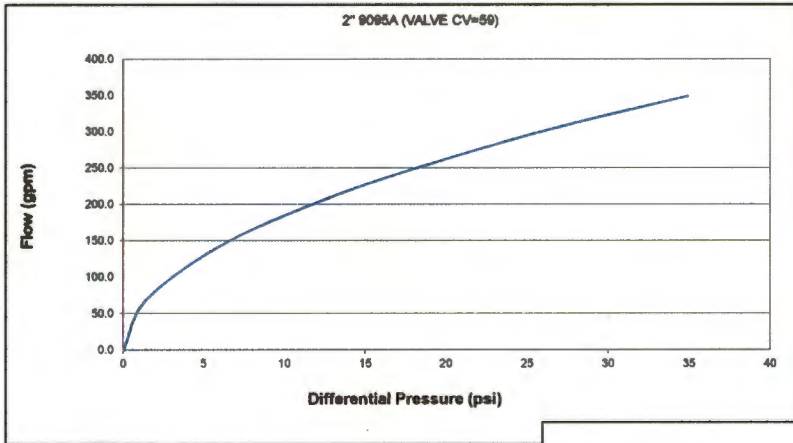
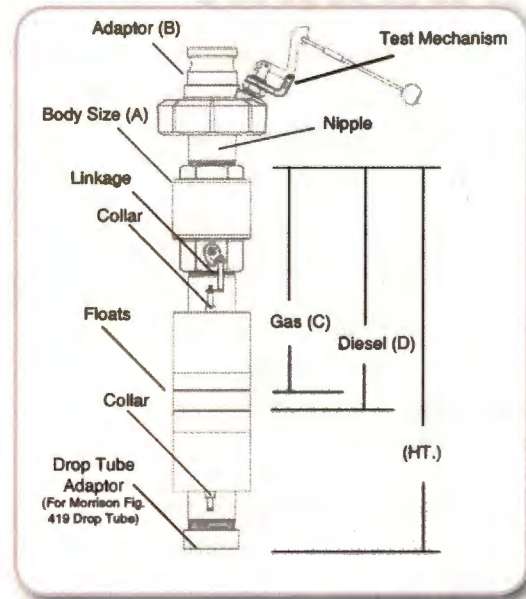
Failure to follow any or all of the above warnings may render the valve non-functional and could result in an accidental product spill, property damage, fire, explosion, injury or death.

Model 9095A Overfill Prevention Valve (continued)

I.D. Number	A	B	C	D	E	Height	Weight
9095A-0200 AV	2"	2S	11	12	Y	19.25	14.1
9095A-3200 AV	2"	2D	11	12	Y	19.25	14.1
9095A-3200AVEVR	2"	2D	11	12	N	19.25	14.1
9095A-0500 AV	2"	2X	11	12	N	19.25	12.6
9095A-0300 AV	3"	3S	13.56	13.75	Y	19.56	29
9095A-0600 AV	3"	3X	13.56	13.75	N	19.56	26
9095A-3300 AV	3"	3D	13.56	13.75	Y	19.56	38
9095A-3300AVEVR	3"	3D	13.56	13.75	N	19.56	38
9095A-4000 AV	2"	3S4	11.67	12.67	N	19.9	16.8
9095A-4200 AV	2"	3F	11.67	12.67	N	19.9	21.25
9095A-4200AVEVR	2"	3F	11.67	12.67	N	19.9	21.25
9095A-5200AVEVR	2"	2B	11	12	N	19.25	21.25
9095A-9200AVEVR	2"	LA	11	12	N	19.25	14.1
9095A-9300AVEVR	3"	LA	13.56	13.75	N	19.56	21.25
9095AKIT91 AV	2"	OPV Kit includes 9095A-0200, 2"x6' 419 Drop tube, and 305C Cap in one box					
9095ATM0100 AM Mechanical Test Mechanism Assembly (Existing Valve May Require New Top for Retrofit)							

SPECIFICATION OPTIONS:

- A**—Body Size: 2" N.P.T. (2"), 3" N.P.T. (3") (BSP Models Available)
- B**—Adaptor :
 - (2S): 2" x 4" Standard 2" Male Disconnect x 4" Female
 - (2X): 2" Quick Disconnect Adaptor
 - (2D): 2" x 2" x 4" Female Ductile Iron Adaptor
 - (2B): 4" x 2" Dry Disconnect Adaptor
 - (3S4): 3" x 4" Standard 3" Male Disconnect x 4" Female
 - (3F): 3" x 4" Standard 3" Female x 4" Female
 - (3S): 3" x 6" Standard 3" Male Disconnect x 6" Female
 - (3X): 3" Quick Disconnect Adaptor
 - (3D): 3" x 3" x 6" Female Ductile Iron Adaptor
 - (LA): Valve Less Adaptor
- C**—Gasoline Shutoff Height From Top of Valve (Inches)
- D**—Diesel Shutoff Height From Top of Valve (Inches)
- E**—Test Mechanism: Yes (Y) or No (N)
- HT.**—Height: Dimension from base to top of valve (Inches)
- WT.**—Shipping Weight (lbs.)



570 E. 7th Street, P.O. Box 238 | Dubuque, IA 52004-0238
t. 563.583.5701 | 800.553.4840 | f. 563.583.5028

www.morbros.com

Bagby Gage Stick, Inc.

P. O. Box 70

Pinson, Alabama 35126

Phone: 1-800-445-0774 • Fax: 1-800-235-3912

GAGE STICK SPECIFICATIONS

MATERIAL

Our gage sticks are manufactured from various kiln dried hardwoods. The material used is selected for color, strength and straightness. The size blank used depends on the type gage stick. One piece and sectional gage sticks are 21mm x 21mm. Folding gage sticks are 16mm x 21mm. Drum gage sticks are 16mm x 16mm. These dimensions may vary slightly without prior notice by us.

PRINTING

We print our gage sticks with a chemical resistant ink in inches in 1/8" increments with each inch line numbered and in metric in 5mm increments with each centimeter line numbered.

ACCURACY

Our calibrations have a maximum variation of 1/16" per 8" of calibration.

PROTECTIVE COATINGS

All gage sticks are finished on the printed side(s) with three sprayed coats of a clear semi-gloss catalyzed vinyl material. The unprinted back side is finished with two coats of the same material. The side(s) adjacent to the printed side(s) are roll coated with a dull black version of the same material.

BOTTOM TIP PROTECTION

The bottom tip of each type gage stick we make, with the exception of drum gage sticks, is shipped with an installed 5/8" diameter polypropylene-tip protector.

Clay & Bailey Mfg. Co.



A CENTURY'S WORTH OF INNOVATION

366 Female Thread High Flow Emergency Vent for Aboveground Storage Tanks



366 HF

Features:

Buna N O Ring - provides vapor tight seal. Spring Actuated- assures accurate opening pressure.

All Aluminum Construction- lightweight for easy handling and installation. Also, no rust issues from scratches or weathering
Pressure relief set at 0.5 PSI, Full open at 2.5PSI.

Clay & Bailey vents can be used in a variety of Aboveground Storage Tank Equipment installations where reliable fuel handling petroleum equipment is required.

Part #	Size	Weight/lbs
0366-03-30HF	3"	3.0
0366-03-40HF	4"	4.0
0366-03-50HF	5"	5.0
0366-03-60HF	6"	6.0
0366-03-80HF	8"	7.0



Clay & Bailey emergency vents comply with various codes -PEI RP200, Underwriters Laboratories of US and Canada, UL-142, UL-2085, UL-2244, UL-2583, NFPA30, 30A, API 2000.



SPECIFICATIONS

ConVault® UL 752 and UL 2085 Listed Rectangular Protected/Secondarily Contained Aboveground Tank

1.0 GENERAL DESCRIPTION AND STANDARDS

- 1.1. Provide the rectangular ConVault® Aboveground Tank system constructed and listed in accordance with Underwriters Laboratories, Inc. (UL) Standard 2085, Aboveground Storage Tanks for Flammable and Combustible Liquids, Protected Type, Non-Metallic Secondary Containment with Vehicle Impact and Projectile Resistance. The tank system shall be listed for ballistics protection in accordance with UL Standard 752, Levels 5, 6 and 8.
- 1.2. The tank system must comply with all provisions of: 1) UFC 79-7, Appendix A-II-F, for both Vehicle Impact Protection and Projectile Resistance; 2) NFPA 30 and 30A; 3) IFC Chapter 22; and 4) IFC Chapter 34.
- 1.3. The tank system shall be tested, certified and approved for Vapor Recovery by the State of California Air Resource Board (CARB) under Executive Order VR-302-B Standing Loss Control Recovery System for New Installations of Aboveground Storage Tanks effective 11/30/09.
- 1.4. The tank system shall be warranted by the manufacturer against defects in material or workmanship for 30 years following the delivery of the tank. Warranties that limit such coverage for shorter periods and/or limit the primary tank warranty to failure solely due to non-corrosion related cracking, breakup or collapse will not be permitted. See warranty documents.
- 1.5. The tank system shall be manufactured and labeled in strict accordance with Convault® standards as applied by a licensee of Convault, Inc. The tank system shall be subject to the Convault Quality Assurance Program.

2.0 DESIGN AND CONSTRUCTION

- 2.1 **Tank:** The primary tank shall be rectangular in shape and listed per UL Standard 142. Welds shall be continuous on all sides and exterior seams, conforming to the American Welding Society Standard for continuous weld. The primary steel tank shall be pressure tested at 5 psig for a minimum of 24 hours. All openings shall be from the top only.
- 2.2 **Secondary Containment and Corrosion Protection:** The tank system shall include secondary containment consisting of an impervious barrier of 30 Mil (0.76 mm) High-Density Polyethylene geomembrane enclosing the primary steel tank and insulation material to contain leaks from the primary tank and isolating the primary tank from the concrete to protect against corrosion. The secondary containment shall be impervious to corrosion, including damage or failure due to microbial infestation.

Secondary containment comprised of a steel jacket not encased with concrete will not be permitted.

- 2.3 **Concrete Encasement:** A vaulted concrete enclosure shall encase and protect both the primary steel tank and the secondary containment. **The concrete encasement shall be 6" thick with a minimum design strength of 4000 psi.** The concrete design shall include the following for long-term durability: air entrainment, water-reducing admixture, and steel reinforcement. Concrete placement shall be a visually verifiable monolithic (seamless) pour to ensure the absence of voids on all sides and beneath the steel tank.

The vault enclosure shall have concrete support legs of unitized monolithic construction raising the concrete enclosure a minimum of 3" above the ground to meet visual inspection requirements. A mid-level seam or other cold joint construction which could compromise the liquid tightness (secondary containment) and fire protection capability of the vault is not permitted.

- 2.4 **Thermal Protection:** The tank system construction shall include covering the outer surface of the primary steel tank with a minimum 1/4" inch of polystyrene foam panels and 6" thick reinforced concrete for thermal insulation to protect against temperature extremes.

2.5 Corrosion Protection: All steel outside the concrete encasement shall be anti-oxidant powder coated to inhibit corrosion and meet ASTM B117.

2.6 Ballistics Resistance: The tank system shall carry a listing under UL Ballistics Standard 752, Levels 5,6, and 8 (see table below), signifying bullet-resisting protection against penetration, passage of fragments of projectiles, or fragmentation of the vault enclosure to the extent that any protected material, including the secondary containment and primary tank are not damaged.

UL 752 Ratings Table

PROTECTION LEVEL	# OF SHOTS	DISTANCE	GRAIN	AMMUNITION
Level 5	1	15	150	7.62mm rifle lead core full metal copper jacket, military ball
Level 6	5	15	124	9.00mm full metal copper jacket with lead core
Level 8	5	15	150	7.62mm rifle lead core full metal copper jacket, military ball

The tank system shall have been tested and passed the requirements to meet the following Ratings for Bullet Resistant Materials at a National Institute of Justice (NIJ) approved laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP):

Additional Ratings Systems Table

RATING SYSTEM AND LEVEL	# OF SHOTS	GRAIN	AMMUNITION
UL 752; Level 9	1	166	Armor piercing .30 caliber rifle steel core lead point filler full metal jacket
National Institute of Justice (NIJ); Level 4	1	166	.30-06 armor piercing
State Department SD-STD-02.01; SD-Rifle AP, .30, 30-06	3	165	(Part 1) .30-06 caliber M2AP
ASTM F-1233; .30-06 Armor Piercing Rifle	3	165	.30-06 M2 AP

2.7 High Explosive (HE) Blast Resistance: The tank system design shall have been subjected to a Blast Effects Analysis (BEA) assessing resistance and performance under the following blast threat scenarios per the FEMA 426 - Reference Manual to Mitigate Potential Terrorist Attacks Against Buildings:

Blast Resistance Table

BLAST SCENARIO	WEIGHT OF EXPLOSIVE DEVICE	STANDOFF DISTANCE
Man-Portable Improvised Explosive Device (MPIED)	50 pound	5 feet
Vehicle-Borne Improvised Explosive Device (VBIED)	500 pound	20 feet
Vapor Cloud Explosion (VCE)	10 psi	NA

The BEA shall conclude that the tank system will resist the explosion loads and remain intact, without failure of the primary tank or movement of the tank exceeding 2". Tank designs that do not protect the primary tank AND secondary containment by providing both Ballistics and Blast Effect resistance as specified in this Sections 2.6 and 2.7 will not be permitted.

2.8 Fire Resistance: The tank system shall be designed and tested to provide 2 hour fire protection for the primary tank as per UL 2085 2-hour furnace fire test and 2 hour simulated pool fire test. The average maximum rise in temperature of the primary tank during the test shall not exceed 260° F and the maximum temperature of any single point on the primary tank shall not exceed 400° F. No steel members shall penetrate the walls or floor of the concrete encasement to assure isolation from pool fire heat.

2.9 Leak Monitoring: A thru-tank leak detection monitoring tube terminating between the primary tank and the secondary containment shall be provided to monitor any leaks from the primary tank.

- 2.10 Spill/Overfill Containment:** The tank system shall include a UL listed 7 gallon spill/overfill container manufactured as an integral part of the primary tank, surrounding the fill pipe, and protected by 2 hour fire rating of the enclosure. The spill/overfill container shall include a stick port and normally closed drain valve to release spilled product into the main tank. Exterior steel shall be anti-oxidant powder coated to inhibit rust. Overfill containment systems that are designed to release spilled product into the interstitial area will not be accepted.
- 2.11 Overfill Protection:** Overfill protection shall be provided by the following methods: a) direct reading level gauge visible from fill pipe access; b) valve rated for pressurized delivery located within fill pipe to close automatically at 95% full level; and c) high level alarm.
- 2.12 Exterior Finish:** The tank system exterior shall be a low maintenance architectural exterior concrete finish. Models with fiber clad or painted steel exterior tanks will not be accepted.

3.0 EXECUTION

- 3.1** Manufacturer will have a minimum of 10 years of experience in producing specified tank for commercial use and document at least 10 installations in satisfactory operation.
- 3.2** The tank system shall be installed in strict accordance with the manufacturer's recommendations, industry standards, and applicable fire and environmental codes. All state and local permits shall be obtained prior to installation.
- 3.3** The tank system shall be handled, lifted, stored and installed in accordance with the manufacturer's instructions on a reinforced concrete base slab designed to support the fully loaded tank. Protective bollards shall be installed where required by state and local codes. Tanks shall be marked on all sides with warning signs and product identification as required by applicable codes.
- 3.4** Electrical work shall be in accordance with applicable codes and shall be rated for hazardous area as required. Electric feed for dispensing pumps shall include an emergency shutoff switch located per code requirements.
- 3.5** The tank system shall be grounded in accordance with NFPA 780 and all electrical work shall be in accordance with applicable codes.
- 3.6** Any proposed equal alternatives to this specification must be submitted for review and approval prior to bid opening. If the proposed alternative is deemed to present a better solution, review expenses will be waived. If the proposed alternative is denied or deemed to be equal, all expenses incurred for such review are to be paid for by the bidder prior to submittal of bid.

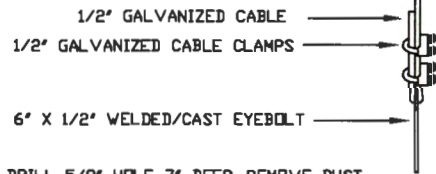
For drawings or more information contact Oldcastle Precast at: www.convault.com
Phone: (888) 965-3227

Rev.3/15

5/8" ID UVR RESISTANT HOSE

2000 GALLON TANK SHOW IN DRAWING

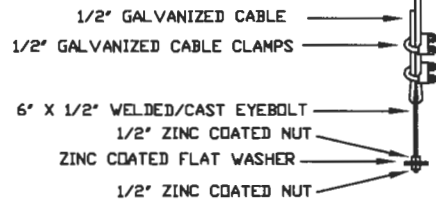
SET IN EXISTING SLAB



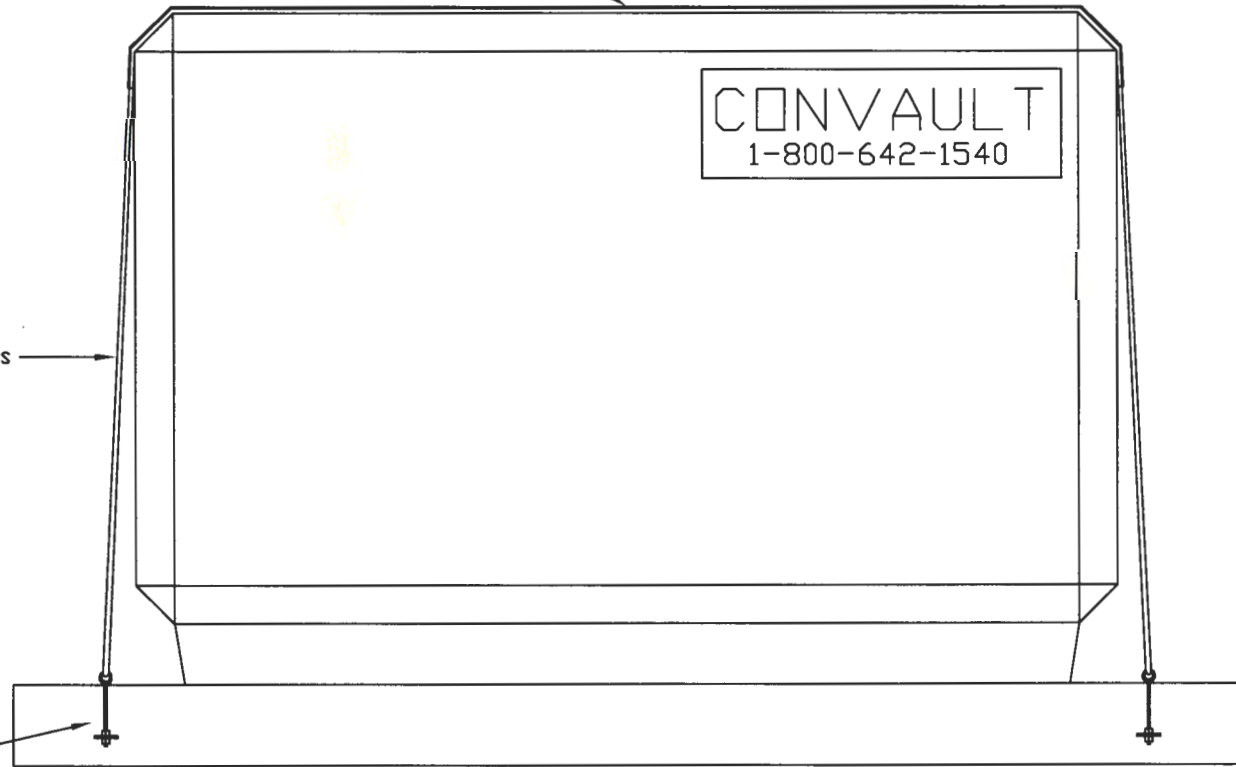
DRILL 5/8" HOLE 7" DEEP. REMOVE DUST
INSTALL EYEBOLT WITH HIGH STRENGTH
NON METALIC EPOXY.

1/2" GALVANIZED CABLE CLAMPS

PRECAST IN SLAB



6" X 1/2" WELDED/CAST EYEBOLT



5 CABLES REQUIRED FOR A 12,000 GALLON TANK
4 CABLES REQUIRED FOR A 10,000 GALLON TANK
3 CABLES REQUIRED FOR A 8,000 GALLON TANK
2 CABLES REQUIRED FOR VAULTS 6,000 GALLONS
AND LESS

NEOPRENE PADS SPECIFICATIONS
PHYSICAL PROPERTIES

The physical properties of the tank pads shall conform to the following specifications:

1. The pads shall be 100 percent Chloroprene compound known as "Neoprene", black, and shall be cast in molds under pressure and heat. Compositions for pads shall meet the requirements listed below. Test specimens shall be in accordance with ASTM Method D 15, Part B.
2. The physical properties shall meet or exceed AASHTO specifications M251, Sections 18, 25.
3. The pads shall meet the following physical test requirements:

PROPERTY	REQUIREMENT	ASTM TEST METHOD
Durometer Type A, Hardness	50 ± 5	D 2240
Ultimate Tensile PSI Min.	2250	D 412
Elongation at Break Min. %	400	D 412
Heat Resistance 70 HRS. @ 212° F IN AIR Change in Hardness Change in Tensile %, max. Change in Elongation, % Max.	+15 -15 -40	D 573
COMPRESSION SET - COMPRESSED TO 22 HRS. @ 212° F, % Calc. On Orig. Deflection, % Max.	35	D 395 Method B
OZONE RESISTANCE 100 pphm for 100 Hrs. @ 100° F	No Cracks	D 1149-78
100° F ± 2° F, 100 Hrs.	No Cracks	D518 Procedure A
LOW TEMPERATURE BRITTLE POINT 3± .05 Min. @ - 40° F	Pass	D 746 Procedure B
FLAME RESISTANCE (ASTM C-542)	Pass	L - 542
Tear, ppi Min.	150	D 624, Die C
Brittleness C 40° F	No Failure	D 2137

MORRISON PRESSURE/VACUUM VENTS • SPECIFICATION SHEET • FIG.749 SERIES

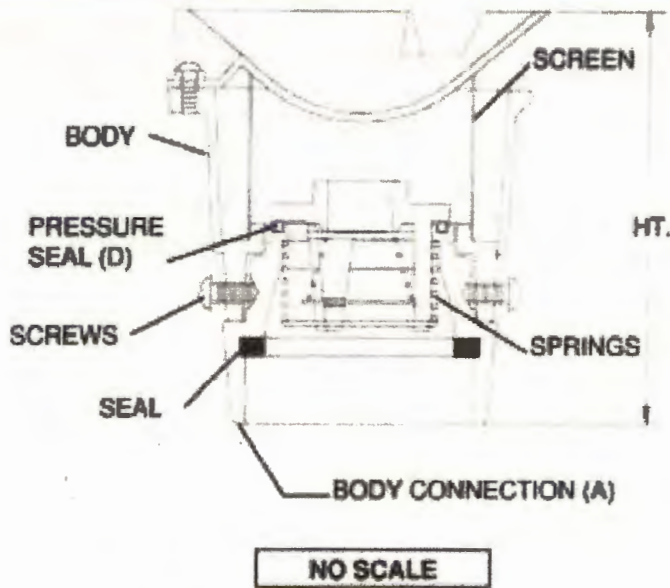


Fig. 749CRBS

SPECIFICATION / DETAIL OPTIONS

- A - Body Connection: 2" N.P.T. - (2N)
2" Slip on style - (2S)
- B - Pressure Setting: 8 oz./ sq. in. - (8Z) - Red Label
12 oz./ sq. in. - (12Z) - Yellow Label
3" Water Column - (3") - Gold Label
- C - Vacuum Setting: .5 oz. / sq. in. - (1/2Z)
5 oz./ sq. in. - (5Z)
8" Water Column - (8")
- D - Pressure Seal: Metal / Metal Seat- (M)
Metal / Viton O-ring Seat- (V)
- E - C.A.R.B. Approval: Yes / No - (Y/N)

HT. - Height: Dimension from base to top of vent
WT. - Shipping Weight

PLEASE NOTE:

Body: Anodized Aluminum
Pressure Poppet: Anodized Aluminum
Vacuum Poppet: Brass
Screen: 40 Mesh Brass
Springs: Stainless Steel
Screws: Zinc-Plated Steel
Body Seal: Buna-N

DESCRIPTION

The Fig. 749 Vent valve is used on underground & low volume aboveground tanks for motor fueling. The vent allows the tank to "breathe" during filling / dispensing operations. Poppets seal vapors in the tank when pressure is equalized. Settings are approximate. Fig. No. 749CRB0500 and 749CRBS500 offer C.A.R.B. approval for stage I vapor recovery systems. Fig. No. 749CRB0600 and 749CRBS600 offer C.A.R.B. approval for stage I & II vapor recovery systems.

Warning: Fig. 749 pressure / vacuum vents must only be used in conjunction with motor fueling and/or low capacity flow. Fluid handling in lines larger than that used for retail service station can cause tank to rupture or implode.

I.D. NUMBER	A	B	C	D	E	HT.	WT.	S.C.F.H.
749-0100 AV	2N	8Z	1/2z	M	N	4.33	1	6200 @ 20 oz./in. ²
749CRB0500 AV	2N	8Z	5Z	V	Y	4.33	1.2	6200 @ 20 oz./in. ²
749-0200 AV	2N	12Z	1/2z	M	N	4.33	1	7500 @ 25 oz./in. ²
749CRB0600 AV	2N	3"	8"	V	Y	4.33	1.2	3800 @ 8.2" H ₂ O
749S-0100 AV	2S	8Z	1/2z	M	N	4.33	1	6200 @ 20 oz./in. ²
749CRBS500 AV	2S	8Z	5Z	V	Y	4.33	1.2	6200 @ 20 oz./in. ²
749S-0200 AV	2S	12Z	1/2z	M	N	4.33	1	7500 @ 25 oz./in. ²
749CRBS600 AV	2S	3"	8"	V	Y	4.33	1.2	3800 @ 8.2" H ₂ O

Fig. No. 749CRB0500 & 749CRBS500 are C.A.R.B. approved for stage I vapor recovery systems.

Fig. No. 749CRB0600 & 749CRBS600 are C.A.R.B. approved for stage I & II vapor recovery systems.

Dwg. No. B-6825-S Date: 1/20/98 Drawn By: A.K.

3

DRAWINGS

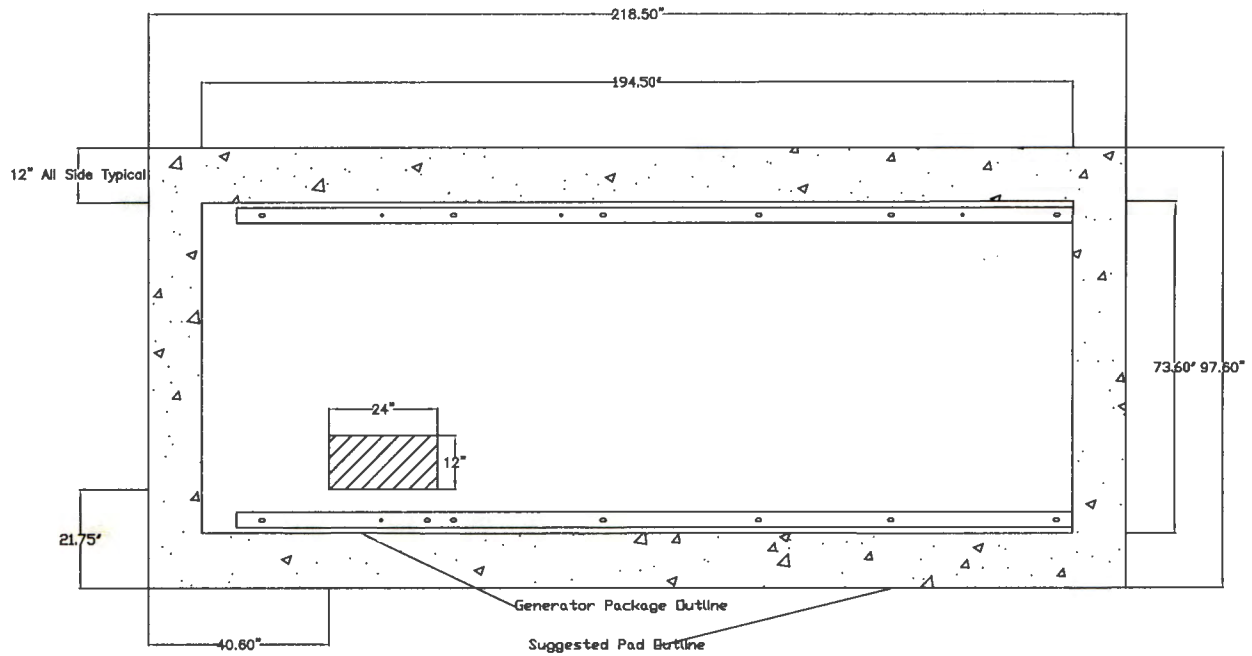
ESTIMATED WEIGHTS:

TOTAL PACKAGE WEIGHT (DRY) - approx. - 9,950 lbs.

APPROXIMATE PACKAGE DIMENSIONS:

LENGTH = 194.50'
 WIDTH = 73.60'
 HEIGHT = 91.00'

SUGGESTED PAD LAYOUT



NOTES:

(A) AC LOAD CABLE, AC POWER INPUT AND DC CONTROL WIRING

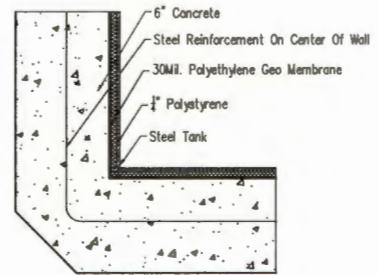
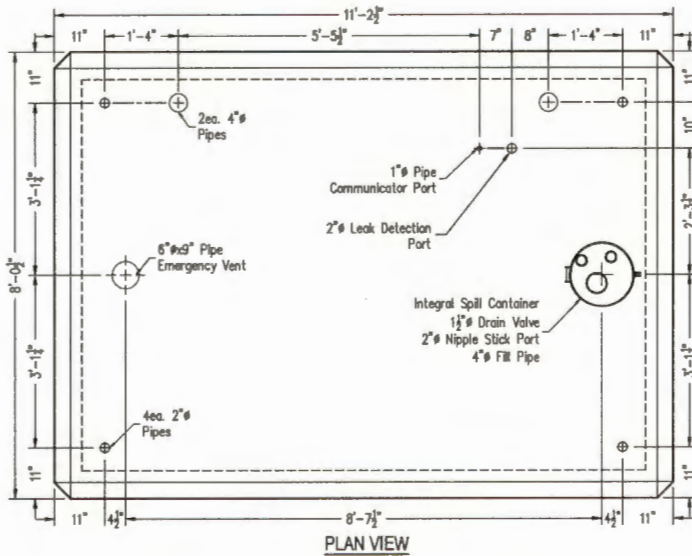
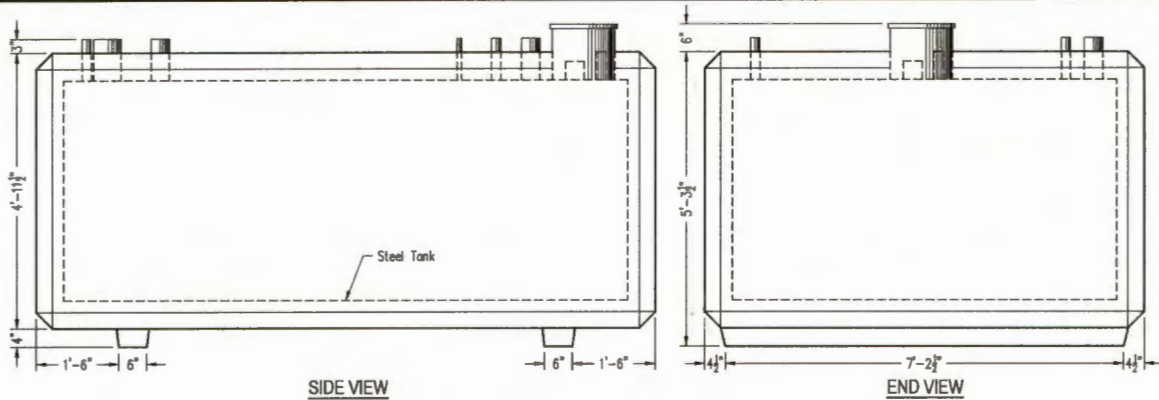
1. AC POWER AND DC CONTROL WIRING MUST BE RUN IN SEPARATE CONDUIT.
2. ALL CONDUIT SHOULD BE PLACED WELL WITHIN THE STUB-UP ACCESS AREA.
3. THE FOUNDATION SHOULD EXTEND A MINIMUM OF 12 INCHES BEYOND THE BASE.
4. PAD THICKNESS SHOULD BE CALCULATED, DESIGNED, AND CONSTRUCTED ACCORDING TO LOAD REQUIREMENTS AND SOIL CONDITIONS.
5. THE SIDES AND CONTROL PANEL END SHOULD HAVE ADEQUATE CLEARANCE FOR SERVICING AND COOLING AIR. THE RADIATOR END MUST BE FREE OF FLOW RESTRICTIONS.

Ring Power		CAT	
PROJECT NAME: ST. JOHNS COUNTY UTILITY DEPT. CR208			
DRAWN BY:	JDM	REVISION	
DATE	11/15/22	REVISION	
SCALE	NONE	PROJECT NO.	220730

2,000 Gallon ConVault Tank



2085 Listed
"Protected" Type



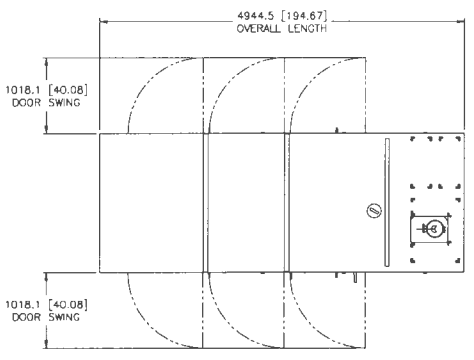
WALL DETAIL
(SEE IN ISOL)

Oldcastle Precast[®]
 4479 Greer Circle, Stone Mountain, GA 30083
 Phone: (770) 483-5420

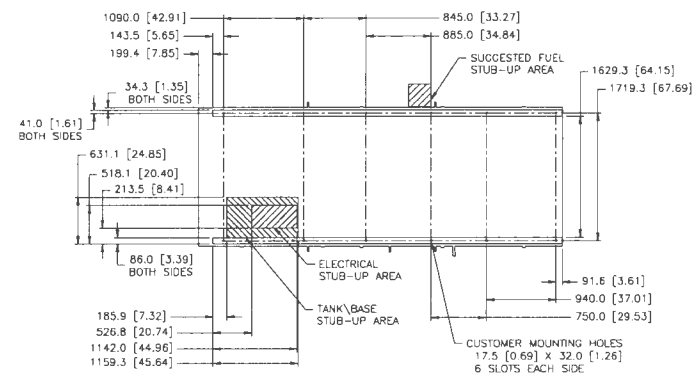
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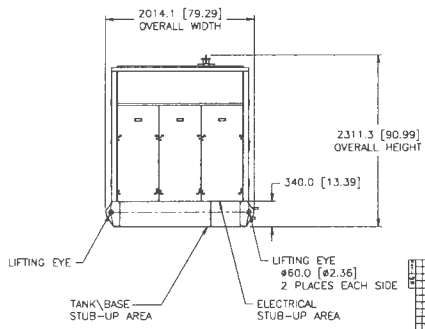
QTY	ENGINE CONNECTIONS	SIZE	SHEET
1	COOLANT DRAIN	ø19.1 [ø0.75] ID	2
1	EXCESS FUEL RETURN	13/16-16 THD	2
1	EXHAUST	ø203.0 [ø7.99] OD	2
1	FUEL INLET	13/16-16 THD	2
1	OIL DRAIN	ø19.1 [ø0.75] ID	2



TOP VIEW



FOOTPRINT
(DIMENSIONED OUTLINE VIEW FROM ABOVE)

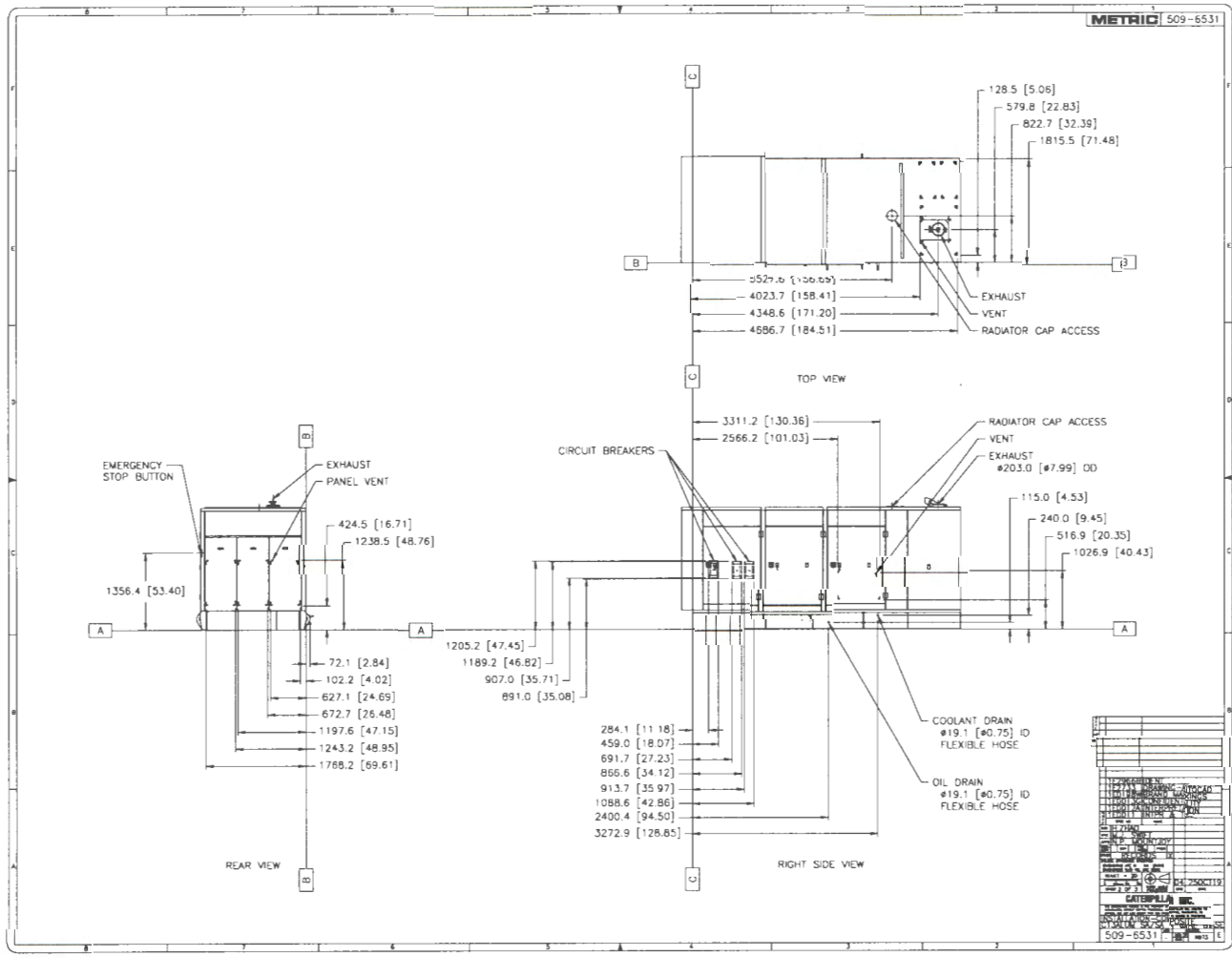


REAR VIEW

MODEL	TYPE	PRICING AR	ENCLOSURE
C13	Y		LS-1511 CHG 00
		LS-1503 CHG 02	LS-1512 CHG 00
			LS-1513 CHG 00
		LS-1543 CHG 02	LS-1514 CHG 00
			LS-1519 CHG 00
			LS-1520 CHG 00

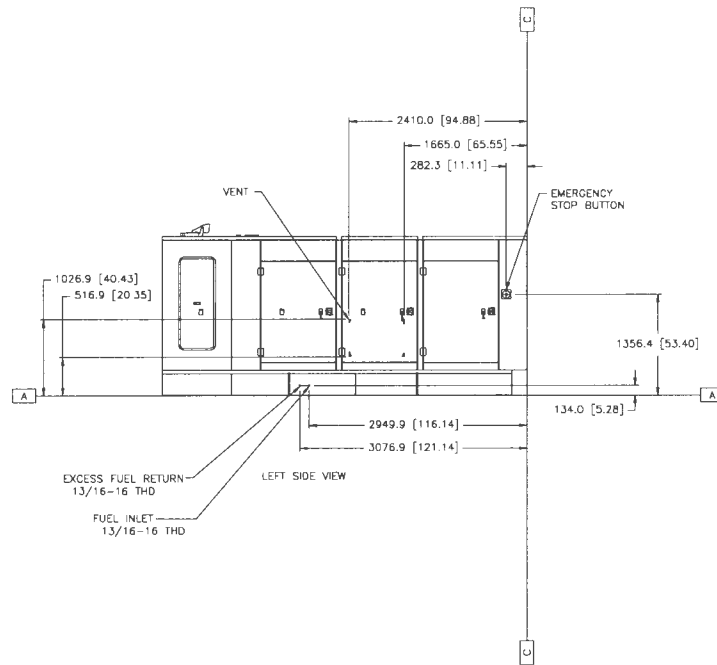
PACKAGE LIFTED IN 4 PLACES
PACKAGE SHOWN WITH MORE DETAIL ON SHEET 2

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
SCALE	
CATERPILLAR INC.	
509-6531	



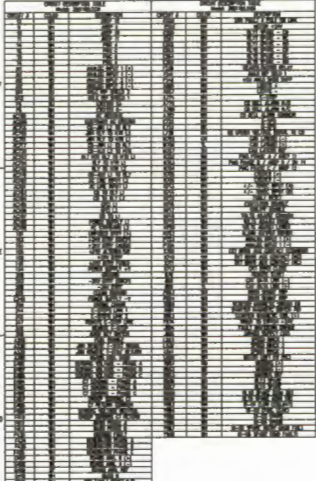
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1	ISSUED FOR FABRICATION			
2	ISSUED FOR ASSEMBLY			
3	ISSUED FOR TESTING			
4	ISSUED FOR DELIVERY			
5	ISSUED FOR REPAIR			
6	ISSUED FOR MODIFICATION			
7	ISSUED FOR SCRAP			
8	ISSUED FOR HOLDING			
9	ISSUED FOR REWORK			
10	ISSUED FOR DISCARD			

CATERPILLAR INC.
 1000 CATSKIP BLVD
 PEORIA, ILLINOIS 61659
 509-6531



NO.	DESCRIPTION	DATE
1	DESIGNED BY	
2	CHECKED BY	
3	APPROVED BY	
4	DATE	
5	SCALE	
6	PROJECT NO.	
7	DRAWING NO.	
8	REV.	
9	DATE	
10	BY	
11	CHKD.	
12	APP'D.	
13	DATE	
14	SCALE	
15	PROJECT NO.	
16	DRAWING NO.	
17	REV.	
18	DATE	
19	BY	
20	CHKD.	
21	APP'D.	
22	DATE	
23	SCALE	
24	PROJECT NO.	
25	DRAWING NO.	
26	REV.	
27	DATE	
28	BY	
29	CHKD.	
30	APP'D.	
31	DATE	
32	SCALE	
33	PROJECT NO.	
34	DRAWING NO.	
35	REV.	
36	DATE	
37	BY	
38	CHKD.	
39	APP'D.	
40	DATE	
41	SCALE	
42	PROJECT NO.	
43	DRAWING NO.	
44	REV.	
45	DATE	
46	BY	
47	CHKD.	
48	APP'D.	
49	DATE	
50	SCALE	
51	PROJECT NO.	
52	DRAWING NO.	
53	REV.	
54	DATE	
55	BY	
56	CHKD.	
57	APP'D.	
58	DATE	
59	SCALE	
60	PROJECT NO.	
61	DRAWING NO.	
62	REV.	
63	DATE	
64	BY	
65	CHKD.	
66	APP'D.	
67	DATE	
68	SCALE	
69	PROJECT NO.	
70	DRAWING NO.	
71	REV.	
72	DATE	
73	BY	
74	CHKD.	
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76	DATE	
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78	PROJECT NO.	
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80	REV.	
81	DATE	
82	BY	
83	CHKD.	
84	APP'D.	
85	DATE	
86	SCALE	
87	PROJECT NO.	
88	DRAWING NO.	
89	REV.	
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91	BY	
92	CHKD.	
93	APP'D.	
94	DATE	
95	SCALE	
96	PROJECT NO.	
97	DRAWING NO.	
98	REV.	
99	DATE	
100	BY	

CATERPILLAR INC.
509-6531



NO.	WIRE NO.	DESCRIPTION
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17	17	...
18	18	...
19	19	...



SHEET INDEX	DESCRIPTION
1	CROSS REF. SHEET INDEX & NOTES
2	COMPONENT LAYOUT
3	CUSTOMER CONNECTION
4	AC-WIRING
5	INPUT/OUTPUT - WIRING
6	ENGINE INTERFACE - WIRING
7	COMMUNICATION - WIRING
8	DC/CIRCUIT BREAKERS OPTIONAL - WIRING
9	AC/SHORE POWER OPTIONAL - WIRING C9
10	AC/SHORE POWER OPTIONAL - WIRING C15 & C18
11	OPTIONS-DO MODULE AND GROUND FAULT
12	OPTIONAL DEVICE SERVICE
13	COLD WEATHER OPTIONAL-C15 & C18
14	COLD WEATHER OPTIONAL-C15 & C18
15	EPIC FIELD INTERCONNECTION
16	TELEMANICS PIGTAIL & PLUGS
17	BREAKER CIRCUIT (2ND A) 1 FRAME
18	PUMP STYLE UNIT OPTIONS
19	EMCP BASE G1

12V	INDI
C1	INDI
C2	INDI
C3	INDI
C4	INDI
C5	INDI
C6	INDI
C7	INDI
C8	INDI
C9	INDI
C10	INDI
C11	INDI
C12	INDI
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C17	INDI
C18	INDI
C19	INDI



- NOTE 1: THIS WIRING IS FOR THE 390-1189...
- NOTE 2: THIS WIRING IS FOR THE 390-1189...
- NOTE 3: THIS WIRING IS FOR THE 390-1189...
- NOTE 4: THIS WIRING IS FOR THE 390-1189...
- NOTE 5: THIS WIRING IS FOR THE 390-1189...
- NOTE 6: THIS WIRING IS FOR THE 390-1189...
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- NOTE 8: THIS WIRING IS FOR THE 390-1189...
- NOTE 9: THIS WIRING IS FOR THE 390-1189...
- NOTE 10: THIS WIRING IS FOR THE 390-1189...

REVISION

NO.	DATE	DESCRIPTION

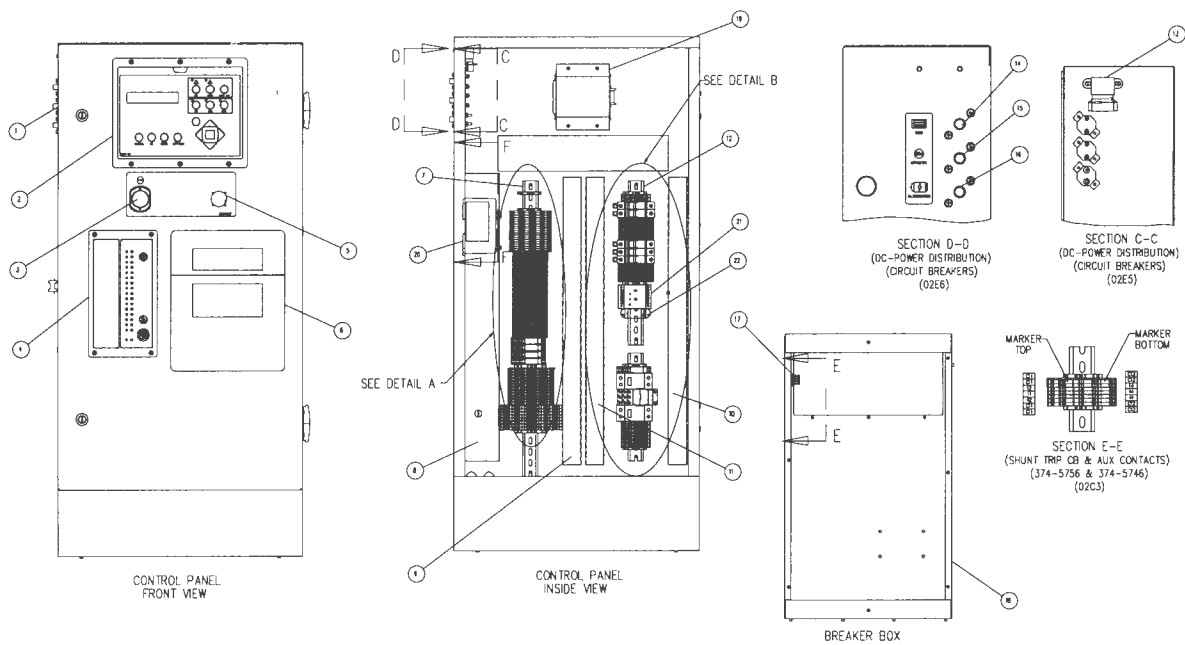
DATE: 11/19/08

BY: J. L. ...

FOR: ...

CATERPILLAR

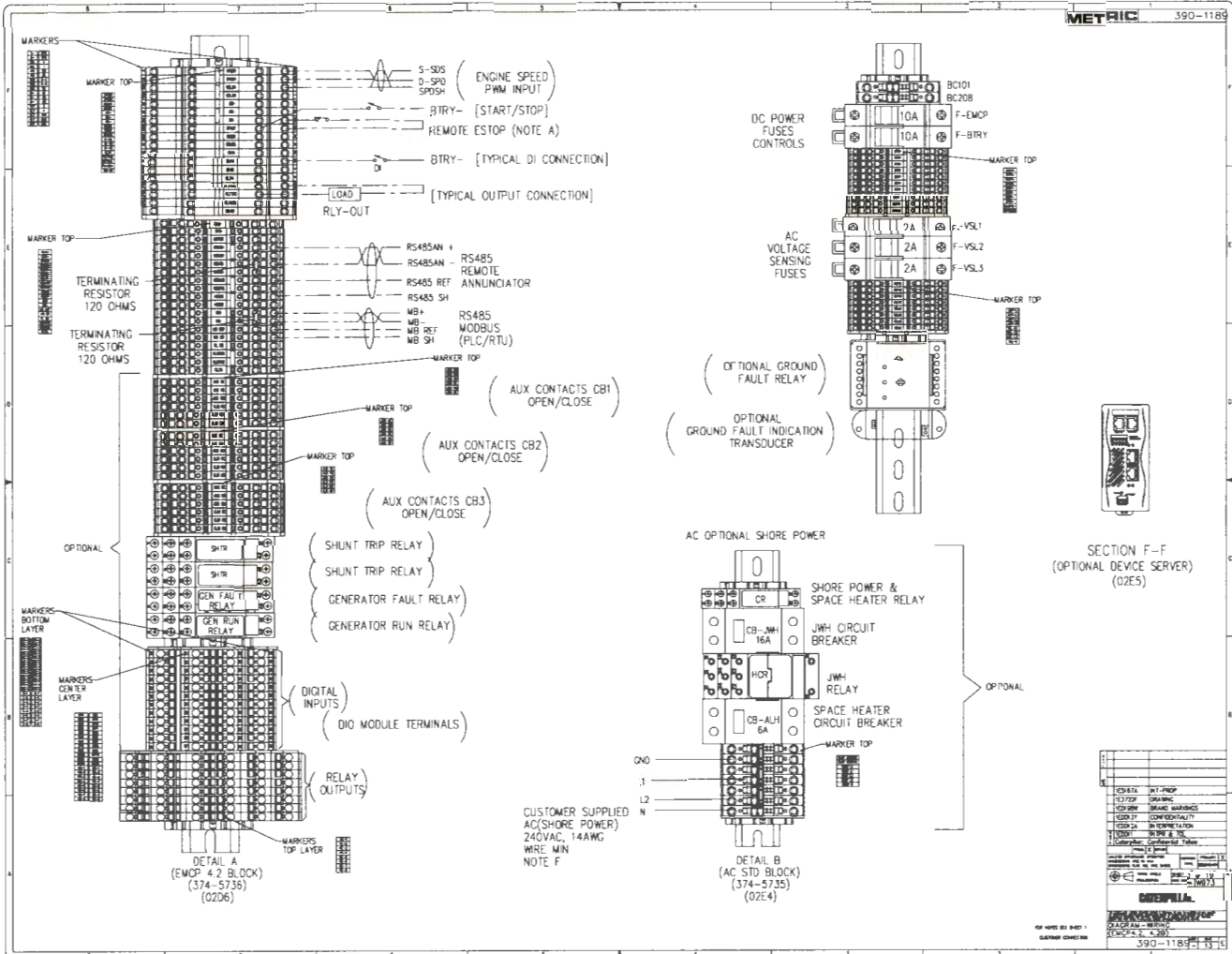
390-1189-610



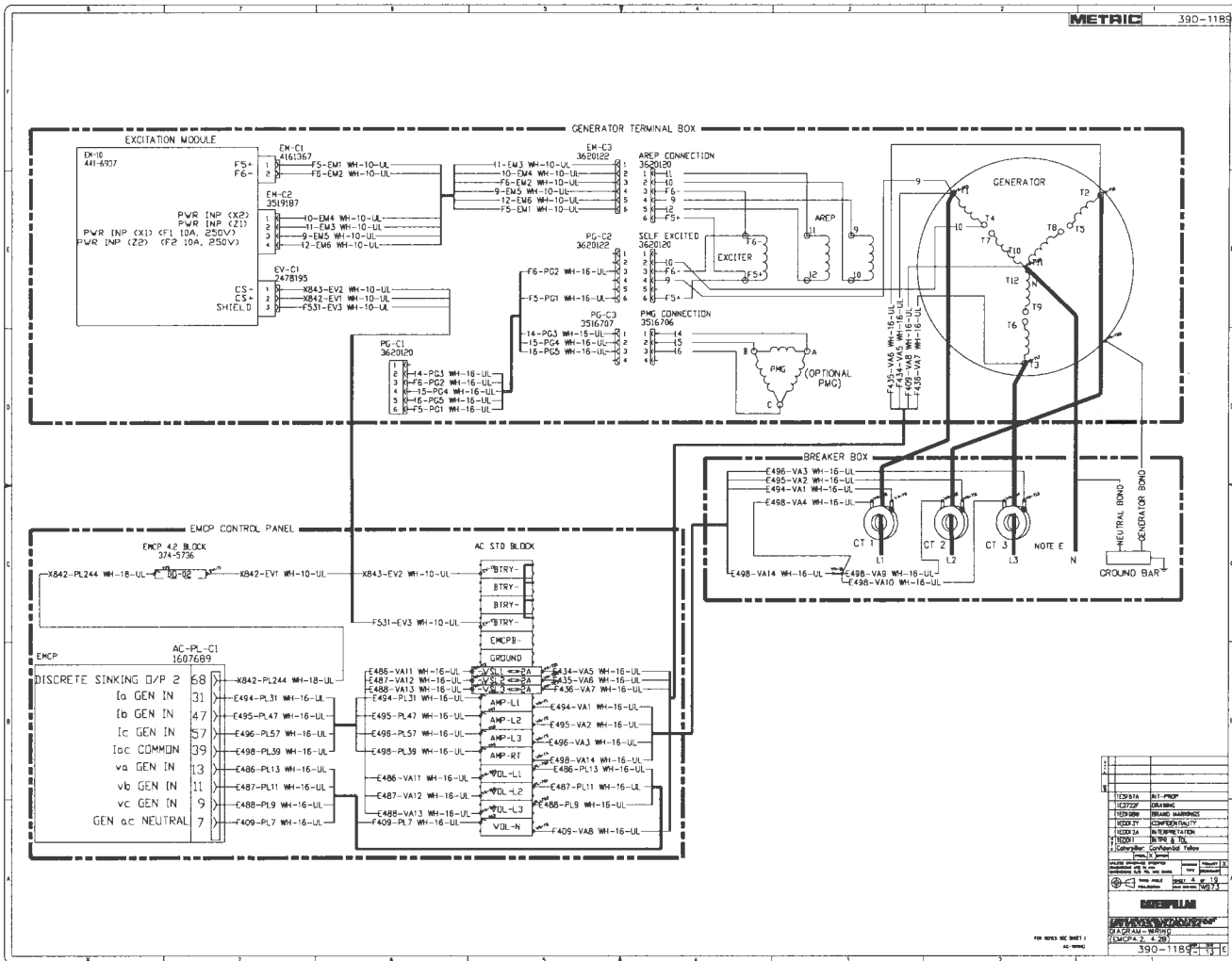
- | | | | |
|---|--|--|--------------------------------|
| 1 EMCP 4.2 CONTROL PANEL | 8 LOW ENERGY-DC CONTROL PANEL WIRING DUCT | 12 HIGH ENERGY TERMINAL AC/DC STRIP | 19 OPTIONAL DIO MODULE |
| 2 EMCP 4.2, EMCP4.2B CONTROLLER | 9 LOW ENERGY-DC CUSTOMER WIRING DUCT | 13 SMMS RELAY | 20 OPTIONAL DEVICE SERVER |
| 3 ESTOP PUSH BUTTON | 10 HIGH ENERGY AC/DC CONTROL PANEL WIRING DUCT | 14 CIRCUIT BREAKER-ECM | 21 OPTIONAL GROUND FAULT RELAY |
| 4 HS485 ANNUNCIATOR (OPTIONAL) | 11 HIGH ENERGY AC/DC CUSTOMER CONNECTION DUCT | 15 CIRCUIT BREAKER-STARTER | 22 TRANSUCER-GFI |
| 5 SERVICE TOOL CONNECTOR | | 16 CIRCUIT BREAKER-ALTERNATOR | |
| 6 DOCUMENT HOLDER | | 17 BREAKER TERMINAL STRIP (OPTIONAL BREAKER) | |
| 7 LOW ENERGY TERMINAL STRIP (DI,DO,RO,AI) | | 18 BREAKER BOX | |

REV	DATE	BY	CHKD	DESCRIPTION
1				INIT-PROP
2				ISSUE
3				REVISIONS
4				COMPLETION
5				INSPECTION
6				SHIPPING & TAG
7				REWORK
8				REWORK
9				REWORK
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21				REWORK
22				REWORK

FOR MORE SEE SHEET 1
COMPONENT LIST

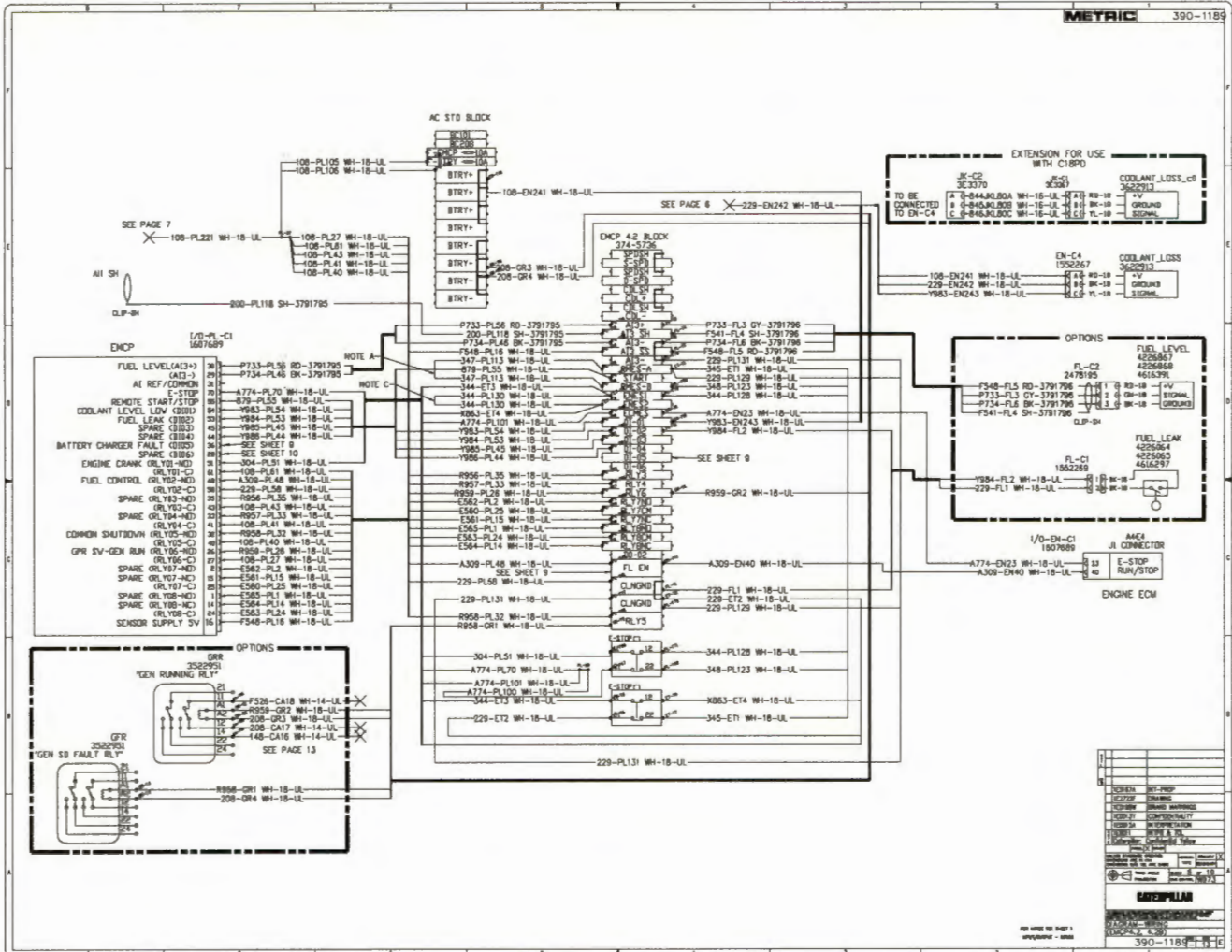


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104875	CRANK
104876	BRAND MARKINGS
104877	CONNECTIONS
104878	INTERPRETATION
104879	WIRE & BUL
104880	CONNECTIONS
104881	CONNECTIONS
104882	CONNECTIONS
104883	CONNECTIONS
104884	CONNECTIONS
104885	CONNECTIONS
104886	CONNECTIONS
104887	CONNECTIONS
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104900	CONNECTIONS

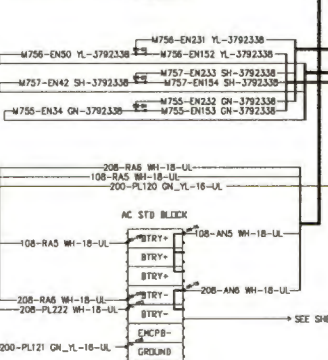
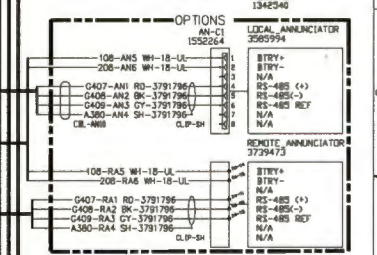
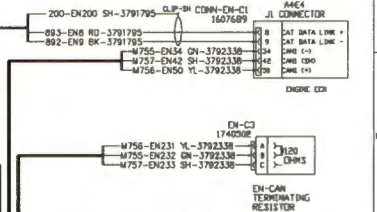
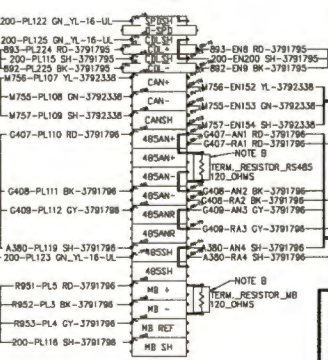
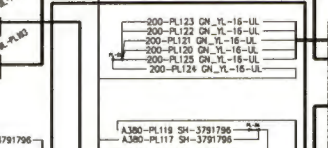
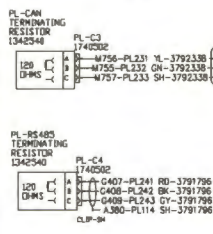
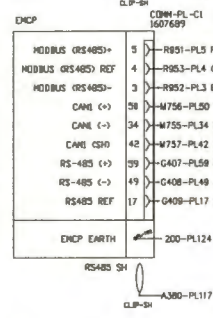
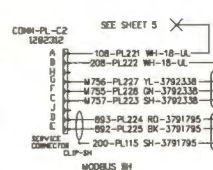


NO.	DATE	DESCRIPTION	BY	CHKD
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9		REVISION		
10		REVISION		

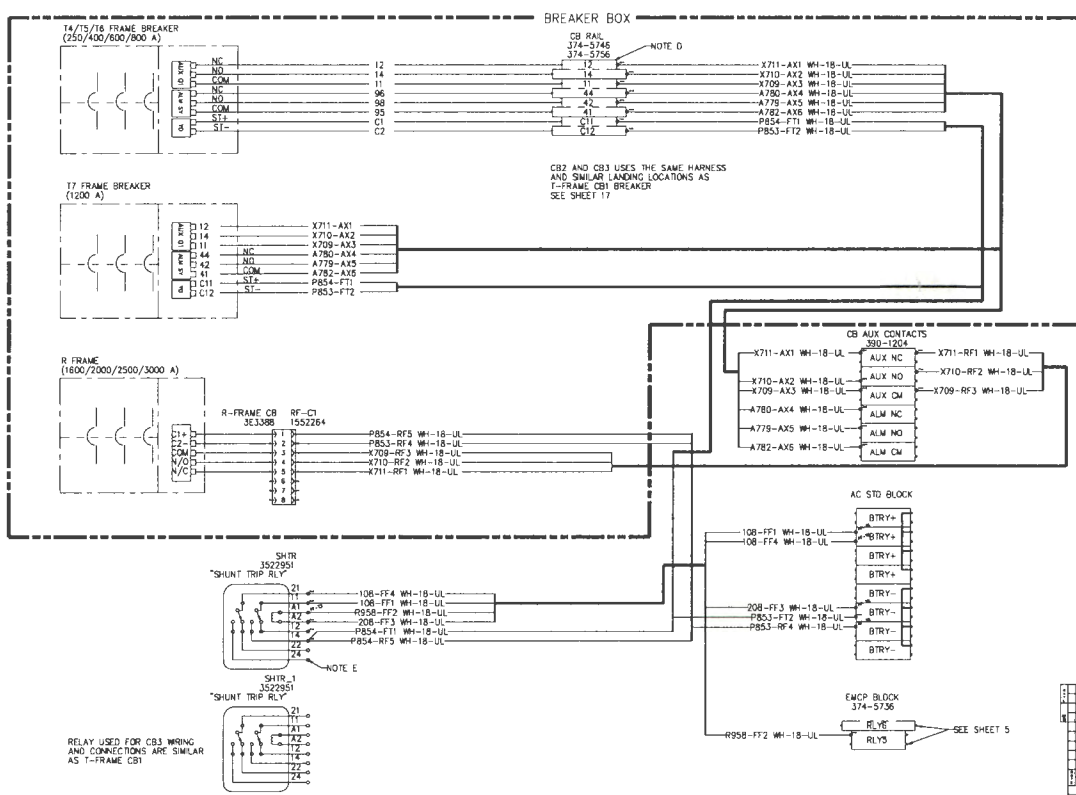
TESTED BY: []
DESIGNED BY: []
CHECKED BY: []
DATE: []
PROJECT: []
DRAWING NO.: 390-1189
SHEET NO.: 1 OF 1



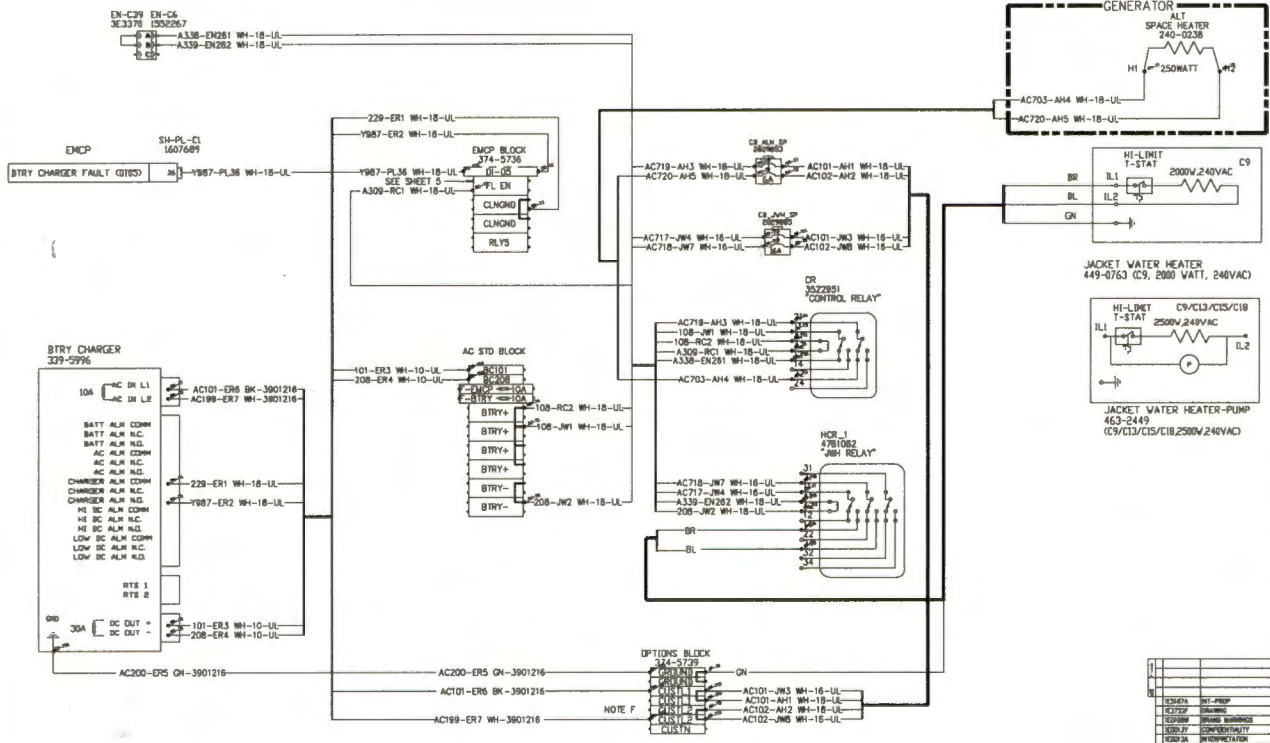
Pin	Signal
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2	GEN STOP
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14	GEN STOP
15	GEN STOP
16	GEN STOP



NO.	REV.	DATE	BY	CHKD	APP'D	DESCRIPTION
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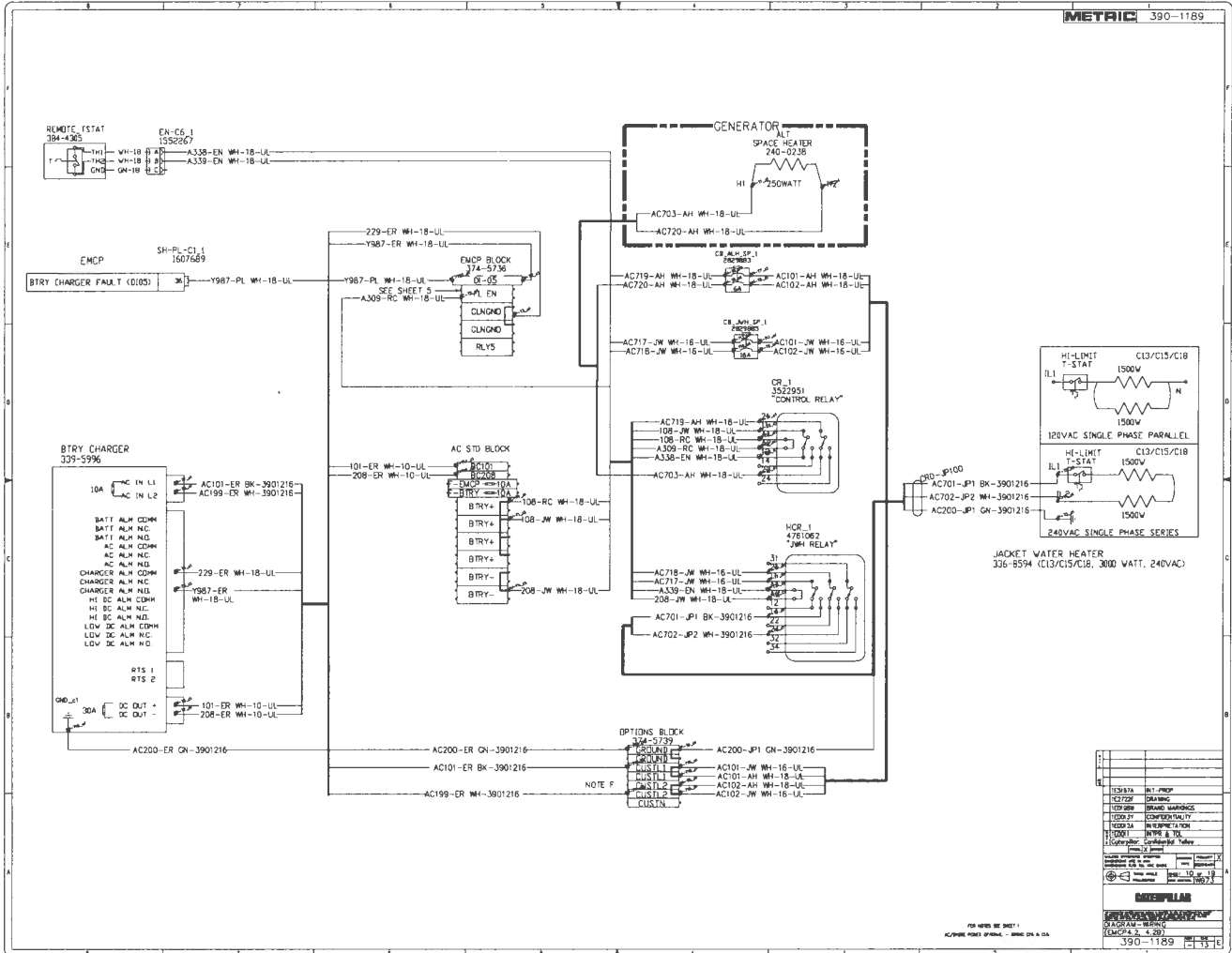
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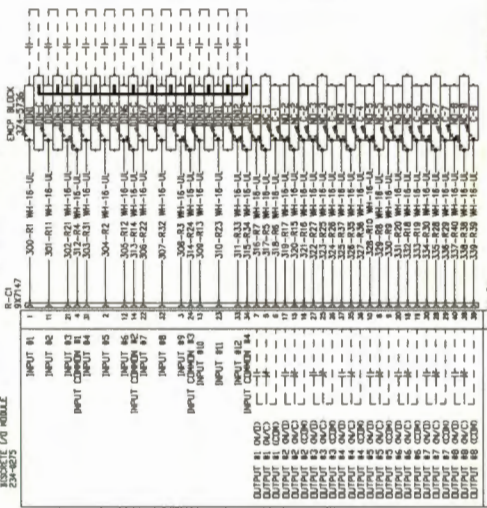
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SEE NOTES ON SHEET 1
ALTERNATE POWER OPTION - MODEL 39

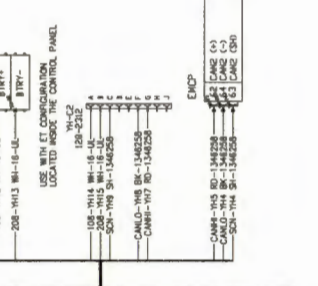
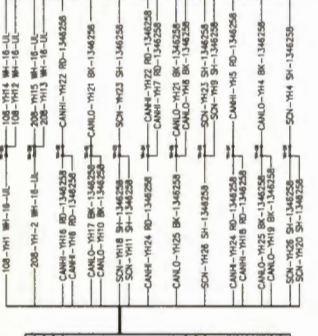
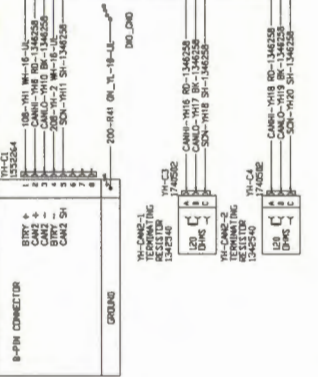
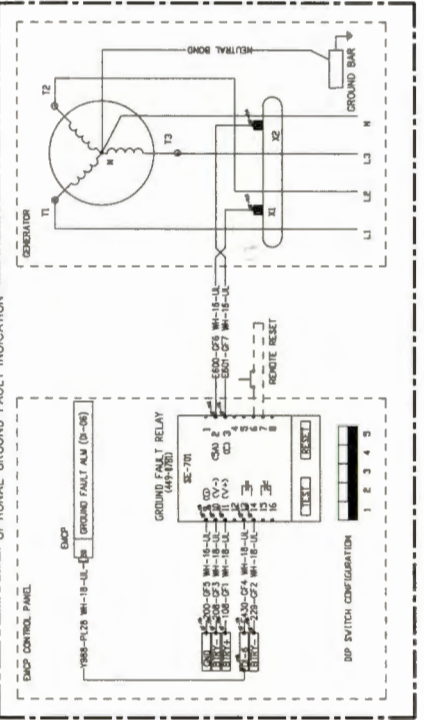
CATERPILLAR
390-1189



OPTIONAL DIO MODULE



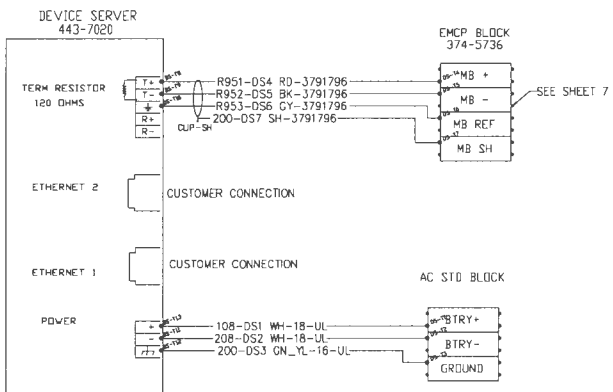
OPTIONAL GROUND FAULT INDICATION



DI0	DI0
DI1	DI1
DI2	DI2
DI3	DI3
DI4	DI4
DI5	DI5
DI6	DI6
DI7	DI7
DI8	DI8
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DI10	DI10
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DI51	DI51

SEE WIRING DIAGRAM 1
OPTIONAL GROUND FAULT INDICATION

OPTIONAL DEVICE SERVER - 1

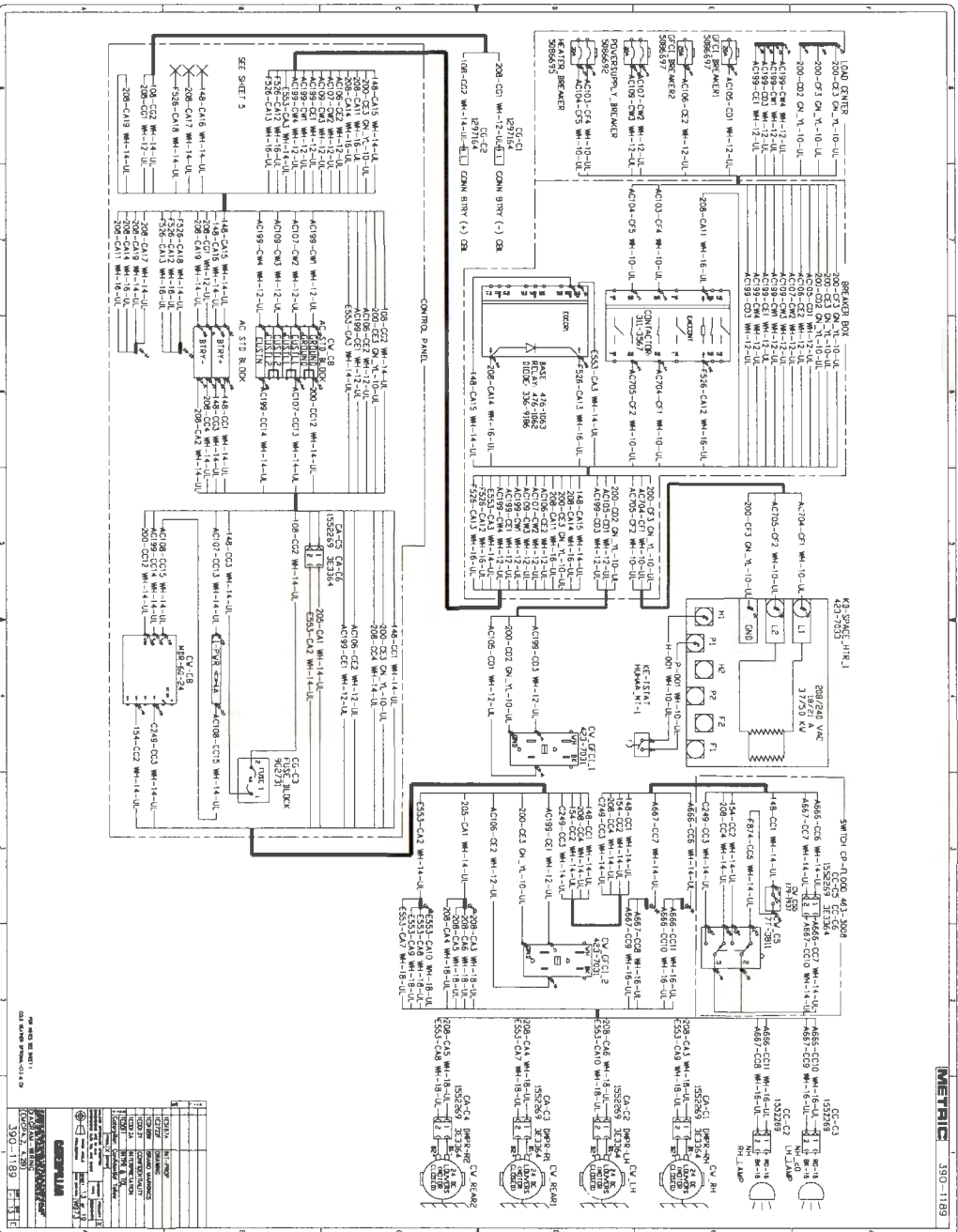


SEE SHEET 7

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FOR MORE SEE SHEET 1
OPTIONAL DEVICE SERVER

SCHEMATIC
 390-1189



NO.	DESCRIPTION	QTY	UNIT
1	150-001	1	PCB
2	150-002	1	PCB
3	150-003	1	PCB
4	150-004	1	PCB
5	150-005	1	PCB
6	150-006	1	PCB
7	150-007	1	PCB
8	150-008	1	PCB
9	150-009	1	PCB
10	150-010	1	PCB
11	150-011	1	PCB
12	150-012	1	PCB
13	150-013	1	PCB
14	150-014	1	PCB
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390-1188

DATE: 11/18/88

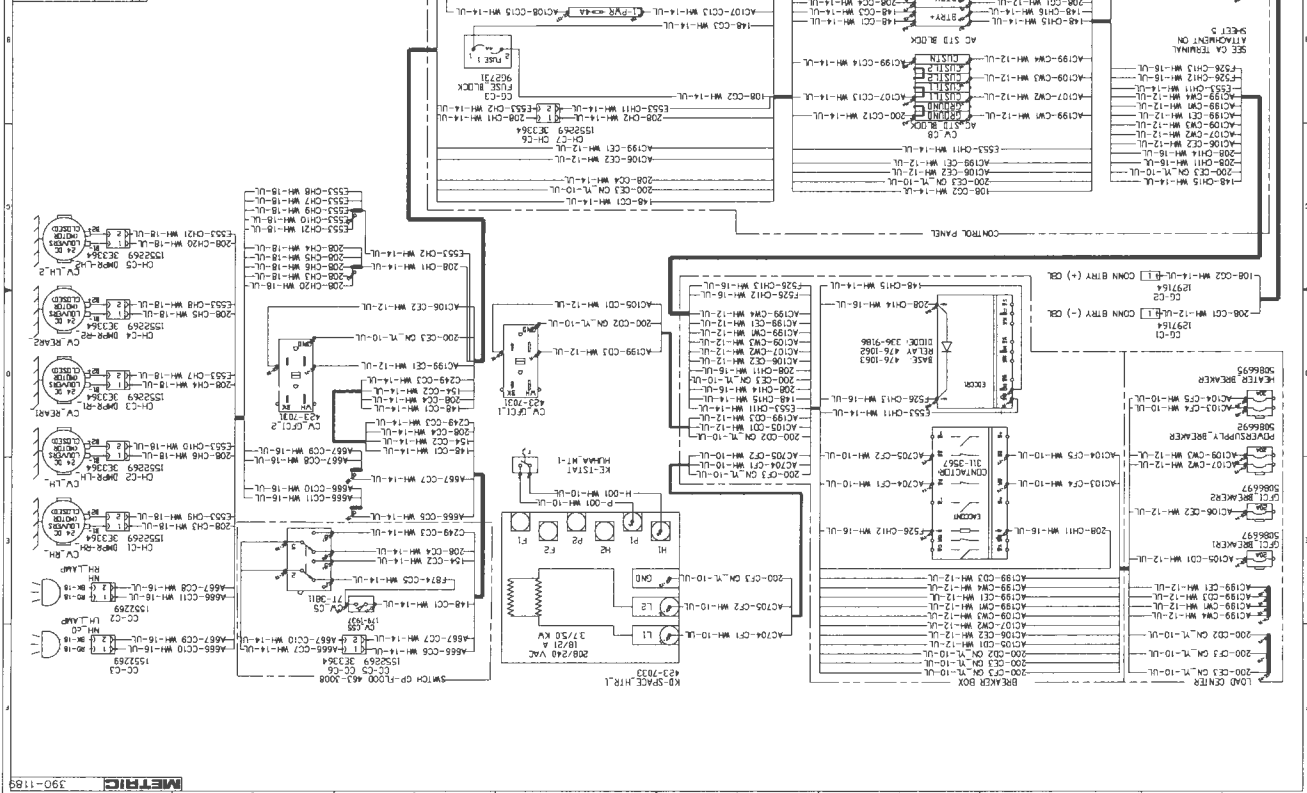
BY: [Signature]

PROJECT: [Project Name]

DESCRIPTION: [Description]

REVISIONS:

NO.	DESCRIPTION	DATE
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390-1188

DATE: 11/18/88

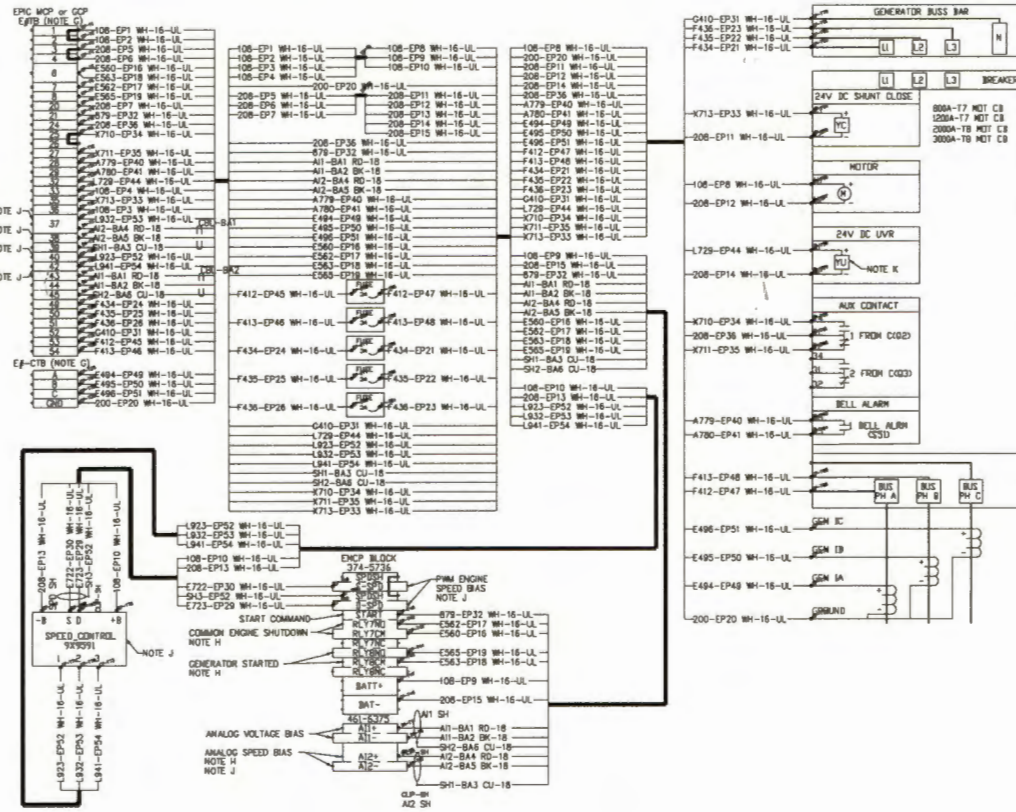
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PROJECT: [Project Name]

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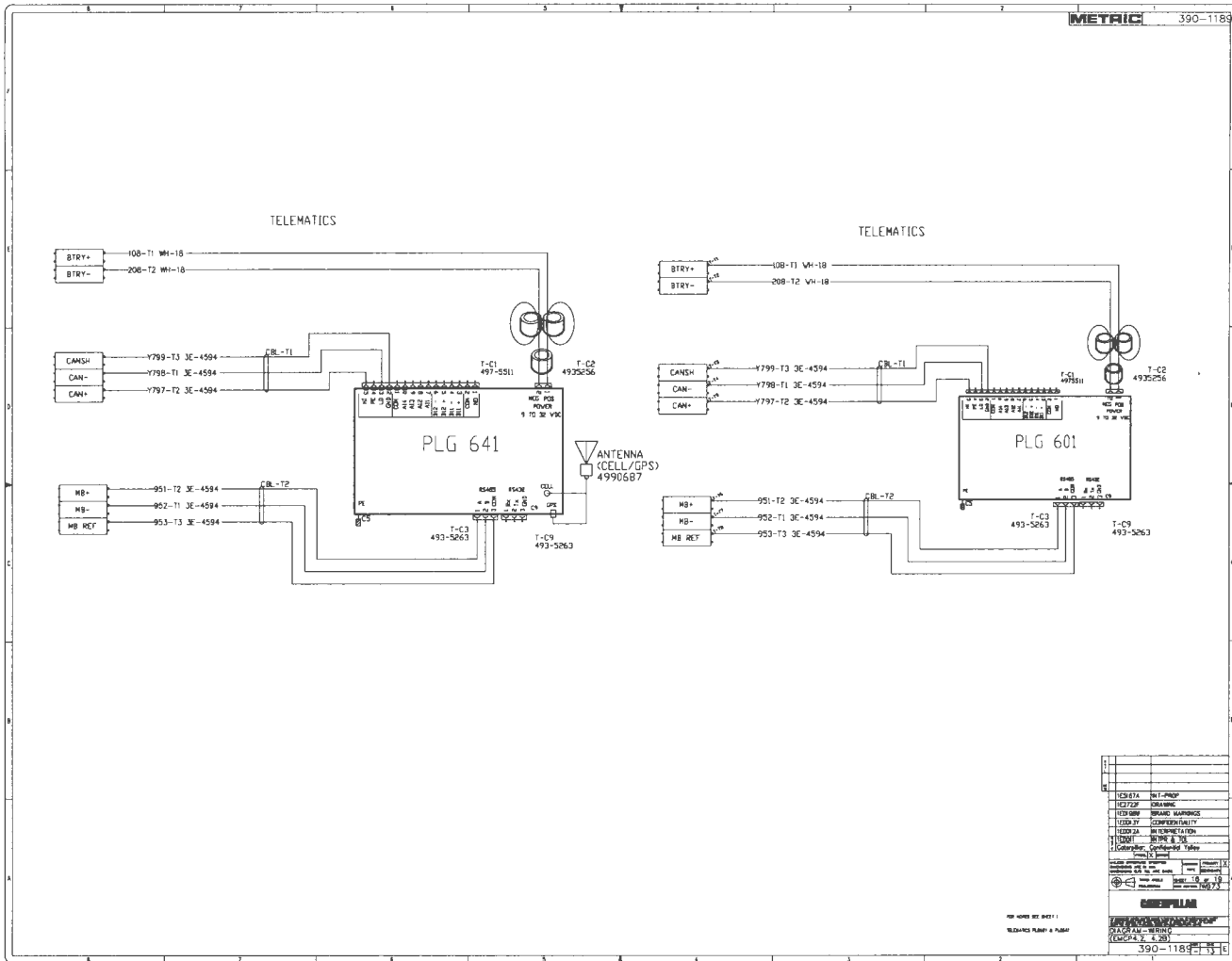
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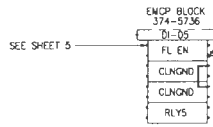
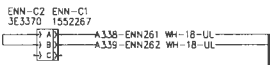
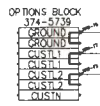
FOR NOTES SEE SHEET 1
FOR WIRE SIZES AND WIRE GAUGES SEE SHEET 2
SEE WIRE IDENTIFICATION

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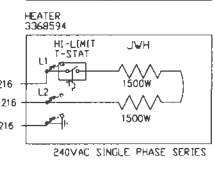
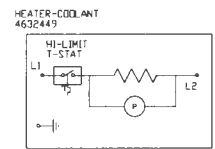
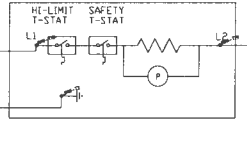
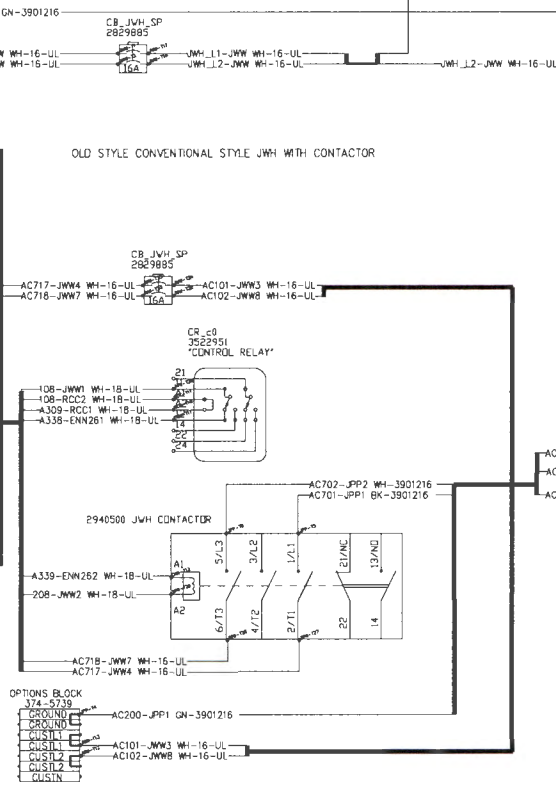
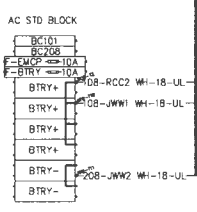


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TITLE			
TELEMATICS PLUG & PUSH			
390-1189			

PUMP STYLE JWH 578-9355



SEE SHEET 5

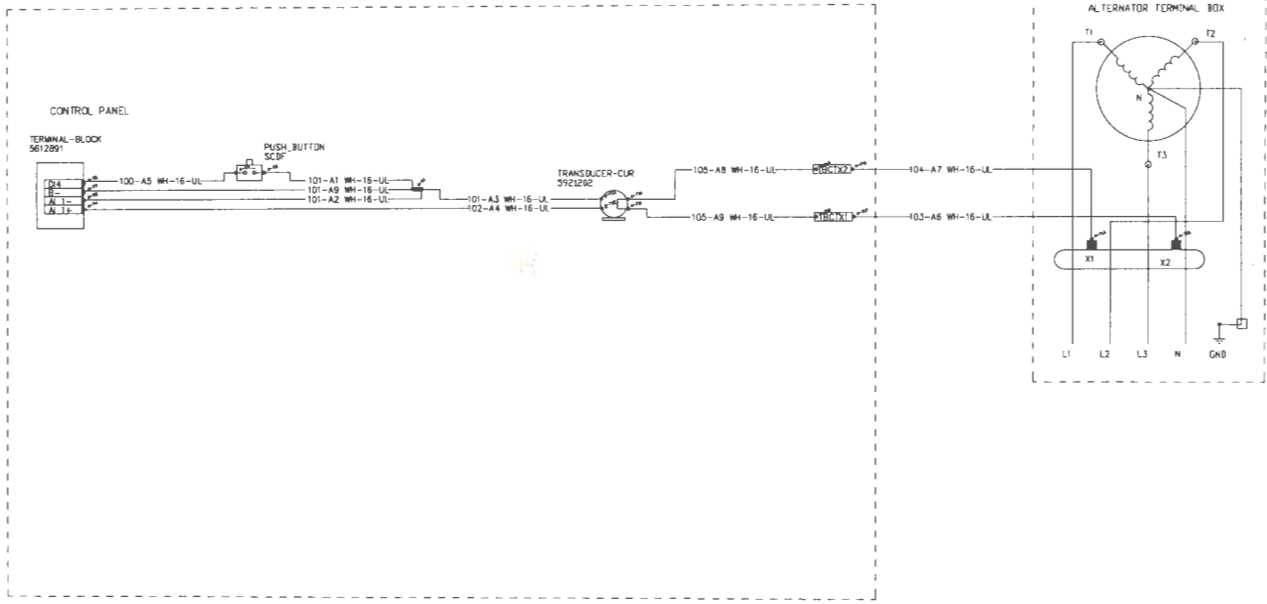


240VAC SINGLE PHASE SERIES

ES614	WI-PROP
ES729	DRAWING
ES806	FRONT WIRING
ES911	COMPONENTS
ES916	INTERNECTION
ES921	RIBS & DL
ES926	CONNECTION TABLE
ES931	TERMINALS
ES936	WIRING
ES941	WIRING
ES946	WIRING
ES951	WIRING
ES956	WIRING
ES961	WIRING
ES966	WIRING
ES971	WIRING
ES976	WIRING
ES981	WIRING
ES986	WIRING
ES991	WIRING
ES996	WIRING

FOR WIRE SEE SHEET 1
PUMP STYLE JWH 578-9355

EMCP BASE GROUND FAULT INDICATION



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FOR WIRE SEE PAGE 1
 SHOP NAME IS
CATERPILLAR
 390-1188-15-16

4

GENERAL INFORMATION

DIVISION OF RESPONSIBILITIES

CONTRACTOR'S RESPONSIBILITIES

EQUIPMENT DELIVERY

- Ring Power will provide delivery to jobsite ONLY. Offloading, including cranes, rigging and spreader bars are the contractor's responsibility.
- Equipment shall be delivered at one time. Additional deliveries for items such as transfer switches may be subject to additional charges.
- Deliveries shall be made on weekdays during regular business hours. Special delivery arrangements can be made, but may be subject to additional charges.

INSTALLATION

- FOUNDATION
 - Equipment shall be set on a foundation designed and constructed according to load requirements and soil conditions.
 - Vibration isolators, if applicable, must be adjusted prior to piping/wiring interconnection.
- WIRING
 - Supply and terminate all interconnecting control wiring between generator set, automatic transfer switch, battery charger, fuel tank, etc.
 - Control wiring shall be stranded conductor.
 - Supply and terminate load cables. Lugs are not provided unless specifically called out.
 - Supply and terminate AC power to AC powered accessories. Power must be available, but this equipment should not be energized prior to arrival of Ring Power personnel.
 - Control wiring must be run in separate conduit from power wiring.
- FUEL SYSTEM
 - Provide an adequate supply of high quality fuel for start up and load bank testing. Fuel shall be low sulfur #2 diesel fuel.

START-UP PROCEDURE

- Request start-up by completing and faxing the Request for Start-Up Checklist included with this submittal. Completion of the Request for Start-Up Checklist is mandatory prior to scheduling start-up.
- Scheduling start-up will require at least one (1) week after completion of the Request for Start-Up Checklist.
- Start-up activities shall be limited to those specified or those included in Caterpillar start-up procedures. Exception is taken to any specifications that are contradictory or in conflict with Caterpillar or Ring Power procedures and guidelines.
- Additional visits, delays or extensions of standard start-up activities due to incomplete site preparation will result in additional charges.
- Additional visits, delays or extensions of standard start-up activities due to failure of equipment outside of Ring Power's scope will result in additional charges.
- Start-up shall be performed on weekdays during regular business hours. Special start-up arrangements are available with advance notice and at additional charges.

RING POWER'S RESPONSIBILITIES

EQUIPMENT DELIVERY

- Provide delivery to jobsite – offloading by others.

INSTALLATION

- Provide engineering of all equipment provided in Ring Power's Scope of Supply, including design information and submittal drawings.
- Provide installation and engineering support.
- Provide Operation and Maintenance Manual(s) upon completion of testing. Allow two weeks minimum for completion of Operation and Maintenance Manual(s) after start-up has been completed.
- Ring Power will provide the manual quantities listed on the Sales Quote.

START-UP

- Schedule start-up upon receipt of the Request for Start-Up Checklist.
- Start-up shall be performed on weekdays during regular business hours. Special start-up arrangements are available with advance notice and at additional charges.
- Inspect all interconnecting control wiring.
- Inspect load cable termination.
- Inspect AC power terminations and authorize contractor to energize the AC powered options.
- Inspect fuel system installation.
- Inspect exhaust system installation.
- Perform start-up per Caterpillar Start-Up Procedures and Specifications. Exception is taken to any specifications that are contradictory or in conflict with Caterpillar or Ring Power procedures or guidelines.
- Check all control functions and safeties and verify system performance.
- Perform load test if called out in sales documents.
- Conduct training session with owner's representative.

REQUEST FOR START-UP CHECKLIST

JOB NO: 220730

JOB NAME: St. John's County Utility Department CR208

START-UP PROCEDURE IS AS FOLLOWS:

1. COMPLETE AND EMAIL THIS "REQUEST FOR START-UP CHECKLIST" TO JUSTIN MELTON PROJECT MANAGER, AT justin.melton@ringpower.com, OR FAX TO (904) 281-0831.
2. UPON RECEIPT, START-UP WILL BE SCHEDULED. PLEASE ALLOW AT LEAST ONE WEEK'S NOTICE FOR SCHEDULING.

PLEASE CONFIRM THAT THE FOLLOWING ARE COMPLETED. ALL ITEMS BELOW MUST BE COMPLETED PRIOR TO REQUESTING START-UP.

CUSTOMER RESPONSIBILITY:

- ___ COMMERCIAL POWER AVAILABLE AND TERMINATED AT TRANSFER SWITCH
- ___ POWER CABLES TERMINATED AT GENERATOR SET AND TRANSFER SWITCH
- ___ LOAD CABLES FROM BUILDING TERMINATED AT TRANSFER SWITCH
- ___ CONTROL WIRING TERMINATED AT GENERATOR SET AND TRANSFER SWITCH
- ___ REMOTE ALARM MODULE WIRING IS TERMINATED AT BOTH ENDS
- ___ FUEL SYSTEM INSTALLED AND CONNECTED
- ___ ADEQUATE SUPPLY OF GOOD QUALITY FUEL
- ___ EXHAUST SYSTEM INSTALLED AND CONNECTED
- ___ CUSTOMER SUPPLIED CIRCUIT FOR GENERATOR ACCESSORIES TERMINATED AT GENERATOR SET (DO NOT APPLY POWER UNTIL VERIFIED BY RING POWER REPRESENTATIVE)

****NOTE**** ALL SUPPORT EQUIPMENT MUST BE ON A CRITICAL CIRCUIT.
DO NOT ENERGIZE SUPPORT ITEMS UNTIL THEY HAVE BEEN INSPECTED FOR PROPER CONNECTION BY A RING POWER REPRESENTATIVE.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

JOBSITE CONTACT: _____

JOBSITE PHONE NUMBER: _____

JOBSITE FAX NUMBER: _____

FORM COMPLETION DATE: _____

REQUESTED START-UP DATE: _____

JUSTIN MELTON
PROJECT MANAGER
ELECTRIC POWER
(904) 494-1273 | (904) 281-0831 FAX
justin.melton@ringpower.com

Effective with sales to the first user on or after August 1, 2018

CATERPILLAR LIMITED WARRANTY

Industrial, Petroleum, Locomotive, and Agriculture Engine Products and Electric Power Generation Products Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new and remanufactured engines and new and rebuilt electric power generation products sold by it (including any products of other manufacturers packaged and sold by Caterpillar), to be free from defects in material and workmanship.

This warranty does not apply engines sold for use in on-highway vehicle or marine applications; engines in machines manufactured by or for Caterpillar: C175, 3500 and 3800 series engines used in locomotive applications; 3000 Family engines, C0.5 through C4.4 and ACERT™ (C6.8, C7, C7.1, C8, C9.3, C11, C13, C15, C18, C27, and C32) engines used in industrial, mobile agriculture and locomotive applications; or Cat® batteries, or Electric Power Generation Products manufactured or assembled in India. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

- For industrial engines, engines in a petroleum applications or Petroleum Power Systems (excluding petroleum fire pump application), or engines in a Locomotive application, or Uninterruptible Power Supply (UPS) systems, the warranty period is 12 months after date of delivery to the first user.
- For engines used in petroleum fire pump and mobile agriculture applications the warranty period is 24 months after date of delivery to the first user.
- For controls only (EPIC), configurable and custom switchgear products, and automatic transfer switch products, the warranty period is 24 months after date of delivery to the first user.
- For new CG132, CG170 and CG280 series power generation products the warranty period is 24 months after date of delivery to first user, but not to exceed 36 months from shipment from the Caterpillar place of manufacture.
- For electric power generation products other than CG132, CG170 and CG280 series in prime or continuous applications the warranty period is 12 months. For standby applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.
- For Caterpillar rebuilt electric power generation products the warranty period is 12 months, but not to exceed 24 months from shipment of rebuilt electric power generation product from Caterpillar.
- For all other applications the warranty period is 12 months after date of delivery to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, Remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, including labor to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems, if required.

For new 3114, 3116, and 3126 engines and, new and Caterpillar rebuilt electric power generation products (which includes the following: any new products of other manufacturers packaged and sold by Caterpillar)

- Provide travel labor, up to four hours round trip, if in the opinion of Caterpillar, the product cannot reasonably be transported to a place of business of a Cat dealer or other source approved by Caterpillar (travel labor in excess of four hours round trip, and any meals, mileage, lodging, etc. is the user's responsibility).

For all other products:

- Provide reasonable travel expenses for authorized mechanics, including meals, mileage, and lodging, when Caterpillar chooses to make the repair on-site.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities," including costs beyond those required to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems.
- Travel or transporting costs, except as stated under "Caterpillar Responsibilities."

- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repairs or adjustments, and unauthorized fuel setting changes.
- Damage to parts, fixtures, housings, attachments, and accessory items that are not part of the engine, Cat Selective Catalytic Reduction System or electric power generation product (including any products of other manufacturers packaged and sold by Caterpillar).
- Repair of components sold by Caterpillar that is warranted directly to the user by their respective manufacturer. Depending on type of application, certain exclusions may apply. Consult your Cat dealer for more information.

(Continued on reverse side...)

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Hawaii, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (308) 675-1000. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc, 100 N.E. Adams St., Peoria, IL USA 61629, Attention: Customer Service Manager, Telephone 1 (308) 675-1000, outside the USA and Canada: Contact your Cat dealer.

B) For products operating in Australia, Fiji, Hawaii, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED, WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

- I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR
- II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 308 675 1000, THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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CAT® PROTECTS YOUR INVESTMENT AT NO ADDITIONAL COST

5 YEAR PLATINUM EXTENDED SERVICE COVERAGE (ESC) NOW INCLUDED WITH YOUR CAT STANDBY GENERATOR SET PURCHASE*

*Applicable to diesel C4.4 - C32 gensets only

Your operation depends on reliable power. That's why you trust Cat® generator sets. With the most robust ESC in the industry, you receive coverage that's just as durable and long lasting. ESC protects your investment and your peace of mind.

Platinum level ESC is a reliable top choice coverage from Caterpillar. It covers the as-shipped consist of the generator set from the factory and offers Additional Allowances. Some exclusions apply.

COOLING SYSTEM	PLATINUM
Thermostat Housing	✓
Water Manifold Housing	✓
Jacket Water Precooler	✓
Jacket Water Pump	✓
Thermostat	✓
Radiator & Fan	✓
FUEL SYSTEM	
Steel Fuel Lines	✓
Fuel Shutoff Solenoid	✓
Fuel Injectors	✓
Fuel Transfer Pump & Housing	✓
Fuel Priming Pump	✓
Fuel Transfer Pump	✓
LUBRICATION SYSTEM	
Pan, Pump Cooler	✓
Crankcase Breather	✓
Engine Oil Pump Drive	✓
Prelubrication Pump	✓
ELECTRIC SYSTEM	
Control Module (ECM)	✓
Sensors: All Engine Sensors	✓
Wiring Harness & Connectors	✓
Starter	✓
Engine Alternator	✓
ALTERNATOR END	
Alternator, including Rotor Stator and Exciter	✓
Generator Controls	✓
Power Center	✓

AIR INDUCTION AND EXHAUST	PLATINUM
Exhaust Manifolds, Studs & Gaskets	✓
Inlet Air Heater Relay	✓
Intake Manifold	✓
Turbocharger(s)	✓
Air-to-Air Cores	✓
Muffler / Exhaust System	✓
Exhaust Guards	✓
Diesel Oxidation Catalyst	✓
SHORT BLOCK	
Cylinder Block Casting	✓
Crankshaft	✓
Connecting Rod Assembly	✓
Piston, Wrist Pin, Retainer Clip & Piston Rings	✓
Idler and Timing Gears	✓
Accessory Drive	✓
CYLINDER HEAD	
Cylinder Head	✓
Intake & Exhaust Valves	✓
Valve Mechanism	✓
Camshaft, Camshaft Bearings, Key, Gear	✓
FRONT & REAR COVERS	
Front Cover / Plate / Housing / Gears & Gaskets	✓
Vibration Damper	✓
Flywheel Housing & Gasket	✓
AFTERTREATMENT (FACTORY INSTALLED)	
Diesel Particulate Filter	✓
Selective Catalytic Reduction	✓

For visual purposes only. Not all covered components listed.

PLATINUM ESC ADDITIONAL ALLOWANCES

TRAVEL / MILEAGE LIMITATIONS	
Up to 7.5 liters	4 hr / 200 mi
Over 7.5 liters up to 32 liters	8 hr / 320 mi
EMERGENCY FREIGHT	
\$500 USD	✓
RENTAL	
Up to 7.5 liters	\$5,000 USD
Over 7.5 liters up to 32 liters	\$10,000 USD

PLATINUM PLUS ESC ADDITIONAL ALLOWANCES

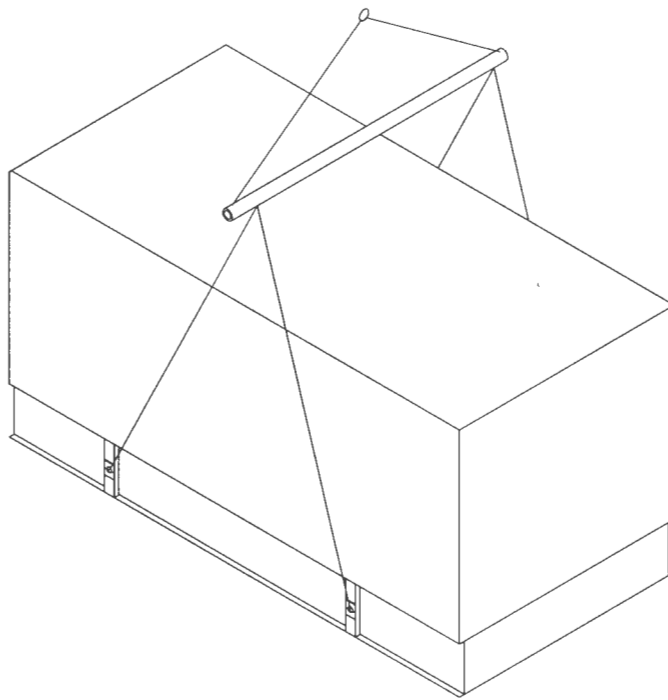
TRAVEL / MILEAGE LIMITATIONS	
10 hr / 500 mi	✓
RENTAL	
Up to 7.5 liters	\$10,000 USD
Over 7.5 liters up to 32 liters	\$20,000 USD
CRANE & RIGGING	
Up to 7.5 liters	\$1,000 USD
Over 7.5 liters up to 32 liters	\$5,000 USD
OVERTIME	
Up to 32 liters	\$3,000 USD

Based on Engine Displacement in Liters.

UPGRADING YOUR ESC

You may choose to upgrade to Platinum Plus coverage level or extend to a maximum 120 month term. Work with your local Cat dealer to price and register the ESC extension and get the protection and peace of mind you deserve.

This marketing tool does not represent a contract or obligation of any kind between Caterpillar Inc., its subsidiaries or affiliates, and the equipment owner. For details on any dealer agreement, including a complete description of the terms, conditions, and/or exclusions, contact your local Cat dealer. All graphics and lists in this marketing tool are provided solely for general information purposes and are not intended to be a solicitation or an offer to sell any product or service.



RECOMMENDED OFF-LOADING METHOD

- SPREADER BAR MUST BE WIDER THAN ENCLOSURE
- ALL LIFTING EYES MUST BE USED

Ring Power®		CAT®	
EQUIPMENT LIFTING DIAGRAM			
DRAWN BY:	JW	REVISION	
DATE:	06/26/16	REVISION	
SCALE:	NONE	DRAWING NO.:	LIFT

5

TRANSFER SWITCH



SJCUD CR-208 Ground Storage Tank and Booster PS

SWITCH SUBMITTAL

REVISION 1

Alfredo Engay
Sales Representative
Alfredo.EngayJr@ascopower.com
Tel # 9739662040

SJCUD CR-208 Ground Storage Tank and Booster PS

Reference Quote: E3-22-515789-1-1
Sales Order: N/A

TRANSFER SWITCH DETAILS									
ATS NAME	QTY	AMPS / POLES (VOLTS)	BYPASS	TRANSITION TYPE	CATALOG NUMBER	ACCESSORIES	OUTLINE DRAWING	WIRING DIAGRAM	BOM NUMBER
	1	0800 / 3 (480V)	N/A	DELAYED	H3ADTSA30800NGXC	11BE,18RX	1001394	1001660	1026186

Transfer Switch Withstand and Closing Ratings																						
		300, 4000 & 7000 Series						4000 & 7000 Series						7000 Series								
ATS NAME	FRAME SIZE	SWITCH RATING AMPS		CURRENT LIMITING FUSES				SPECIFIC BREAKER			TIME BASED						Short Time Ratings ³ (sec)					
																	480V Max.			600V Max.		
		Transfer Switches	Bypass Switches	480V Max.	480V Max.	MAX SIZE, A	CLASS	240V Max.	480V Max.	600V Max.	Time(Sec)	240V Max.	480V Max.	600V Max.	.13	.2	.3	.5	.1	.13	.3	.5
	H	800 - 1200	800 - 1200	200kA	200kA	1600 ⁴	L	65kA	65kA	65kA	0.05	50kA	50kA	50kA	36kA	-	36kA	-	-	-		

NOTES:

- 1) All WCR values indicated are tested in accordance with the requirements of UL 1008, 7th Edition.
- 2) Application requirements may permit higher WCR for certain switch sizes.
- 3) Short Time ratings are provided for applications involving circuit breakers that utilize trip delay settings for system selective coordination
- 4) Max fuse rating is 1200A on front connected H frame switches

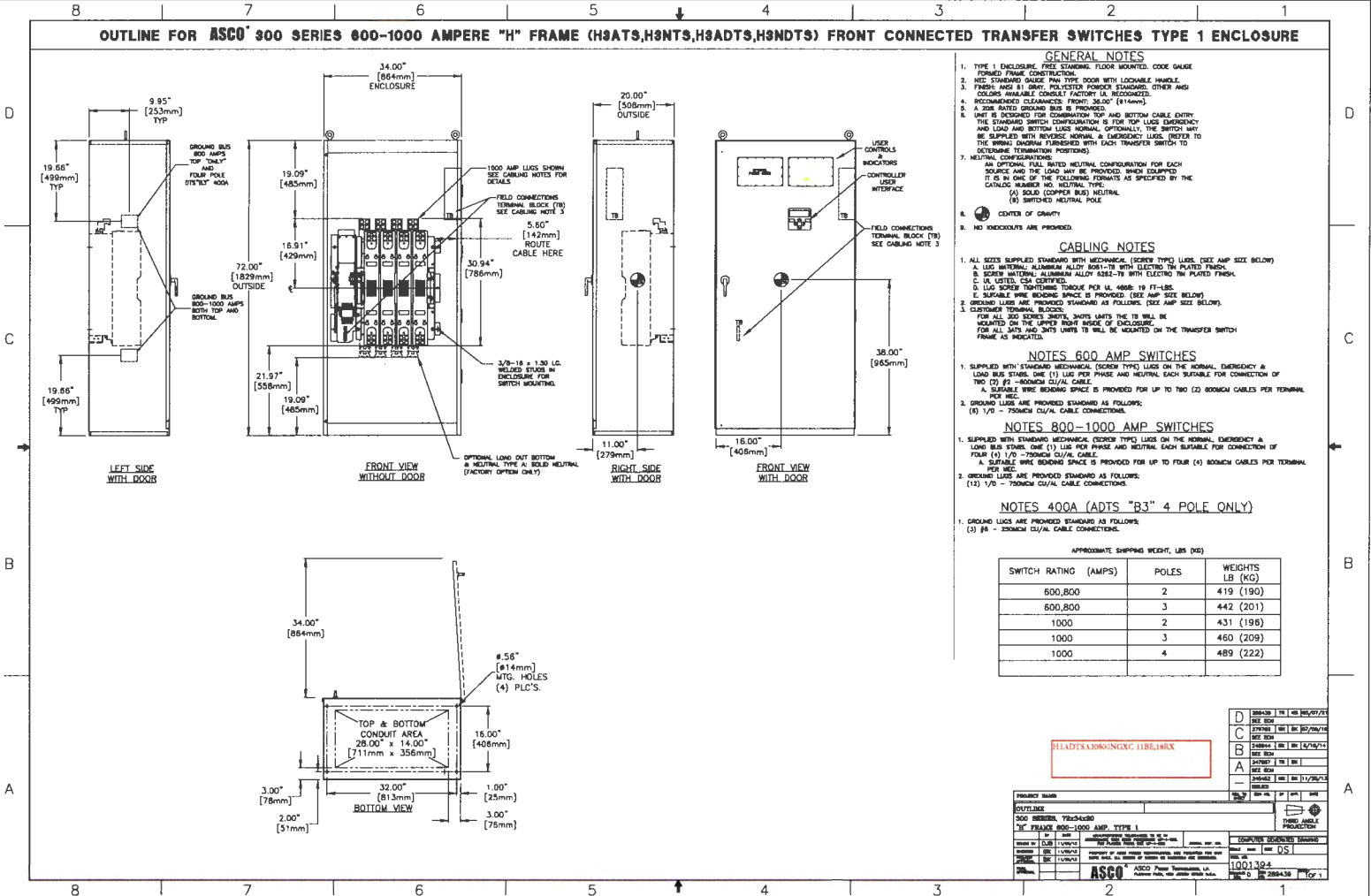
SJCUD CR-208 Ground Storage Tank and Booster PS

Transfer Switch Details

#1	ATS	AMPS: 0800	QTY: 1
Product	: Series 300	Catalog Number	: H3ADTSA30800NGXC
Service Voltage / Hz	: 480V/60Hz	Optional Accessories	: 11BE,18RX
Bypass Isolation	: Not Applicable	Product Description	: 300 Series, Automatic Delayed Transition Transfer Switch
No. of Switched Poles	: 3	Neutral Configuration	: Solid [A]
Withstand Rating:	: See WCR table below	No. of Cables & Lug Size	: 4, 1/0 AWG to 600 MCM
Frame = H, Switch Rating = 0800, Series = 300			
Enclosure	: 1(C)-UL Type 1 Enclosure	Service	: Three Phase, 4-wire
Extended Warranty	: Not Included	Markings	:

#	ACCESSORY DESCRIPTIONS	
	Accessory Code	Description
1	11BE	Adds the following features to the Group G controller: (1) Serial RS-485 Modbus Communications (2) Multi-Schedule Engine Exerciser (3) a 300 Entry Event Log and (4) a common alarm output function. When applied on 3-phase systems it also enables: (1) 3-Phase Emergency Source VLL sensing (2) Phase Rotation Monitoring (3) Emergency Source VLL Unbalance Monitoring.
2	18RX	REX (Relay Expansion Module) with Normal and Emergency available output contacts (18B & 18G)

OUTLINE FOR ASCO® 300 SERIES 600-1000 AMPERE "H" FRAME (H3ATS, H3NTS, H3ADTS, H3NDTS) FRONT CONNECTED TRANSFER SWITCHES TYPE 1 ENCLOSURE



GENERAL NOTES

- TYPE 1 ENCLOSURE, FREE STANDING, FLOOR MOUNTED, COOL GAUGE FORMED FRAME CONSTRUCTION.
- NEC STANDARD GROUND PAN TYPE DOOR WITH LOCKABLE HANDLE. FINISH AND 8' GRAY POLYESTER POWDER COATED. OTHER FINISHES AVAILABLE CONSULT FACTORY (A) RECOMMENDED.
- RECOMMENDED CLEARANCES: FRONT: 36.00" (914mm); TOP: 20.00" (508mm); BOTTOM: 11.00" (279mm).
- A 200 AMPER GROUND BUS IS PROVIDED.
- UNIT IS DESIGNED FOR CONNECTION TOP AND BOTTOM CABLE ENTRY. THE STANDARD SWITCH CONFIGURATION IS FOR TOP LUGS (EMERGENCY AND LOAD) AND BOTTOM LUGS (NORMAL). OPTIONALLY, THE SWITCH MAY BE SUPPLIED WITH REVERSE NORMAL & EMERGENCY LUGS (REFER TO THE BROWN DIAGRAM FURNISHED WITH EACH TRANSFER SWITCH TO DETERMINE TERMINATION POSITIONS).
- NEUTRAL CONFIGURATIONS:
 - (A) OPTIONAL FULL RATED NEUTRAL CONFIGURATION FOR EACH SOURCE AND THE LOAD MAY BE PROVIDED WHEN EQUIPPED WITH A NEUTRAL TYPE A (SOLID COPPER BUS) NEUTRAL.
 - (B) SWITCHED NEUTRAL POLE.
- CENTER OF GRAVITY.
- NO KNOCKOUTS ARE PROVIDED.

CABLING NOTES

- ALL SIZES SUPPLIED STANDARD WITH MECHANICAL (SCREW TYPE) LUGS (SEE AMP SIZE BELOW).
- A LUG MATERIAL: ALUMINUM ALLOY 6061-T6 WITH ELECTRO TIN PLATED FINISH.
- SCREW MATERIAL: ALUMINUM ALLOY 6352-T6 WITH ELECTRO TIN PLATED FINISH.
- C U.S. LISTED, CSA CERTIFIED.
- LUG SCREW TIGHTENING TORQUE PER UL 486B: 19 FT-LBS.
- A SUITABLE WIRE BENDING SPACE IS PROVIDED (SEE AMP SIZE BELOW).
- GROUND LUGS ARE PROVIDED STANDARD AS FOLLOWS (SEE AMP SIZE BELOW):
 - (1) 1/2" - 750MCM CU/AL CABLE.
 - (2) 3/4" - 1000MCM CU/AL CABLE.
 - (3) 1" - 1250MCM CU/AL CABLE.
 - (4) 1 1/4" - 1750MCM CU/AL CABLE.
 - (5) 1 1/2" - 2250MCM CU/AL CABLE.
- FOR ALL 300 SERIES SWITCHES, SWITCH PARTS ARE TO BE MOUNTED ON THE UPPER RIGHT INSIDE OF ENCLOSURE. FOR ALL 3ATS AND 3NTS UNITS TO BE MOUNTED ON THE TRANSFER SWITCH FRAME AS INDICATED.

NOTES 600 AMP SWITCHES

- SUPPLIED WITH STANDARD MECHANICAL (SCREW TYPE) LUGS ON THE NORMAL, EMERGENCY & LOAD BUS STABS, ONE (1) LUG FOR PHASE AND NEUTRAL EACH SUITABLE FOR CONNECTION OF TWO (2) #1 - 750MCM CU/AL CABLE.
- A SUITABLE WIRE BENDING SPACE IS PROVIDED FOR UP TO FOUR (4) 800MCM CABLES PER TERMINAL FOR REC.
- GROUND LUGS ARE PROVIDED STANDARD AS FOLLOWS:
 - (1) 1/2" - 750MCM CU/AL CABLE CONNECTIONS.
 - (2) 3/4" - 1000MCM CU/AL CABLE CONNECTIONS.

NOTES 800-1000 AMP SWITCHES

- SUPPLIED WITH STANDARD MECHANICAL (SCREW TYPE) LUGS ON THE NORMAL, EMERGENCY & LOAD BUS STABS, ONE (1) LUG FOR PHASE AND NEUTRAL EACH SUITABLE FOR CONNECTION OF FOUR (4) 1/2" - 750MCM CU/AL CABLE.
- A SUITABLE WIRE BENDING SPACE IS PROVIDED FOR UP TO FOUR (4) 800MCM CABLES PER TERMINAL FOR REC.
- GROUND LUGS ARE PROVIDED STANDARD AS FOLLOWS:
 - (1) 1/2" - 750MCM CU/AL CABLE CONNECTIONS.
 - (2) 3/4" - 1000MCM CU/AL CABLE CONNECTIONS.

NOTES 400A (ADTS "B3" 4 POLE ONLY)

- GROUND LUGS ARE PROVIDED STANDARD AS FOLLOWS:
 - (1) 1/2" - 750MCM CU/AL CABLE CONNECTIONS.
 - (2) 3/4" - 1000MCM CU/AL CABLE CONNECTIONS.

APPROXIMATE SHIPPING WEIGHT, LBS (KG)

SWITCH RATING (AMPS)	POLES	WEIGHTS (LB)	WEIGHTS (KG)
600,800	2	419	(190)
600,800	3	442	(201)
1000	2	431	(196)
1000	3	450	(209)
1000	4	489	(222)

111ADTS1000GXIC11BE18XX

PROJECT NAME	DATE	BY	CHKD
OUTLINE			
200 AMPER, 750-1000			
"H" FRAME 600-1000 AMP. TYPE 1			
DATE	DESIGNED BY	APPROVED BY	DATE
SCALE	PROJECT NO.	REV.	DATE
ASCO		1001394	REV. 0
ASCO Power Technologies, Inc.		1001394	REV. 0
1001394		REV. 0	DATE
1001394		REV. 0	DATE

8 7 6 5 4 3 2 1

THREE PHASE WIRING FOR ASSCO 300 SERIES DELAYED TRANSITION TRANSFER SWITCHES (H3ADTS/H3NDTS) 800-1200 AMPERES WITH GROUP 6 CONTROLS

GENERAL INFORMATION

GENERAL INFORMATION: THE THREE PHASE TRANSFER SWITCHES ARE DESIGNED FOR 3-Phase Power Systems. The transfer switch is designed to transfer the load from the normal power source to the emergency power source in the event of a power failure. The transfer switch is designed to transfer the load from the normal power source to the emergency power source in the event of a power failure. The transfer switch is designed to transfer the load from the normal power source to the emergency power source in the event of a power failure.

INSTALLATION: THE TRANSFER SWITCH SHOULD BE INSTALLED IN A LOCATION WHERE IT IS ACCESSIBLE TO THE OPERATOR. THE TRANSFER SWITCH SHOULD BE INSTALLED IN A LOCATION WHERE IT IS ACCESSIBLE TO THE OPERATOR. THE TRANSFER SWITCH SHOULD BE INSTALLED IN A LOCATION WHERE IT IS ACCESSIBLE TO THE OPERATOR.

OPERATION: THE TRANSFER SWITCH IS OPERATED BY THE OPERATOR. THE TRANSFER SWITCH IS OPERATED BY THE OPERATOR. THE TRANSFER SWITCH IS OPERATED BY THE OPERATOR. THE TRANSFER SWITCH IS OPERATED BY THE OPERATOR. THE TRANSFER SWITCH IS OPERATED BY THE OPERATOR.

SAFETY: THE TRANSFER SWITCH IS A HIGH VOLTAGE DEVICE. THE TRANSFER SWITCH IS A HIGH VOLTAGE DEVICE. THE TRANSFER SWITCH IS A HIGH VOLTAGE DEVICE. THE TRANSFER SWITCH IS A HIGH VOLTAGE DEVICE. THE TRANSFER SWITCH IS A HIGH VOLTAGE DEVICE.

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TESTING: THE TRANSFER SWITCH SHOULD BE TESTED REGULARLY. THE TRANSFER SWITCH SHOULD BE TESTED REGULARLY. THE TRANSFER SWITCH SHOULD BE TESTED REGULARLY. THE TRANSFER SWITCH SHOULD BE TESTED REGULARLY. THE TRANSFER SWITCH SHOULD BE TESTED REGULARLY.

MAINTENANCE: THE TRANSFER SWITCH SHOULD BE MAINTAINED REGULARLY. THE TRANSFER SWITCH SHOULD BE MAINTAINED REGULARLY. THE TRANSFER SWITCH SHOULD BE MAINTAINED REGULARLY. THE TRANSFER SWITCH SHOULD BE MAINTAINED REGULARLY. THE TRANSFER SWITCH SHOULD BE MAINTAINED REGULARLY.

NOTES: THE TRANSFER SWITCH IS DESIGNED FOR USE IN A LOCATION WHERE IT IS ACCESSIBLE TO THE OPERATOR. THE TRANSFER SWITCH IS DESIGNED FOR USE IN A LOCATION WHERE IT IS ACCESSIBLE TO THE OPERATOR. THE TRANSFER SWITCH IS DESIGNED FOR USE IN A LOCATION WHERE IT IS ACCESSIBLE TO THE OPERATOR.

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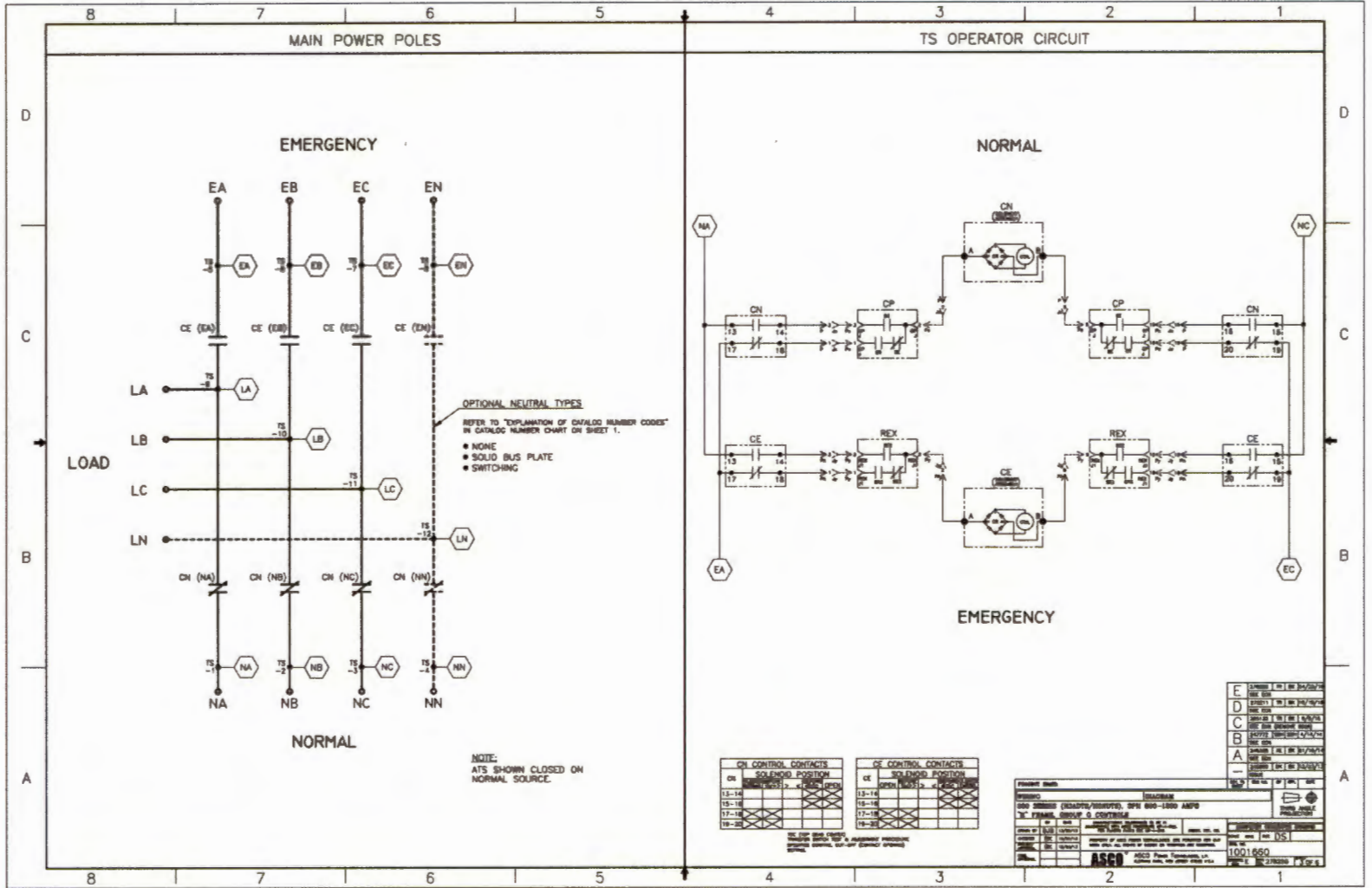
H3ADTSA30800NGXC 11BF,18RX

ASSCO

ASSCO 300 SERIES DELAYED TRANSITION TRANSFER SWITCHES (H3ADTS/H3NDTS) 800-1200 AMPERES WITH GROUP 6 CONTROLS

DATE	BY	REVISION

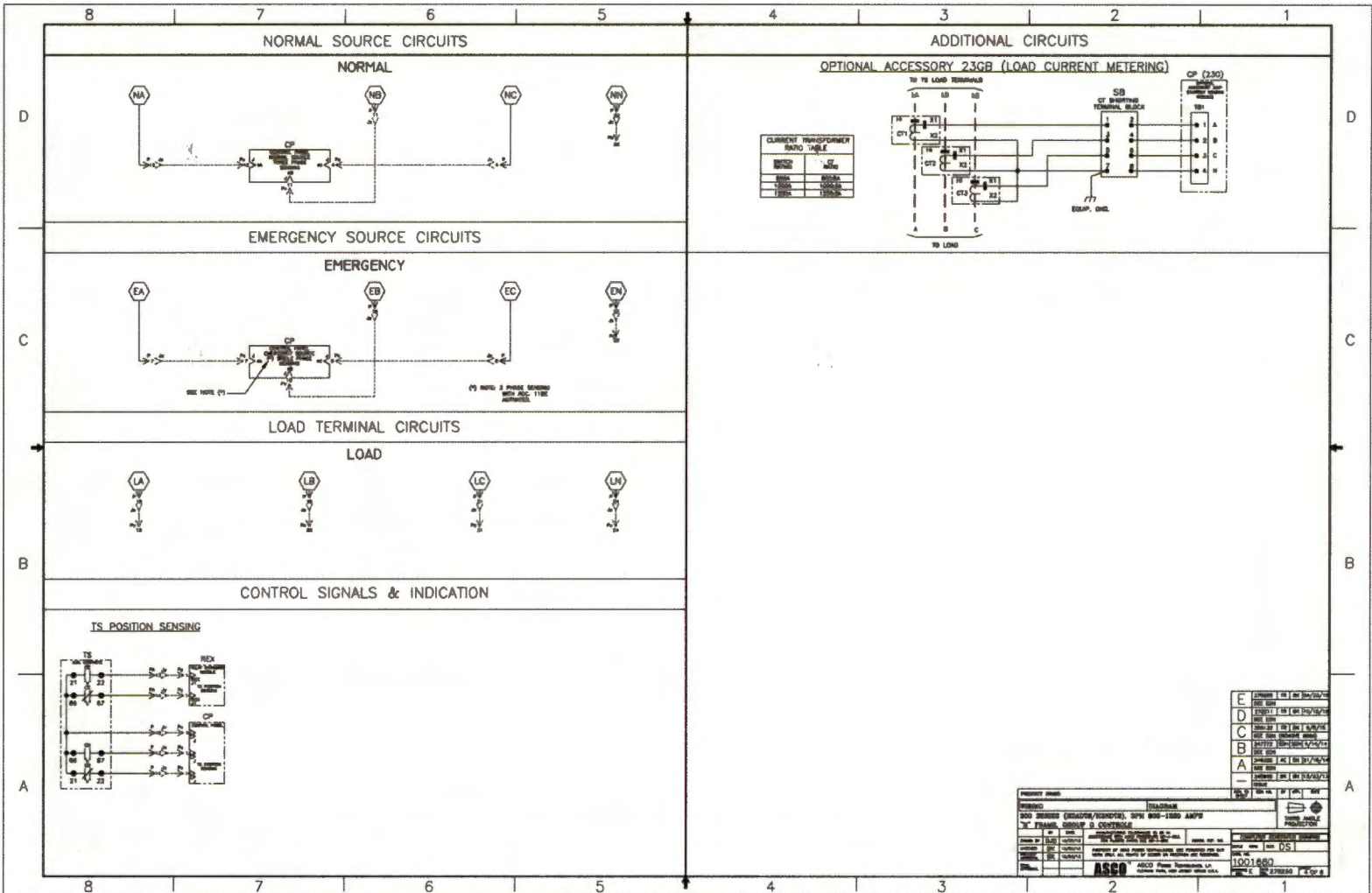
A B 7 6 5 4 3 2 1



CH CONTROL CONTACTS		CE CONTROL CONTACTS	
NO.	SOLENOID POSITION	NO.	SOLENOID POSITION
13-14	EMERGENCY	13-14	EMERGENCY
15-16	EMERGENCY	15-16	EMERGENCY
17-18	EMERGENCY	17-18	EMERGENCY
19-20	EMERGENCY	19-20	EMERGENCY

100 AMPERE (READY/EMERGENCY) GEN 600-1000 AMP	100 AMPERE (READY/EMERGENCY) GEN 600-1000 AMP
1" FRAME GROUP 0 CONTROL	1" FRAME GROUP 0 CONTROL
ASCO	ASCO
1001650	1001650

E	EMERGENCY
D	EMERGENCY
C	EMERGENCY
B	EMERGENCY
A	EMERGENCY



E	REVISION 1	10/10/2010
D	REVISION 2	08/10/2010
C	REVISION 3	06/10/2010
B	REVISION 4	04/10/2010
A	REVISION 5	02/10/2010

PROJECT INFO

PROJECT NO. 1001680

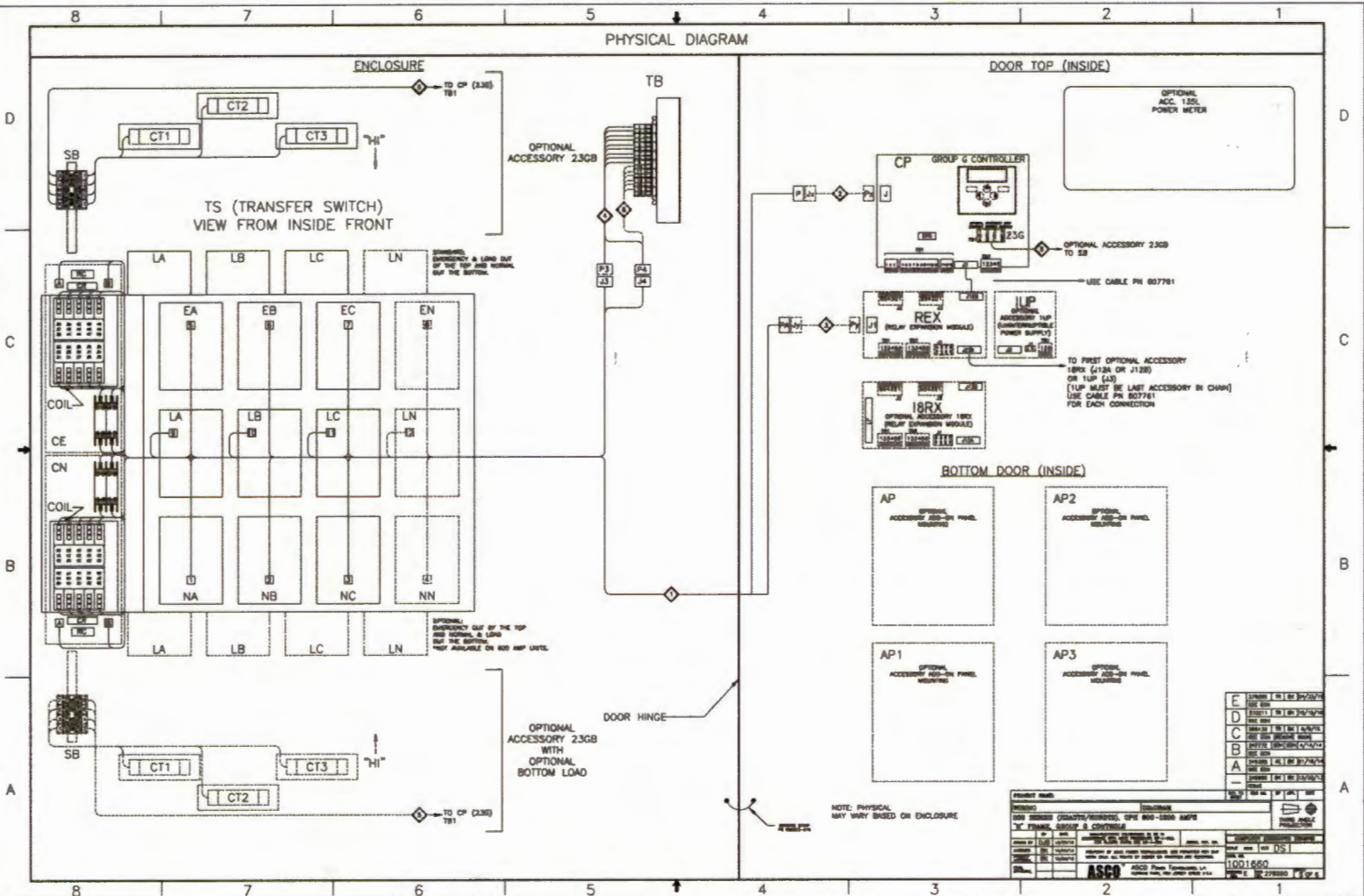
DATE 08/10/2010

ASCO ASCO Power Technologies, Inc.

1001680

ASCO

PHYSICAL DIAGRAM



8	7	6	5	4	3	2	1	
D								D
C								C
B								B
A								A

8	7	6	5	4	3	2	1	
D								D
C								C
B								B
A								A

NOTE: PHYSICAL MAY VARY BASED ON ENCLOSURE

ASCO	ASCO Power Transformers, Inc.	1001450
1001450 1001450 1001450		

		8	7	6	5	4	3	2	1
WIRE RUN LISTING									
D	← WIRESS LOCATOR	WIRESS LOCATOR		WIRESS LOCATOR		WIRESS LOCATOR		ADDITIONAL WIRES	
	← WIRESS LOCATOR	WIRESS LOCATOR		WIRESS LOCATOR		WIRESS LOCATOR		ADDITIONAL WIRES	
	← WIRESS LOCATOR	WIRESS LOCATOR		WIRESS LOCATOR		WIRESS LOCATOR		ADDITIONAL WIRES	
	← WIRESS LOCATOR	WIRESS LOCATOR		WIRESS LOCATOR		WIRESS LOCATOR		ADDITIONAL WIRES	
C									
B									
A									
		8	7	6	5	4	3	2	1

E	SEARCH FOR WIRESS LOCATOR
D	SEARCH FOR WIRESS LOCATOR
C	SEARCH FOR WIRESS LOCATOR
B	SEARCH FOR WIRESS LOCATOR
A	SEARCH FOR WIRESS LOCATOR

Product name		SUCRAM	
Part no.		700	
Description		200 WIRESS LOCATOR/SENSOR, 875 800-1550 AMP	
By		J. J. FRANK, GROUP 8 CONTROL	
Date		10/1/60	
Checked by		ASCO	
Approved by		ASCO	
Drawing no.		1001680	
Scale		1:1	
Sheet no.		1 of 1	

Limited Warranty



Series 150, 200, 300 and 4000 Series Power Transfer Switches

This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

General:

ASCO Power Technologies, LP products and systems are in our opinion the finest available. We take pride in our products and are pleased you have chosen them. Under certain circumstances we offer with our products the following Twenty Four Month Limited Warranty Against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

TWENTY FOUR MONTH LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP ASCO PRODUCTS COVERED:

Product Description	Series	Catalog Code
Automatic Transfer Switch	150, 200	1ATS, 2ATS
	300	3ATS, 3ADTS
	4000	4ATS, 4ADTS, 4ACTS
Non Automatic Transfer Switch (Electrically Operated)	300	3NTS, 3NDTS
	4000	4NTS, 4NDTS, 4NCTS
Manual Transfer Switch	300	3MTS
Service Entrance Transfer Switch (SEATS)	300	3AUS, 3ADUS, 3APS, 3ARS
Power Transfer Load Center (PTLC)	300	300L
Quick Contact Panels	300	3QC

LIMITED WARRANTY:

ASCO warrants that the ATS will be free from defects in material and workmanship and will conform to ASCO's standard specifications for the ATS for a period of twenty four (24) months from date of product shipment from ASCO (the "Warranty Period"). This Limited Warranty does not extend to subsequent owners of the structure during the Warranty Period.

Terms of Warranty:

The foregoing Limited Warranty is conditioned upon User's compliance with the following:

1. The ASCO Power Transfer Switch is installed in accordance with ASCO specifications and state and local codes and standards by an electrician licensed in the state of installation.

2. The ASCO Power Transfer Switch is maintained in accordance with ASCO instructions and used under normal conditions for the purposes intended by ASCO.

All warranty field-related repairs, replacements or adjustments must be made by ASCO Services Inc. or its duly authorized representative.

Optional Available Extended Warranty

Optional extended warranty coverage may be purchased from ASCO for a specified fee at the time of the original sale. If purchased, warranty period shall be extended up to an additional thirty - six (36) months beyond the standard twenty - four (24) months to provide up to five (5) year coverage applicable to the above referenced products, except for 3AUS, 3APS, and 3ARS products where the warranty period for the circuit breaker shall be limited to 24 months from date of shipment from ASCO. The length of optional extended coverage shall be reflected on the ASCO invoice and/or order acknowledgement document.

Warranty Extends to First Purchaser for Use. Non-transferable:

This Warranty is extended to the first person, firm, association or corporation for whom the ASCO product specified herein is originally installed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable or assignable without the prior written permission of ASCO.

Assignment of Warranties:

ASCO assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the ASCO product and which are assignable, but ASCO makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

Drawings, Descriptions:

ASCO warrants for the period and on the terms of the Warranty set forth herein that the ASCO product will conform to the descriptions contained in the certified drawings, if any, applicable thereto, to ASCO's final invoices, and to applicable ASCO product brochures and manuals current as of the date of product shipment ("Descriptions"). ASCO does not control the use of any ASCO product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Warranty Claims Procedure:

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact ascopowerwarranty@ascopower.com. Subject to the limitations specified herein, an ASCO Services field service representative will repair the non-conforming ASCO product warranted hereunder, without charge for parts, labor, or travel expenses. Warranty coverage will apply only after ASCO's inspection discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty . All defective products and component parts replaced under this warranty become the property of

ASCO.

Warranty Performance of Component Manufacturers:

It is ASCO's practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the product components. Accordingly, ASCO may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in ASCO's opinion, such work can be performed in less time, with less expense, or in closer proximity to the ASCO product.

Items Not Covered By Warranty:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, repair by non-ASCO designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, water, or other corrosive liquids or gases, Acts of God, theft or installation contrary to ASCO's recommendations or specifications, or in any event if the ASCO serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, external circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the ASCO product or any part thereof or charges to remove or reinstall same at any premises of User.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN THE CONTROL AREA OR ANY REACTOR CONNECTED OR SAFETY APPLICATIONS OR WITHIN THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR FOR INTEGRATION INTO MEDICAL DEVICES.

Limitations:

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE ASCO PRODUCT AS SET FORTH HEREIN.

IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, ASCO'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE.

IN NO EVENT SHALL ASCO ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON

THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

Miscellaneous:

NO SALESPERSON, EMPLOYEE OR AGENT OF ASCO IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only in writing signed by an ASCO officer.

ASCO obligations under this Warranty are conditioned upon ASCO timely receipt of full payment of the product purchase price and any other amounts due. ASCO reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.

In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.

This Warranty shall be governed by, and construed under, the laws of the State of New Jersey, without reference to the conflict of laws principles thereof.

This Warranty represents the entire agreement between ASCO and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.



Flexible Power Transfer Solutions for Commercial & Industrial Applications

ASCO Power Technologies

ASCO SERIES 300
Power Transfer Switches



ascopower.com

Life Is On



ASCO SERIES 300 Automatic Transfer Switches

Power outages impact small and large facilities alike. ASCO SERIES 300 Automatic Transfer Switches offer rugged design and reliable performance to small and mid-size commercial and industrial facilities in packaged solutions that are easy to select, procure, install, and operate.

Every SERIES 300 generator transfer switch is engineered with ASCO's reliability expertise in a package that makes backup power accessible for small and mid-size facilities. Leveraging knowledge derived from a century of critical power transfer experience, each SERIES 300 is backed by the same ASCO technical support and service that solves the most demanding critical power challenges facing facilities today.

Product Details

Transfer Switch Overview

SERIES 300 Automatic Transfer Switches

Designed to Fit Anywhere

The ASCO SERIES 300 product line provides the most compact design of generator power transfer switches in the industry.

Available to mount on walls or floors, all models through 2000 amperes are designed to be completely front-accessible. This permits installation flush against walls while allowing installation of cabling and connections from the front of the switch. Cable entrance plates are standard on 1600 and 2000 ampere units; these allow use of optional side-mounted pull boxes for additional cable bending space.

Power Knowledge

Basic Automatic Transfer Switch Functions

- 30 through 3000 amperes in compact designs
- Up to 600 VAC, single or three phase
- Listed to UL 1008 - Standard for Safety - Transfer Switch Equipment
- True double-throw operation: The single solenoid design is inherently interlocked to prevent simultaneous connections of two power sources.
- Will not transfer to a dead source - single solenoid operator derives power from the destination source
- Easy-to-navigate 128x64 graphical LCD display with keypad provides LED indicators for switch position, source availability, not-in-auto mode, and alert conditions.
- Integrated, multilingual, user interface for configuration and monitoring
- Available Delayed Transition operation
- Non-automatic operation can be selected without opening enclosure door
- Optional Relay Expansion Module with extra relays for accessory outputs
- Soft keys for test function and time delay bypass
- Emergency source failure alert indication
- Optional Historical Event Log
- Displays statistical ATS monitoring information
- Built-in diagnostic functions
- Password protection to prevent unauthorized actions
- Adjustable delay feature prevents nuisance transfer due to momentary utility power outages and generator dips
- Auxiliary contacts signal position of main contacts - two for normal and two for emergency position
- Standard solid neutral terminals
- Restriction of Hazardous Substances (RoHS) compliant controller
- Standard 2 year warranty, Optional 1, 2, and 3 year extensions



ASCO's SERIES 300 lineup offers flexible backup power solutions for businesses of every size.



SERIES 300 Power Transfer Switch rated 200 amperes

SERIES 300 Automatic Switching Solutions

Automatic and Non-Automatic Transfer Switching

ASCO Transfer Switches are available in both automatic and non-automatic types. Both are electrically operated. For automatic transfer switches, the controller initiates transfer between power sources. For non-automatic transfer switches, a user initiates transfer using local or remote controls.

SERIES 300 non-automatic transfer switches offer the following features:

- Models range from 30 through 3000 amperes, up to 600V
- Controller prevents inadvertent operation under low voltage conditions
- Source acceptability lights inform operator when sources are available to accept load
- Standard in-phase monitor for transferring motor loads between live sources

Power Knowledge

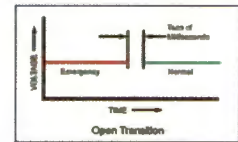
Non-Automatic and Manual Transfer Switches for Backup Power Applications



Open Transition Transfer Switching

ASCO Transfer Switches are available with a standard, 2-position, open transition models that reliably transfer loads in less than 100 milliseconds. Open transition switches are suitable for a wide range of applications.

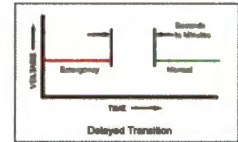
- 30 to 3000 amps
- Single-operator switching mechanism prevents simultaneous connection of both sources
- Available In-Phase Monitor can be activated for transferring motor loads



Delayed Transition Transfer Switching

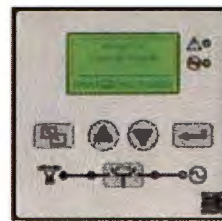
ASCO Delayed Transition Transfer Switches transfer loads between power sources using a timed load disconnect position with an adjustable delay.

- 150 through 3000 amps
- Reliable, field-proven, dual-solenoid operating mechanism
- Mechanical interlocks to prevent simultaneous connection of both power sources
- Adjustable delay for load disconnect - 0 to 5 minutes
- Non-automatic models available in manual operation configuration
- Automatic models available with load shed feature



SERIES 300 Group G Controller

The SERIES 300 Group G Controller is reliable and field-proven. It provides all of the voltage, frequency, control, timing, and diagnostic functions required for most emergency and standby power applications.



- Touch pad programming
- Displays active timers
- On-board diagnostics
- Password protection
- Voltage and frequency sensing
- Status and control functions

Power Knowledge

- Transition Mode Basics
- Transferring Motor Loads between Power Sources
- Transferring Loads with Zero Power Interruption

Product Details

- Group G Controller



**Board of County Commissioners
St. Johns County, Florida**

INVITATIONS FOR BID NO: 23-33R

**CR 208 WATER BOOSTER PUMP STATION –
CONSTRUCTION OF FACILITY**

**St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine FL 32084
904.209.0150
www.sjcfcl.us/Purchasing/index.aspx**

FINAL: 02/3/23

BID NO: 23-33R; REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY

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PART I – GENERAL TERMS AND CONDITIONS

1) DEFINITIONS

Terms used within this Invitation for Bids (“IFB”) shall have the meaning as set forth in the St. Johns County Purchasing Policy (“Policy”), or as otherwise defined herein. Any definition provided herein, shall govern over the definitions provided in the Policy.

2) COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All provisions of the Policy and associated procedures are incorporated into the Bid Documents by reference, and are fully binding. Bidders are required to submit their Bids, and to conduct their activities in accordance with the Policy and associated procedures.

3) BIDDER’S REPRESENTATION

By submitting a Bid, each Bidder represents and warrants that Bidder has read and understands all information and requirements provided herein, and that Bidder is familiar with and understands all conditions related to the work specified herein, and the submitted Bid is based upon all necessary considerations to perform the work in accordance with all specifications and requirements provided herein, or as otherwise provided in an Addendum. Bidder also represents that any and all costs associated with performing the specified work are included in the submitted Bid.

4) BID DOCUMENTS

The Bid Documents are those documents which shall govern the solicitation, submittal, consideration and award of submitted Bid(s), which generally includes, but is not limited to: IFB Documents, Specifications, Plans, Drawings, and all issued Addenda.

Bid Documents may be obtained from www.demandstar.com or SJC Purchasing Division. The Bid Documents shall be used by Bidders to prepare their Bid for submittal. St. Johns County (“County”) shall not assume any responsibility for errors or misrepresentations resulting from the use of complete or incomplete sets of Bid Documents. The County, in making the Bid Documents available, do so only for the purpose of obtaining Bids for the specified purpose and do not confer a license or grant for any other use.

5) INTERPRETATION OR CORRECTION OF BID DOCUMENTS

Bidders shall promptly notify the Designated Point of Contact of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Designated Point of Contact by or before the deadline for questions as provided herein.

An interpretation, correction or change of the Bid Documents will be made by Addendum. Interpretations, corrections, or changes of the Bid Documents made in any other manner will not be binding, and Bidders must not rely upon such interpretations, corrections, or changes. No change will be made to the Bid Documents by the County less than seven (7) days prior to the submittal deadline for Bids. The County, however, reserves the right to issue addendums at any time prior to the submittal deadline for Bids in order to serve the best interest of the County.

6) SUBSTITUTIONS

The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been received by the Designated Point of Contact at least fourteen (14) calendar days prior to the submittal deadline for Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including

drawings, cuts, performance and testing data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require must also be included. The burden of proof of the merit of the proposed substitute is upon the proposer of the substitute. The Project Manager's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders must not rely upon approval made in any other manner.

7) DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this IFB is Bryan Matus, Senior Procurement Coordinator, St. Johns County Purchasing Division. Any and all questions and/or inquiries shall be directed, *in writing*, via email to bmatus@sjcfl.us. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Justin Tahilramani, Senior Procurement Coordinator, at jtahilramani@sjcfl.us or Diana Fye, Senior Procurement Coordinator, at dfye@sjcfl.us.

8) LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Bidders **SHALL NOT** contact any staff member of the County, including members of the Board of County Commissioners, except the above referenced Designated Point of Contact with regard to this Invitation for Bids. Any such communication is a violation of the Policy and shall result in disqualification and removal from consideration for award under this IFB.

9) PRE-BID MEETING

The County will hold a **NON-MANDATORY** Pre-Bid Meeting on **Wednesday, February 15, 2023, at 11:00AM EST** at the St. Johns County Utility Department, 1205 State Road 16, St. Augustine, FL 32084. Attendance at the Pre-Bid Meeting is **highly recommended for Bidders**. Attendees are requested not to park in designated Customer Service parking spots.

10) QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than four o'clock (4:00PM EST) on **Wednesday, February 22, 2023**, so that any necessary addenda may be issued in a timely manner. Any questions received after the above deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

11) ADDENDA

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this IFB will be provided via Addendum, and posted to Demandstar (www.demandstar.com) with the Bid Documents. All planholders for this IFB will be notified of the posted addendum by Demandstar. Planholders may access and download issued Addenda for inclusion in their submitted Bid. Bidders may also request issued addenda from the Designated Point of Contact, in writing. It is the responsibility of the Bidder to acquire any addenda issued by the County. The County is not responsible for a Bidder's failure to obtain any issued Addendum.

Bidders are responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents and information provided by Addendum into the submitted Bid. Failure by the Bidder to appropriately consider and incorporate the addenda into their submitted Bid may cause the submitted Bid to be considered non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing Manager or Assistant Director of Purchasing and Contracts to determine whether or not an Addendum is material to the submitted Bid, resulting in disqualification and removal from consideration for award.

Each Bidder shall acknowledge all issued Addenda in the submitted Bid in the space provided on the Official County Bid Form, and provide a copy of each Addendum, signed by the Bidder's authorized representative.

12) BID SUBMITTAL REQUIREMENTS

The submittal deadline for Bids shall be no later than **2:00PM EST on Wednesday, March 8, 2023**. Bids must be submitted to:

SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084

Each Bidder must submit one (1) original hard copy, and one (1) duplicate of their Bid, in a sealed envelope or container, and plainly marked with the Bidder's full legal company name, mailing address, and recite: "Bid No: 23-33R; CR 208 Water Booster Pump Station – Construction of Facility". A mailing label has been provided herein for Bidders to use to identify their Bid.

All required forms and attachments, including the Official County Bid Form, must be completed, and all required information provided. Information must be typewritten or manually written in blue or black ink. Each Bid must include the Bidder's full legal company name, mailing address, telephone number, and must identify whether the Bidder is a sole proprietor, partnership, corporation or other legal entity. **The submitted Bid should NOT include a fully copy of the Bid General Terms and Conditions.**

Bidder shall assume full responsibility for timely delivery of their submitted Bid at the location designated above for receipt of Bids. Bids shall be delivered to the designated location prior to the submittal deadline provided above, or as revised by addendum. Bids received after the established submittal deadline will not be considered and will be returned to the sender unopened.

Bidders must only submit one (1) Bid in response to this IFB. Oral, telephonic, telegraphic, or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and numerals, and in the case of a discrepancy between the two, the amount expressed in words shall govern. Additionally, where there are unit prices and extended prices, the unit prices shall govern over extended pricing.

Any interlineations, alterations, or erasures by the Bidder on the Bid Form must be initialed by the signer of the Bid. Failure to do so may cause the Bid to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form, nor qualify the submitted Bid in any manner. To do so will classify the Bid as being non-responsive.

Any submitted Bid must be signed by an approved representative of the Bidder, legally authorized to bind the Bidder to a contract. In the event the Bid is signed by a representative who is not a principal of the Bidder, a Delegation of Authority Letter must be submitted with the Bid, stating the delegation of authority by principal(s), owner(s), or officer(s) of the Bidder for the signing representative. The delegation of authority must be signed by the principal/owner/officer of the Bidder, and must state the limits and duration of the delegation to the signing representative.

A Bid submitted by an agent must have a current Power of Attorney attached, certifying the agent's authority to bind the Bidder.

All Bids submitted in response to this IFB shall become the property of the County and will not be returned to the Bidders. In the event of an award, all documentation produced as part of the award shall become exclusive property of the County.

13) BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone or cancel this IFB, and/or resolicit Bids in order to serve the best interest of the County.

14) MODIFICATION OR WITHDRAWAL OF BID

A submitted Bid may not be modified, withdrawn or canceled by the Bidder after the submittal deadline specified herein.

Prior to the submittal deadline for Bids, a Bid submitted early may be modified or withdrawn only by written notice to the Designated Point of Contact. Upon notice from a Bidder to modify or withdraw a submitted Bid, provided such notice is received prior to the submittal deadline for Bids, the County shall return the Bid to the Bidder unopened. Any modified Bids must be submitted prior to the submittal deadline specified herein, in order to be considered.

15) COSTS INCURRED BY BIDDERS

Bidders are responsible for any and all costs associated with developing and submitting a Bid in response to this IFB. Additionally, Bidders are solely responsible for any and all costs associated with providing any subsequent information requested by the County, attending any meetings with the County, and any other activities related to this solicitation and subsequent award proceedings. It is expressly understood, no Bidder may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any Bidder, during the IFB process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the Bidder.

16) CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addendum, Bids received by or before the submittal deadline will be opened publicly, immediately after the submittal deadline provided herein. The Bid Tabulation shall be posted to DemandStar, upon verification of Bids and all information.

Rejection of Bids: The County reserves the right to reject any or all Bids that are not materially responsive to the requirements provided herein, or if it is determined to be in the best interest of the County. The County may also waive any minor formality or irregularity of any submitted Bid, provided the minor formality or irregularity does not materially impact the submitted Bid.

Bid Award: It is the intent of the County to award to the lowest, responsive, responsible Bidder, or lowest responsive, responsible Local Bidder, based upon the Total Bid Price.

If an award is made, it will be made within ninety (90) days from the date of the Bid opening, unless stated otherwise in an Addendum. Submitted Bids must remain valid for a minimum of ninety (90) days from the date of the Bid opening, and shall be irrevocable during this time unless otherwise agreed to by the County.

If only one (1) Bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted Bid is responsive to the requirements provided herein. The Bid may also be rejected and the Bid re-advertised, in order to best serve the needs of the County.

17) LOCAL PREFERENCE

The County shall review all submitted Bids to determine whether or not there is a Local Business which submitted a Bid that is within ten percent (10%) of the responsive, responsible, low Bid, provided the low Bid is not from a verified Local Business. If so, the County shall verify the qualification requirements to validate the Bidder as a Local Business, in accordance with Section 16.3 of the Policy. If the lowest Bid from a responsible Local Business is responsive, and the Bid is within ten percent (10%) of the low Bid, the Local Bidder shall have forty-eight (48) hours from notification by the County, to agree, in writing, to match the low Bid amount. If the Local Bidder agrees to match the low Bid amount within the timeframe provided, the Local Bidder shall be awarded, provided they meet any and all other requirements of the County. If the Local Bidder refuses, or fails to agree to match the low

Bid within the timeframe specified, the County shall consider the non-local low Bid for award.

18) BID SECURITY

Each submitted Bid must be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier's check, in the amount of five percent (5%) of the Total Bid Price submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the County on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the County, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County.

A Bid Security in the form of a Bid Bond shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact, who shall execute the bond on behalf of the Surety shall affix to the bond, a certified and current copy of the Power of Attorney. The Surety Company shall meet all requirements as provided below. Any Bidder submitting a Bid Bond (not a certified or cashier's check) must also submit **Attachment "B" – Certificate as to Corporate Principal**.

The County shall have the right to retain the Bid Security until either (a) a Contract is executed and bonds, if required, have been furnished, or (b) the County has rejected all Bids, or (c) the period of time for which Bids are irrevocable has elapsed, so that Bids may be withdrawn.

If this Bid is not accepted within ninety (90) consecutive calendar days of the submittal deadline for Bids, or if the Undersigned delivers the executed Contract, all required documents and the required Bond, as provided in the Bid Documents, the Security shall be returned to the Bidder within seven (7) business days of issuance of Notice to Proceed.

19) BID BOND INSTRUCTIONS

A Bid Bond submitted, on the form provided herein, must be completed as follows:

- Type or Print Bidder's and Surety's names, mailing addresses, in the same language as in the Bid Documents;
- Have authorized representatives of the Bidder and Surety/Surety's Agent sign in the designated spaces;
- Attach a copy of Surety agent's Power of Attorney with an original signature of the Secretary or Assistant Secretary of Surety certifying the copy, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, provide book and page number.
- Submit one (1) original and one (1) duplicate, as prescribed herein for Submittal of Bids.

20) SURETY REQUIREMENTS

Any Surety issuing a Bond to the County, must meet the following requirements:

- Surety must be licensed to do business in the State of Florida;
- Surety must have a record of successful continuous operations for at least three (3) years;
- Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
- Surety must have fulfilled all of its obligations on all other bonds given to the County;
- Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

21) TAXES

Federal Excise and Florida Sales Tax, as well as any other applicable taxes, levies, duties, and assessments which

Bidder is required to pay, must be included in the submitted Bids.

22) FORCE MAJEURE

- Bidder pledges to perform the specified work barring any delays due to Force Majeure events, which are those events not reasonably foreseeable and beyond the control of both the Bidder and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, natural disasters, and other acts of God.

23) MINIMUM QUALIFICATION REQUIREMENTS

Bidders must be fully licensed and authorized to do business in the State of Florida, must be registered with the State of Florida, Division of Corporations, and must be currently licensed as a Certified General Contractor as of the submittal deadline for Bids. Prime or Sub-contractor performing underground utility work shall be fully licensed to do business in the State of Florida and hold a current Certified Underground Utility Contractor's license.

Bidders must have successfully completed, as a Prime Contractor or Sub-Contractor, at least three (3) projects within the past five (5) years, of similar type, size, and scope as specified herein. It is the responsibility of the bidder to ensure that adequate information is provided to determine that past projects meet the requirement for being similar in type, size, scope and dollar value to the subject requirement.

Bidders shall provide proof of qualifications by completing and submitting **Attachment "F" – Contractor's Qualification Form** and **Attachment "C" – Licenses and Certification List** along with a copy of each license and certificate listed. All licenses and certifications must be valid and current as of the date the Bid is submitted.

Failure by a Bidder to demonstrate meeting or exceeding the minimum qualification requirements stated above, shall be grounds for disqualification and removal from further consideration for award. The County reserves the right to request additional information regarding the qualification and experience of the Bidder in order to determine the responsibility of the Bidder to perform the specified work.

24) SUB-CONTRACTORS

Each Bidder shall identify any and all proposed sub-contractors and major material suppliers to be used if awarded a Contract, by completing and submitting **Attachment "D" – List of Proposed Sub-Contractors and Material Suppliers**. Bidders shall also include any and all licenses and certifications held by the proposed sub-contractors and material suppliers, as applicable, to demonstrate their qualifications for the portion(s) of work for which they are proposed. The County reserves the right to reject or disqualify any proposed sub-contractor or material supplier for failure to meet minimum qualification requirements, minimum experience requirements, or for previously documented failure to perform for the County. In the event the County rejects a proposed sub-contractor or material supplier, the County will notify the Bidder, in writing, and Bidder may, at their option, withdraw their Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in the submitted Bid Price. If Bidder fails to submit an acceptable substitute within seven (7) calendar days of the original notification, the County then may, at their option, disqualify the Bidder, at no cost to the County.

The County reserves the right to request additional information on any proposed sub-contractor and material supplier in order to determine whether or not the County finds them to be sufficiently qualified and responsible to satisfactorily complete the work for which they are proposed.

25) EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into the awarded Agreement, and in accordance with section 448.095, F.S., the awarded Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021 (see **Attachment "I"**).

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall

maintain a copy of such affidavit for the duration of the awarded Agreement.

- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates the awarded Agreement for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of the awarded Agreement for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to the awarded Agreement the provisions contained herein regarding employment eligibility.

26) PUBLIC CONSTRUCTION BOND

The awarded Contractor shall be required to obtain and submit a recorded Public Construction Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the awarded Contract, with such acceptable sureties, secured through the Bidder's usual sources as may be agreeable to the parties. The Contractor shall furnish the required bond, after full execution of the awarded Contract. The Bond shall be released upon satisfactory completion of the project.

The Public Construction Bond form will be provided to the awarded Contractor with the fully executed contract. The Contractor shall provide the recorded Public Construction Bond to the County within three (3) business days of receipt of the bond form and executed contract. **The Public Construction Bond must be recorded after the contract is signed by all parties.**

Contractor shall record the Public Construction Bond with the St. Johns County Clerk of Courts, and obtain a certified copy of the recorded bond and provide to the SJC Purchasing Division. No work shall commence until the required bond has been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided herein. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

27) CONTRACT TIME

The Contractor shall have ten (10) business days from Contractor's receipt of Notice of Award, to sign and return the awarded Contract". The County intends to sign and return a fully executed Contract no later than seven (7) business days from receipt of all required documents from the Contractor, but no later than seventeen (17) consecutive calendar days from issuance of Notice of Award.

The Contract Time for completion of Work under the awarded Contract shall be commenced within ten (10) business days of the date provided in the Notice to Proceed. Construction of the project shall reach Substantial Completion within **four hundred eighty (480)** consecutive calendar days of the date provided in the Notice to Proceed, and shall reach Final Completion within **thirty (30)** consecutive calendar days of the date of Substantial Completion.

If Contractor fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due the sum of **one thousand five hundred dollars (\$1,500.00) per day** for each and every calendar day of unexcused delay as "Liquidated Damages". The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because the Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages is without prejudice to the County's rights of termination and Contractor's obligation to complete the Work.

Should Contractor fall behind the approved Work schedule; the County reserves the right to deduct Liquidated Damages based on an estimated period of late completion. The County need not wait until the completion of Work to withhold Liquidated Damages from the Contractor's progress payments.

28) INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way

be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

29) INSURANCE REQUIREMENTS

Bidders must include in the submitted Bid, proof of at least the minimum coverage amounts in the type(s) of insurance policies as provided below. Failure to submit proof of current coverage or certification from a qualified insurance provider of the Bidder's ability to obtain the required coverages upon award may be grounds for Bidder being deemed non-responsive and removed from further consideration.

All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of the Contract. No Work shall commence under the awarded Contract until Contractor has obtained all insurance coverages required by the Contract. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by the Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

The types and amounts of insurance required under the Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of the Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in the Contract shall limit the Contractor to the minimum required insurance coverages found in the Contract.

The term "Additional Insured" shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing Division

Contractor shall procure and maintain during the life of the awarded Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

Contractor shall procure and maintain during the life of the awarded Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

Contractor shall procure and maintain during the life of the awarded Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

30) FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR

Unless otherwise provided by the County, the Agreement for completion of the specified work shall be written on the County's Master Construction Agreement.

31) GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under the awarded Contract. The awarded Contract shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

32) OSHA REQUIREMENTS

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

33) COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

34) TRAINING AND EDUCATION (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Welding/Cutting/Brazing
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocution Hazards.

35) TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

36) TEMPORARY TRAFFIC CONTROL (TTC) / MAINTENANCE OF TRAFFIC (MOT) (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employee when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

37) OWNER DIRECT PURCHASES

St. Johns County reserves the right to Owner Direct Purchase materials or equipment in accordance with Section 6.2.12 of the Policy, or implement other means in order to achieve related sales tax and other cost savings.

38) PUBLIC RECORDS

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order

to perform the Services;

- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.
- C. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- D. Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, Phone: (904) 209-0805, Email: publicrecords@sjcfl.us

END OF SECTION

BID NO: 23-33R

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 23-33R

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name of Bidder

Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bid Documents entitled for **Bid No: 23-33R, REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to complete the required Work for the following Total Bid Price:

LUMP SUM BID PRICE: All cost for all labor, materials, equipment, supplies, taxes, other miscellaneous costs, profit, and overhead, both direct and indirect, for completion of all Work except for those Bid Items herein listed separately.

\$ _____
Lump Sum Bid Price (Written in Numerals)

\$ _____ /Dollars
Lump Sum Bid Price (Written in Words)

ALLOWANCE 1: Allowance for Materials Testing \$ 10,000.00

ALLOWANCE 2: Allowance for Permitting \$ 10,000.00

TOTAL BID PRICE: Total amount calculated by adding the Lump Sum Bid Price, Allowance 1, and Allowance 2 amounts together to determine the Total Bid Price for completion of this Project.

\$ _____
Total Bid Price (Written in Numerals)

\$ _____ /Dollars
Total Bid Price (Written in Words)

Bidder shall insert the Lump Sum Bid Price and the Total Bid Price above, in numerals and in words. The Total Bid Price shall consist of the lump sum price for the project and allowances.

During the preparation of the Bid, the following addenda, if any, were received:

No.: _____ Date Received: _____ No: _____ Date Received: _____
No.: _____ Date Received: _____ No.: _____ Date Received: _____
No.: _____ Date Received: _____ No: _____ Date Received: _____

The Undersigned hereby declares that no person or persons, firm, or corporation, other than the undersigned are interested in this submitted Bid, as principals, and that this Bid is made without collusion with any person, firm, or corporation, and the undersigned has carefully examined, is thoroughly familiar with, and has incorporated the requirements and specifications of the Bid Documents in this submitted Bid.

The Undersigned certifies that a full examination of the locations of the required work and the sources of supply of materials has been completed, and agrees to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown herein are approximate only, and will fully complete all work in accordance with all requirements specified in the Bid Documents.

The Undersigned declares that the statements and representations made in this Bid are true in every respect and that the Bid is, in all respects, fair and made without collusion or fraud, and that no member of the St. Johns County Board, or any other agent or employee of the County, directly or indirectly, is interested in this Bid or in any profits expected to accrue therefrom.

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____
(If applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

BID NO: 23-33R; REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY

ATTACHMENT "A"
ST. JOHNS COUNTY AFFIDAVIT

Bidder hereby issues the sworn statement below, which must be incorporated into the submitted Bid. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the Bid, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____

COUNTY OF _____

The Undersigned authority, _____ ("Affiant"), who being duly sworn, deposes and states that he/she is the _____ (Title) of the firm of _____ (Full Legal Name of Bidder) submitting the attached Bid for the completion of work specified in the Bid Documents for Bid No: 23-33R REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY, in St. Johns County, Florida.

The Affiant further states that no more than one Bid will be submitted in response to the above IFB from the Affiant, the bidding firm, or corporation under the same or different name, and that such Bidder has no financial interest in any other bidding firm submitting a Bid in response to the above IFB. That neither the Affiant, his/her firm, association, nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this Bid. Furthermore, neither the Bidder nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by Affiant who is personally known to me or has produced _____ as identification. Type and number of I.D. produced: _____.

Notary Public
My Commission Expires: _____

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.

BID NO: 23-33R; REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY

ATTACHMENT "B"
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing; that _____, (Authorized Representative of Bidder) who signed the Bond(s) on behalf of the Bidder, was then _____ (Title) of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said bond(s) was duly signed, sealed, and attested to on behalf of said corporation by authority of its governing body.

Signature of Secretary

Full Legal Name of Bidder

STATE OF _____

COUNTY OF _____

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of physical presence or online notarization, _____ (Authorized Representative of Bidder) states that he/she is authorized to execute the foregoing Bid Bond on behalf of the Bidder named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me on this ___ day of _____, 2023, by the Authorized Representative of Bidder, who is personally known to me or has produced _____ as identification. Type and Number of I.D. produced: _____.

Notary Public

My Commission Expires: _____

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

BID NO: 23-33R; REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY

ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

Bidder shall list all **current** licenses and certifications held by the firm and/or Key Personnel of the Bidder. Failure to demonstrate any required licenses or certifications which are stated as a minimum qualification, shall be grounds for disqualification and removal from further consideration. A copy of each license or associated document(s) shall be attached to this form and submitted with the Bid.

License Name	License #	Issuing Agency	Expiration Date
State of Florida Business License			
FL Certified General Contractor's License			
FL Certified Underground Utility Contractor's License			

ATTACHMENT "F"
CONTRACTOR'S QUALIFICATIONS FORM

Bidder certifies, and has attached to the submitted Bid proof of current and valid licensure to perform the Work in the State of Florida and St. Johns County, and as specified in the Bid Documents. Any material misrepresentation, as determined by the County, shall result in disqualification.

By: _____

Full Legal Name of Bidder

 Authorized Representative Signature

 Date

Contractor's Project Experience

Bidder must be fully licensed to do business in the State of Florida and hold a current Certified General Contractor's license at the time the bid is due. Bidders must have successfully completed, as a Prime Contractor or Sub-Contractor, at least three (3) projects, in the past five (5) years, of similar type, size, scope, and dollar value of the project described herein.

Contractor's Project Experience Details	
Project No. 1	
Name of Project:	
Project Manager Name:	
Superintendent Name:	
Project Description:	
Owner Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Engineer/Architect Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Contract Dates	
Started:	

Contractor's Project Experience Details	
Project No. 1	
Original Contractual Completion:	
Final Contractual Completion:	
Actual Completion:	
Contract Value	
Original Contract Value:	
Final Contract Value:	
Value of Change Orders to Date:	
Value of Outstanding Claims to Date:	
Bonding Company Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Major Subcontractor Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Name:	
Address:	
Contact Person:	
Telephone Number:	

Contractor's Project Experience Details Project No. 2	
Name of Project:	
Project Manager Name:	
Superintendent Name:	
Project Description:	
Owner Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Engineer/Architect Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Contract Dates	
Started:	
Original Contractual Completion:	
Final Contractual Completion:	
Actual Completion:	
Contract Value	
Original Contract Value:	
Final Contract Value:	
Value of Change Orders to Date:	
Value of Outstanding Claims to Date:	
Bonding Company Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	

Contractor's Project Experience Details Project No. 2	
Major Subcontractor Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Name:	
Address:	
Contact Person:	
Telephone Number:	

Contractor's Project Experience Details Project No. 3	
Name of Project:	
Project Manager Name:	
Superintendent Name:	
Project Description:	
Owner Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Engineer/Architect Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Contract Dates	
Started:	
Original Contractual Completion:	
Final Contractual Completion:	
Actual Completion:	
Contract Value	
Original Contract Value:	
Final Contract Value:	
Value of Change Orders to Date:	
Value of Outstanding Claims to Date:	
Bonding Company Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	

**Contractor's Project Experience Details
Project No. 3**

Major Subcontractor Information

Name:	
Address:	
Contact Person:	
Telephone Number:	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Name:	
Address:	
Contact Person:	
Telephone Number:	

ATTACHMENT "G"
DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

ATTACHMENT "H"
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subconsultant) or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a construction dispute? Yes ___ No ____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes ___ No___ If no, please explain why?

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

ATTACHMENT "I"
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, _____ ("Affiant"), being duly authorized by and on behalf of _____ ("Bidder") hereby swears or affirms as follows:

1. Bidder understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Bidder and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Bidder shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Bidder understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Bidder further understands and agrees that in the event of such termination, Bidder shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Bidder's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

ATTACHMENT "J"
LOCAL PREFERENCE

Bidders must complete and submit **Attachment J**, indicating whether or not the Bidder is submitting for consideration of Local Preference. Any Bidder that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must submit all documentation required to support consideration as Local Business, for the Bidder as well as any proposed sub-contractors who are submitted for consideration of Local Preference as specified on Attachment J.

Any Bidder submitting for consideration of Local Preference either through their own qualifications, or through that of proposed sub-contractors must also submit documentation to demonstrate that at least fifty percent (50%) of all Work shall be self-performed, or performed by sub-contractors that meet the criteria of a Local Business.

In order to qualify for local preference Bidder must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Bidder has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Bidder's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFQ.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFQ.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors.

Bidder is a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Bidder selects this option, by signing below, Bidder certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Bidder is not a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Bidder selects this option, Bidder is not seeking consideration for local preference, and is not required to submit the documentation provided above.

Signature – Authorized Representative

Printed Name & Title

Date of Signature

BID NO: 23-33R; REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY

BID BOND

STATE OF _____

COUNTY OF _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ (Full Legal Name of Bidder) as Principal, at _____ (Address) and _____ as Surety, hereby hold and firmly bind ourselves, our heirs, executors, administrators, and successors and assigns, jointly and severally, by these presents, unto St. Johns County, Florida, as Obligee, in the penal sum of five percent (5%) of the Total Bid Price, or _____ Dollars (\$ _____) lawful money of the United States.

WHEREAS, the Principal has submitted a Bid for **Bid No: 23-33R; REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY** dated _____, 2023:

- (a) If the Principal shall not withdraw said Bid within ninety (90) days of the opening of Bids by the Owner, and shall enter into a written Contract with the County within ten (10) business days after prescribed forms are provided to Principal for signature, in accordance with the Bid Documents, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, the Principal shall pay the County the lesser of the following amounts: 1) the amount of this bond as hereinabove set forth, of 2) the difference between the amount specified in the Principal's Bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid including the administrative costs to effect such contract, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have signed and sealed this instrument under their several seals, on this _____ day of _____, 20____, the name and corporate seal of Principal and Surety being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO: 23-33R

PRINCIPAL:

WITNESSES:

Full Legal Name of Principal

Signature of Authorized Officer

Printed Name & Title of Signing Officer

Mailing Address

City, State, Zip Code

Email Address of Signing Officer

SURETY:

Full Legal Name of Surety

Signature of Authorized Surety Agent

Mailing Address of Local Agency

City, State, Zip Code

Email Address of Surety Agent

Attorney-In-Fact Signature

SEALED BID MAILING LABEL

SEALED BID • DO NOT OPEN	
IFB NO.:	<u>23-33R</u>
IFB TITLE:	<u>REBID CR 208 WATER BOOSTER PUMP STATION - CONSTRUCTION OF FACILITY</u>
SUBMITTAL DEADLINE:	<u>By 2:00PM – March 8, 2023</u>
SUBMITTED BY:	_____
	Company Name

	Company Address

	Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St. Augustine FL 32084



END OF DOCUMENT