# CHANGE ORDER



Bomarc Airport Tenant Improvements 9829 24<sup>th</sup> Place West Everett, WA. 98204

Date: CO No: Contract No: 11/13/23 PW23-007SB-02A PW23-007SB

Contractor: Western Ventures Construction 9901 24<sup>th</sup> Place W Everett, WA 98204

You are authorized to perform the work listed below upon receipt of an approved copy of this change order. All work, materials and measurements are to be in accordance with the provisions of the existing contract, standard specifications, and special provisions of the type of construction involved. Provide a package generator per request of the Sheriff's office. \$219,764.19 (included in original budget but excluded from bid) Remove existing shades and provide new window coverings. \$30,460.71 Replace existing site light to match new site lights. \$963.67 Provide additional light fixture and pole in Parking Lot. \$2,667.07 Repair of roofing and roof insulation at approximately eight locations where leaks were discovered during recent storms. Remove damaged roofing and insulation. Provide new roofing and insulation. \$3,949.95 It is agreed that work associated with this Change Order shall be accomplished:  $\boxtimes$ For a contract increase of \$257,805.59 excluding sales tax. Cost Data shall be supported by one of the following methods. Pre-Approved Unit Price Unit Price. ☐ Time and Materials Price Lump Sum Price. Force Account Price It is further agreed that the work shall affect Contract Time as follows:  $\boxtimes$ With no change in contract completion dates. With contract time extension of 7 working days. **Snohomish County approval:** Contractor acceptance Digitally signed by Nelson, JaNae Date: 11/13/23 Nelson, JaNae Date: 2023.11.13 15:42:57 -08'00' Date: Facilities Director

# Western Ventures Construction Inc. **COP General Contractor Breakdown Summary**

WVCI COR #: 003R.1 Date : 10/19/23 Owner REF DOC: Request

# **Snohomish County** Snoco Bomarc Bldg. (Sheriff & Airport TI) Attn: Jeff Hencz

Add package generator to project. Cummins quoted a 2,016 gallon tank. Pricing includes fuel to fill tank. Concrete pad is not included in this price and will be included with Parking Lot Renovation COR.				
CUMMINS CURRENT LEAD TIMES ARE 70-72 WEEKS AFTER APPROVAL AND RELEASE FOR PRODUCTION, PLUS 4 WEEKS FOR THE FUEL TANK.				

1. Direct Labor Costs	Hours	Rate	Extension	
Non-productive supervision during installation.	48.0	\$104.76	\$5,028.48	
<u>.</u>		Direct Labor Costs	\$5,028.48	
			1. Labor Costs	\$5,028.48
2. Material Costs	Units	Unit Price	Extension	
			\$0.00	
			2. Material Costs	\$0.00
3. Equipment Costs	UNITS	UNIT PRICE	EXTENSION	
			\$0.00	
			3. Equipment Costs	\$0.00
			Subtotal 1, 2 & 3	\$5,028.48
4.Subcontractors			-	
PCEC			\$373,761.00	
·	······		4. Subcontractors	\$373,761.00
			Subtotal 1, 2, 3 & 4	\$378,789.48
5. O&P @ 15%			5. O&P	\$56,818.42
			Subtotal 1, 2, 3, 4 & 5	\$435,607.90
6. Insurance @ .9%			6. Insurance	\$3,920.47
			TOTAL COST	\$439,528.37
			QUESTED - CD's:	TBD
	$\sqrt{1}$		•	
ARCHITECTS ACCEPTANCE SIGNATUR	Hand	mani	Date	11/09/2023
	1			
OWNER ACCEPTANCE SIGNATURE			Date	



PACIFIC COAST <u>ELECTRICAL CONTRACTORS, INC.</u> 16620 North Road \* Bothell, Washington 98012-5908 TEL (425) 741-2700 \* FAX (425) 741-2600

October 13, 2023

Western Ventures Construction, Inc. P.O. Box 298 Mountlake Terrace, WA 98043

Attn.: Jason Marion

RE: Sheriff W. Precinct & Paine Field Sheriff W. Precinct & Paine Field COP# CCD# RFI# PCEC RFI# PCEC COR# 001.2

Dear Jason

Pacific Coast Electrical Contractors, Inc. is pleased to quote a lump sum additive change order price for the above referenced work as described on our attached worksheets in the amount of \$373,761.00

We will not proceed with this change to our work until directed by

Western Ventures Construction, Inc.

Light fixtures and equipment will not be released for production or canceled as appropriate until receipt of written notice to proceed with this work. Our schedule may be impacted due to this revision. We will advise shipping schedules after direction has been provided to us.

Our proposal is based upon completing all work during <u>normal</u> working hours. All general clarifications and exclusions on our bid day proposal apply to this proposal. Proposal is valid for 30 days unless required otherwise within the contract documents.

We will require an additional  $\underline{0}$  days added to our schedule after receipt of written approval and required material products for this change to our scope of work.

The pricing of this change order is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, and/or impact cost, which it is not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items of compensable cost overruns prior to final settlement of this contract.

I hope our pricing meets your expectations for the required change to our work. Please feel free to call should you have any questions regarding this change proposal.

Sincerely,

SKODrøyU//

Joe Rodriguez Sr. Project Manager Enclosures: ( 12 ) worksheets

PCEC

# Pacific Coast Electrical Contractors, Inc.

# Sub Contractor Breakdown Summary

Project Name:	Sheriff W. Precinct & Paine Fiel	<u>d</u>	COP#	ŧ _
PCEC Job No.: 23037			PCEC COR#	¢ 001.2
Work Sheriff TI - F	Provide new 600kw Generator.		Date	: 10/13/2023
Description:			CCD#	ŧ
			RFI#	ŧ
1. CRAFT LABOR COSTS	(includes payroll taxes & burden)		PCEC RFI#	
a. craft labor costs from b		<u>\$ 97.4</u> 5		
b. craft labor costs from b		\$ <u>97.4</u> <u>\$130.92</u> <u>\$164.38</u>		
c. craft labor costs from b		<u>\$ 164.38</u>		
d. craft labor costs from b		<u>\$ 109.03</u>		Hrs. 2nd Shift Time
e. craft labor costs from b		<u>\$ 118.47</u>	0.00	Hrs. 3rd Shift Time
	DIRECT LABOR SUBTOTAL	<u>\$ 389.8</u> 2	1	
Supervision d. direct supervision	0% (of direct labor)	¢		
		<u>\$ -</u> \$ -	—	
e. safety f. travel (if applicable, ite	0% (of labor)	<u>\$</u> - \$-	_	
	mize) parking	⊥ 2 -	-	\$ 389.81
2. MATERIAL COSTS		I. UNAL I LADUR	00010	<u>ψ 509.01</u>
a. scheduled material	\$ 9,255.00 d. pei	mits	\$ 4,500.00	
b. quoted material		mpster	\$ -	
c. freight	\$ - f. coo	rdination drawings	\$-	
5	·	2. MATERIAL COS		\$ 13,755.00
3. EQUIPMENT COSTS				
a. owned equipment (spe	c approved source) Office Tra	ailer	<u>\$ 1,086.00</u>	
b. rental equipment (per i	nvoices attached) Crane		\$ 840.00	
		3. EQUIPMENT CO	DSTS	\$ 1,926.00
4. SMALL TOOLS				
a. small tools	0% (of direct labor)			
		4. SMALL TOOLS		<u>\$</u> -
5. OVERHEAD AND PROFIT				
a.	15% overhead & profit of 1			
b.	15% overhead & profit of 2, 3 & 4			
		5. OVERHEAD & P	PROFIT	\$ 2,410.62
6. SUBCONTRACTORS				
a. Cummins		<u>\$ 305,721.00</u>	<u>0</u>	
b.		<u>\$</u> -	_	
С.		<u>\$</u> -	_	
d.		<u>\$</u> -		
		6. SUBCONTRACT	TORS	\$ 305,721.00
7. O & P ON SUBCONTRACTORS	3			
a.	15% overhead & profit of 6			
		7. O & P ON SUBS	;	\$ 45,858.15
		- 1 7)	<b>•</b> • <b>-</b> • • • • •	
8. INSURANCE / TAXES		ian ()	\$ 3,700.61	
a. volume driven liability i			•	
a. volume driven liability i b. Bonding	0.00% (of 1 thro	ugh 7)	\$- ¢	
a. volume driven liability i b. Bonding c. State B&O Tax	0.00%(of 1 thro 0(of 1 thro	ugh 7) ugh 7)	\$ -	
a. volume driven liability i b. Bonding	0.00% (of 1 thro	ugh 7) ugh 7) ugh 7)		\$ 3,700.61
a. volume driven liability i b. Bonding c. State B&O Tax d. City B&O Tax	0.00% (of 1 thro 0 (of 1 thro 0 (of 1 thro	ugh 7) ugh 7)	\$ -	<u>\$ 3,700.61</u>
a. volume driven liability i b. Bonding c. State B&O Tax	0.00% (of 1 thro 0 (of 1 thro 0 (of 1 thro	ugh 7) ugh 7) ugh 7)	\$ - \$ -	<u>\$                                    </u>
<ul> <li>a. volume driven liability in</li> <li>b. Bonding</li> <li>c. State B&amp;O Tax</li> <li>d. City B&amp;O Tax</li> </ul> 9. O & P ON INSURANCE / TAXE	0.00% (of 1 thro 0 (of 1 thro 0 (of 1 thro	ugh 7) ugh 7) ugh 7) 8. INSURANCE	\$ - \$ -	

Job Name: Sheriff West Precinct Airport and Paine Field Job Number: 1681 Extension Name: Change Orders

# [Items and ByProducts]

Material Filter: <None> Report: COR 2/1

ltem #	Item Name	Quantity	Price	U	Ext Price	Labor	U	Labor Ext
Label Set: Com	Label Set: Combined, Combined, Combined, Combined \$9,255.00							4.00
47,238 1 DC	DLLAR LABOR (6/1/24 \$4 RAISE * 94HF	376.00	\$1.00	Е	\$376.00	0.00	Х	0.00
47,248 1 DC	DLLAR MISC (GENSET FUEL)	8,879.00	\$1.00	E	\$8,879.00	0.00	Х	0.00
47,271 1 HC	OUR LABOR (MOBILIZATION)	4.00	\$0.00	Х	\$0.00	1.00	Е	4.00
					\$9,255.00			4.00



#### August 28, 2023

#### Prepared by

Ray Caparas

raymond.caparas@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	PC Lon Gateway, Lon Modbus, Lon Modbus/TCP Gateway	1
2	DQCA, Commercial Diesel Generator Set, 600kW Standby 60Hz	1
	U.S. EPA, Stationary Emergency Application 600DQCA, Diesel Genset, 60Hz, 600kW Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency Listing - UL 2200 Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011 Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, Wye, 480 Volts, 105C - Standby Alternator Heater, 120 Volt AC Steel Sound Attenuated Level 2 Enclosure, with Exhaust System	
	Enclosure Color - Green, Steel Vibration Isolators - Earthquake Certified Cooling Air Outlet - Horizontal, Sound Attenuated Louvers - Air Outlet, Gravity Close Distribution Panel - Prewired AC Features Service Receptacle - 120V, 20A, External GFCI, NEMA 5 - 20R	
	Enclosure Lighting - 120 Volts AC Fuel Water Separator Control Mounting - Left Facing PowerCommand 2.3 Controller Control Cabinet Heater, 120/240 Volt AC Compatible Gauge - Exhaust Gas Temperature	
	Analog Meters - AC Output LCD Control Display Display, Running Time Relays - Genset Status, User Configured Alarm - Audible, Engine Shutdown Stop Switch - Emergency, Externally Mounted Signale - Audition: 9 Insuite 9 Outputs	
	Signals - Auxiliary, 8 Inputs/8 Outputs Relay - Alarm Shutdown Control Display Language - English Circuit Breaker or Entrance Box or Terminal Box - Right And Left Circuit Breaker - 1200A, Left, 3P, 600/415V, UL/IEC, Serv Ent, 100%UL Circuit Breaker - 1200A, Right, 3P, UL 600, IEC 415, UL Serv Ent, 100% Bottom Entry, Left	
	Bottom Entry, Right Indication - Ground Fault, Terminal Box (or) Circuit Breaker Box - Left Circuit Breaker Accessory, 24 Volts DC Trip, Aux and Trip Contacts, Right Side Engine Air Cleaner - Normal Duty External Battery Charger - 12 Amp, Regulated Engine Cooling - Radiator, 50C Ambient Warning - Low Coolant Level Coolant Heater - 208/240/480 Volts AC, 40F Minimum Ambient Temperature	
	Oil Sampling Valve Test Record - Strip Chart Test - Extended, Standby Load, 2 Hour Test Record - Safety Shutdowns	



	Test Record - Exhaust Temperature Test Record - Ambient Temperature and Pressure Cummins Certified Test Record Test - Independent Laboratory Standby 5 Year 2500 Hour Parts+Labor+Travel Literature - English Packing - None, Base Mounted Housing	
3	Generator Starting Batteries	4
4	A064W327 - Cable Kit	1
5	Enclosure Kit-Sound Level 2 Duct	1
6	UL 2085 (2 Hour Fire Rated) - 2,016 Usable Gallons Subbase Fuel Tank (Shipped loose installed by contractor on site with Cummins Tech Assistance)	1
7	Annunciator-Panel Mounted With Enclosure (RS485)	1
8	Two Year Annual Preventive Maintenance Agreement	1
9	Delivery to Site Included. Offloading Excluded.	1
10	Startup & System Testing, Training During Startup Visit, 1 Day.	1

# <u> TOTAL: \$ 305,721.00</u>

Quote value does not include any tax.

#### **EXCEPTIONS AND CLARIFICATIONS:**

This proposal is based on specification section 263200 and drawing number E1.00. We know of no addenda.

 2.10-C: We take exception to the requirement for a 70dBA enclosure. In lieu, we're providing a 73dBA at 23ft rated enclosure.

## LEAD TIME:

Submittals

Typical submittal lead time is 2 - 3 weeks after receipt of purchase order.

Equipment

Current lead-time is 70 - 72 weeks after submittal approval and release for production. Plus 4 weeks for the fuel tank.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

#### Submitted by:

#### Ray Caparas raymond.caparas@cummins.com

**SUBMITTALS.** An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.



Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>



#### TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

**1. SCOPE.** Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALLY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION



OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

**3. PAYMENT TERMS; CREDIT; RETAINAGE.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received. **4. TAXES; EXEMPTIONS.** Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

**5. TITLE; RISK OF LOSS.** Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

**6. INSPECTION AND ACCEPTANCE.** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

#### 05.01.2023

**8. CANCELLATION; CHARGES.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office sixty (60) or fixe after the equipment has shipped from the manufacturing plant.

**9. TERMINATION.** Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under



this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

**10. MANUALS.** Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Ouote. When an enclosure or subbase fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stubups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

**12. MANUFACTURER'S WARRANTY.** Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty shall prevail.

**13. WARRANTY PROCEDURE.** Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

#### **14. LIMITATIONS ON WARRANTIES.**

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

**15. INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.



#### **16. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default. 18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

**19. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**20. GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim



arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

**21. INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**22. ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**23. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

**24. PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment.



Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

#### **COVID 19 SUPPLEMENTAL STATEMENT**

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

#### INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufactures via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested.

#### OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD)

OSHPD seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHPD applications. **SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS** 

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturers part number of the disconnect device to be supplied with the generator and a revised quotation will be issued.

#### TRANSFER SWITCH WITHSTAND AND CLOSE RATINGS

Transfer switch(es), if included in this quotation, require a withstand and closing rating (WCR) capable of meeting the available upstream fault current (kAIC). The WCR may be based on a specific breaker rating or a time-based rating, and it is the responsibility of a qualified facility designer or engineer to verify compatibility. In the event that the proposed transfer switch(es) are not compatible, the transfer switch(es) will need to be requoted to ensure compatibility. A full listing of the WCR can be provided upon request and will be included as part of the submittal package.

#### CUMMINS STANDARD EXCLUSIONS

#### Exhaust System

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

#### Fuel System

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

#### **Cooling System**

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound

attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

#### Electrical

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal. Mounting

Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

#### **Electrical Testing**

Not limited to International Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

#### **Environmental Testing**

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction

#### (AHJ), including acoustical.

#### Programming

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

# Documentation



Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

#### Miscellaneous

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

#### Design

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

#### **Taxes and Permit**

Any applicable sales tax, permits, fees, licenses.

#### Bonds

Any bid bond, payment or performance bond or other type of bond.

All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.

# SECTION 26 32 00 PACKAGED GENERATOR ASSEMBLIES

# PART 1 - GENERAL

- 1.01 DESCRIPTION OF WORK
  - A. This section covers the standby power generator sets and all required auxiliary components.

# 1.02 GENERAL

- A. The generator set shall be a complete, factory-assembled 600kW power generating system including a diesel engine, radiator-type engine cooling system, engine exhaust system, engine fuel system, battery and charging system, engine speed control system, engine starting system, generator, generator regulator system, control panel, main circuit breaker, structural steel support frame assembly and all other components and ancillary devices required for a complete, operable system.
- B. The generator set shall be designed by the manufacturer and all components of the generator set shall be selected by the manufacturer to:
  - 1. Be an integrated electrical generating system with compatible components and all required controls and appurtenances.
  - 2. Continuously produce rated kVA with a power quality defined in 1.05 for any duration of interruption of the normal utility source.
- C. Comply with the requirements of the International Building Code (IBC) for Seismic requirements.

# 1.03 REGULATORY REQUIREMENTS

- A. All equipment and materials shall conform to the latest revised editions of applicable standards published by the following organizations:
  - 1. National Electrical Code (NFPA 70)
  - 2. Underwriters' Laboratories (UL 2200)
  - 3. Standard for Emergency and Standby Power Systems (NFPA 110)
  - 4. American National Standards Institute (ANSI)
  - 5. Institute of Electrical and Electronic Engineers (IEEE)
  - 6. National Electrical Manufacturer Association (NEMA)
  - 7. Instrument Society of America (ISA)
  - 8. National Fire Protection Association (NFPA)

- B. All electrical equipment and materials, and the design, construction, installation, and application thereof shall comply with all applicable provisions of the National Electrical Code (NEC), the Occupational Safety and Health Act (OSHA), and any applicable Federal, State, and local ordinances, rules and regulations.
- C. All materials and equipment specified herein shall within the scope of UL Examination Services, be approved by the Underwriter's Laboratories for the purpose for which that are used and shall bear their label.
- D. All generator sets rated 600 volts or less shall be UL 2200 listed and labeled or third party certified in the field by an L&I approved agency. If third party certification is required, the inspection shall be coordinated by the manufacturer and included in the cost of the generator assembly.
- E. The engine shall comply with all applicable requirements in 40 CFR Part 60 Subpart IIII (Standards of Performance for Stationary Compression Ignition Internal Combustion Engines) and 40 CFR Part 63 Subpart ZZZZ (National Emissions Standards for Hazardous Air Pollutants for Stationary Reciprocating Internal Combustion Engines).
- 1.04 SITE CONDITIONS
  - A. Installation Location

Everett, WA

B. Site elevation

565 ft MSL

C. Ambient Temperature Range

Minimum: 0°F

Maximum: 100°F

#### 1.05 REQUIRED PERFORMANCE

- A. Performance of the generator set shall be based on operation of the assembly with radiator, battery charging alternator and all specified and required appurtenances.
- B. The generator set shall be rated for continuous standby service. The temperature rise of the generator shall not exceed 105 degrees C above a 40° C ambient, when producing full rated load for a continuous period of time.
- C. Voltage Drop: The engine generator unit supplied must start the indicated load with a sustained RMS voltage drop no greater than 20% of rated phase to phase voltage during the starting period. The starting period shall be from zero up to 3 seconds. The instantaneous voltage dip may be greater than 20% but shall not cause motor starter chatter or relay drop out or exceed a level which causes

undesirable motor starting. If motor starting problems are encountered the size of the generator set shall be increased as required to reduce voltage dip until the motors can be started without problems. No additional cost shall be incurred by the Owner for the increased size of the generator set. Frequency Regulation: Plus or minus 3 hertz maximum, no load to rated load.

- D. Voltage Regulation: Plus or minus 2% maximum deviation from nominal.
- E. The output voltage of the set shall be 480 Y/277 volts, 3 phase, 4 wire, solid ground, 60 hertz.

# 1.06 FACTORY TESTING

- A. The actual engine and generator to be incorporated in the generator set shall be fully and completely tested by the manufacturer of each unit after manufacturing to determine specific operating characteristics. Testing of the engine shall be performed in accordance with procedures certified by an independent test laboratory. Testing of the generator shall be performed in accordance with IEEE Standard 115 and NFPA 110.
- B. The assembled generator set shall be operated by the generator set manufacturer in the manufacturer's plant to break in and test the unit. The sequence and each load level shall be as required by the engine manufacturer to properly break in and test the engine. The generator set shall be operated as required to verify and adjust the functioning of all other components.

# 1.07 SHOP DRAWINGS

- A. In accordance with the "submittals" requirements of Section 1.08, the manufacturer of the generator set shall develop all shop drawings required for design, fabrication, assembly and installation of the unit.
- B. Installation details shall include the size, number, type and location of vibration isolators, seismic snubbers and anchor bolts; the size, number, type and location of interconnecting wiring and conduit; and all specific and miscellaneous requirements for installation of the generator set and all appurtenances.

# 1.08 SUBMITTALS

- A. Submit the manufacturer's installation manual & equipment specific startup documents as a part of the initial equipment submittal.
- B. Submit the manufacturer's operating and maintenance manual as part of the initial equipment submittal. One copy of this submittal must be provided to Boeing EHS.
- C. Provide name, phone number and email address of a local manufacturer rep with the initial equipment submittal.

- D. Provide name, phone number address and email address of manufacturer representative who will be the main point of contact for the service agreement specified in section 3.07.
- E. The following project data shall be submitted by the Contractor prior to placement of a purchase order for the equipment:
  - 1. Wiring diagrams with details specific to this project showing all interface points and terminal numbers clearly identified.
  - 2. Specific information on the components provided for this project and all optional equipment provided.
  - 3. Specific and detailed wiring and connection diagram showing all details of field wiring connections and component connections for starting, fuel monitor, louver controls, battery charger alarm contacts and customer contacts as specified in control panel, etc. Drawings shall show all terminal numbering and physical locations of terminals.
  - 4. Detailed specifications and drawings of the fuel leakage monitoring system.
  - 5. Operations and programming/adjustments manual.
  - 6. Specific detailed information on the control features, their ranges, recommended set points etc.
  - 7. Detailed plan and elevation drawings of the generator set indicating overall dimensions and the specific location of all components.
  - 8. Detailed drawings indicating installation requirements and the specific location of vibration isolators and seismic snubbers.
  - 9. Detailed plan of the face of the control panel indicating overall dimensions and the specific location of all components.
  - 10. Detailed specifications and standard operating characteristics of the engine, the generator and all components.
  - 11. Certification by the manufacturer and documentation that appropriate linear and torsional vibration analyses have been performed and that engine and generator are compatible units.
  - 12. Certification by the manufacturer and documentation that the generator set will meet or exceed the general requirements as specified in section 1.02 and in the conditions specified under section 1.04.
  - 13. Generator control schematic.
  - 14. Generator remote annunciator panel drawings.
  - 15. Engine control schematic.

- 16. Certification by the engine manufacturer of review and approval of the proposed engine application.
- 17. Detailed drawing showing generator plan and elevation views as proposed to be installed in the building, including all required electrical and mechanical code clearances.
- 18. Contractor shall be responsible for detailed stub up of locations of power and control conduits. Provide detailed stub up drawings with reference to building dimensions for power and control conduits after all physical equipment submittals have been coordinated.
- 19. Engine manufacturer's emission-related specifications and written instructions regarding installation and configuration. One copy of this submittal must be provided to Boeing EHS.
- 20. Engine manufacturer's emission-related operation and maintenance instructions. One copy of this submittal must be provided to Boeing EHS.
- 21. EPA engine certification. One copy of this submittal must be provided to Boeing EHS.
- F. After break-in and testing of the generator set, the following project data shall be submitted by the Supplier:
  - 1. Certified results of testing of the engine by the engine manufacturer.
  - 2. Certified results of testing of the generator by the generator manufacturer.
  - 3. Certified results of break-in and testing of the generator set by the manufacturer of the assembly.

# 1.09 WARRANTY

A. The manufacturer shall guarantee the generator set to be free of defects in design, materials and workmanship for a period of five (5) years following the date of acceptance, by formal action of the Owner, of all work under the contract. The guarantee shall include all parts and labor and shall be secured by a written guarantee from the manufacturer to the Owner. The written guarantee shall be delivered to the Owner prior to date of acceptance of all work under the Contract.

# PART 2 - PRODUCTS

- 2.01 ACCEPTABLE MANUFACTURERS
  - A. Square D
  - B. CAT
  - C. Cummins
  - D. BLUE STAR POWER SYSTEMS

## 2.02 ENGINE

- A. Engine shall be EPA Emergency Non Road Compression Ignition Certified for the year it is sold.
- B. The engine shall be an 1800 RPM, water-cooled, in-line or V-type, four-stroke, compression ignition, diesel-fueled unit. The engine shall be fully and completely capable of and equipped for driving electrical generators. The specific model of engine selected by the manufacturer of the generator set shall have an acceptable history of successful similar applications.
- C. The engine shall be equipped with an electronic governor which shall control the speed of the engine and generator. The speed shall be controlled to maintain the generator output frequency within 0.25 percent of rated frequency during steady state operation.
- D. The engine shall be equipped for operation with ASTM D975, No. 2-D diesel fuel with a maximum sulfur content of 15 parts per million. The fuel system shall include a fuel pump and replaceable element fuel filter.
- E. The engine shall be equipped with a pressurized oil lubricating system which shall include threaded, spin-on type, full flow lubricating oil filters which are located for easy removal. The lubricating system shall be equipped with spring-loaded bypass valves which will allow oil circulation if the filters are plugged.
- F. The engine shall be equipped with an electric starting system which includes a lead acid battery set, an engine-driven battery charging alternator and appropriate electrical controls. The system shall be minimum 12 volt. The batteries shall be mounted adjacent to the generator set on a fabricated steel housing. Batteries shall be rated minimum 225 ampere-hours.
- G. The engine shall be equipped with an engine-driven fan and, radiator type cooling system which shall maintain the jacket water temperature at the level required for proper operation of the engine from no load to full load. The engine shall be equipped with one or two, as required, water jacket heater(s) which shall be thermostatically controlled to maintain the coolant temperature at a minimum 90 degrees F at the lowest specified ambient temperature. Operation of the heater(s) shall be stopped while the engine is turning. All heaters equal to or in excess of 1500W shall be supplied by a 208V circuit wired to the generator panelboard.
- H. If the engine is equipped with a diesel particulate filter, the filter must be installed with a backpressure monitor that notifies maintenance personnel when the high backpressure limit of the engine is approached.

# 2.03 GENERATOR

- A. The generator shall be brushless, revolving field type and shall be fully and completely capable of and equipped to be driven by a diesel engine and to produce the starting and running kVA demanded by the connected load. The specific model of generator, selected by the manufacturer of the generator set, shall have an acceptable history of successful similar applications.
- B. The generator shall comply with NEMA standard MG1. The generator shall be insulated to Class H requirements, however, the unit shall be sized and rated so that the temperature rise of the unit will not exceed 105 degrees C over ambient temperature of 40 degrees C under continuous, full load conditions in accordance with NEMA MG1. The generator shall be fully guarded in accordance with NEMA MG1.
- C. The rotating brushless exciter shall incorporate a full wave, three phase rotating rectifier with hermetically sealed, metallic type, silicon diodes to supply main field excitation. A multiplate selenium surge protector shall be connected across the diode network to protect it against transient conditions.
- D. The generator shall be 1800 RPM coupled directly to the engine flywheel through a flexible driving disc for positive alignment. Gear reduction drives are not acceptable. The generator housing shall bolt directly to the engine flywheel housing and shall have a single ball bearing support for the rotor. The rotor shall be dynamically balanced up to 25 percent overspeed. The rotor shaft bearing shall be shielded type with provisions for easy servicing through grease pipes that extend to the exterior of the generator frame. The bearing shall be designed for a minimum B-10 bearing life of 40,000 hours.
- E. Alternator shall be Permanent Magnet design (PMG) The generator shall be designed and manufactured to be capable of sustaining at least 300 percent of rated current for at least 10 seconds under three-phase symmetrical short circuit conditions by inherent design of the unit or by a current boost system. The generator shall be designed and manufactured to be capable of sustaining at least 50 percent increase in rated speed for an unlimited time without mechanical damage.
- F. The generator shall be equipped with a solid-state, volts-per-hertz type regulator that is compatible with both the engine and the generator. The regulator shall be capable of regulating the generator under sudden zero to full load changes.
- G. The regulator shall be housed and mounted for protection of all components against moisture and vibration. The regulator assembly shall be mounted on the generator.
- H. A thermostatically controlled generator heater shall be provided to prevent dampness or moisture accumulation in the generator windings. This heater shall be supplied with one 120V circuit wired to the generator panelboard.

# 2.04 CONTROL PANEL

- A. The generator shall be equipped with a control panel. The control panel shall be readily accessible, visible and shall be mounted such that the top of the control panel is no higher than 6'-0" above the grade when installed.
- B. The generator control panel shall include the following:
  - 1. High coolant temperature (red)
  - 2. Low oil pressure (red)
  - 3. Overspeed (red)
  - 4. Overcrank (red)
  - 5. Emergency stop (red)
  - 6. Not in automatic (red)
  - 7. Genset breaker open/tripped (red)
  - 8. Pre-high coolant temperature (amber)
  - 9. Pre-low oil pressure (amber)
  - 10. Low coolant level (amber)
  - 11. Low coolant temperature (amber)
  - 12. Low fuel (amber)
  - 13. Battery charger fault (amber)
  - 14. Low battery volts (amber)
  - 15. Water detected in the fuel (amber)
  - 16. Genset running (white)
  - 17. Spare (amber)
  - 18. Fuel tank leak detection (red)
- C. Lamp test push-button for all indication lights listed above.
- D. Dry contacts wired to a terminal strip for:
  - 1. Each alarm light as listed above
  - 2. Common remote "trouble" alarm
  - 3. Common remote "fail" alarm
  - 4. Low fuel alarm.
  - 5. Low battery voltage
- E. Three position (automatic/off/manual) selector switch which shall:

West Precinct

- 1. In the automatic position allow the engine to automatically start when contacts in the transfer switch control circuit close and stop after the control circuit contacts open.
- 2. In the off position prohibit starting of the engine
- 3. In the test position cause the engine to start and remain in operation until the selector switch is moved to either of the other positions.
- 4. Provide separate dry contact for each switch position.
- F. An Ethernet communication (RJ-45) jack shall be provided allowing MODBUS TCP\IP communication with the generator controller for status monitoring and control.
- G. An automatic starting system that shall cause and control operation of the engine starter motor until the engine has started. The starting system shall include manually adjustable timing circuits for control of the time of operation of the engine starter motor and the time from stopping of operation of the starter motor (after the engine has failed to start) to re-initiation of operation of the starter motor. The starting system shall enable the number of starting cycles to be manually selected and shall prohibit operation of the starter motor if the engine fails to start after three (3) starting cycles. The starting system circuitry shall include dry contacts for remote indication of generator set running and not running conditions.
- H. Engine emergency shutdown controls that shall include sensors and control circuits which shall stop operation of the engine when the engine coolant temperature rises to a preselected value, when the engine coolant drops below a preselected level, the engine lubricating oil pressure drops to a preselected value, when the fuel level reaches the critical low level, and the engine speed rises to a preselected value. The controls shall prohibit subsequent restarting of the engine until a reset switch is manually engaged.
- I. The control panel shall include a resistive heater to prevent moisture accumulation in the generator
- J. Provide one ground fault protected 4-plex, 120vac outlet inside the enclosure, wired from a customer supplied circuit.
- K. Provide a remote mounted annunciator panel for the generator, locate per project drawings.
- 2.05 MAIN CIRCUIT BREAKER
  - A. The trip unit for each pole shall have elements providing inverse time delay during overload and instantaneous magnetic tripping for short circuit protection. The circuit breaker shall meet standards established by Underwriters'

Laboratories, National Electric Manufacturer's Association (NEMA), and National Electric Code.

- B. The circuit breaker shall be mounted in a NEMA-3R / 4 enclosure adjacent to the generator control panel.
- 2.06 SUPPORT FRAME
  - A. The engine and generator shall be mounted on and supported by a welded support frame fabricated of structural steel members. The support frame shall specifically be designed by the manufacturer of the generator set to:
    - 1. Resist bending forces and loads imposed by the engine and generator during transportation and during operation.
    - 2. Limit torsional and bending movement caused by torque reactions
    - 3. Prevent resonant vibration
    - 4. Generator shall be mounted on a concrete pad, sized to fit and support the weight of the generator including the 48 hour/3600 gallon fuel tank capacity.

# 2.07 EXHAUST SYSTEM

- A. The exhaust system shall include a flexible stainless steel bellows exhaust pipe connection to the engine exhaust manifold, exhaust piping, silencer, exhaust pipe flashing, collar and rain cap and support system.
  - 1. Manifolds: Exhaust manifolds shall be convection cooled and, if in pairs, shall merge to form a single exhaust for the engine.
  - 2. Silencer: An industrial type silencer shall be provided including flexible exhaust fitting, properly sized and installed according to the manufacturer's recommendation. Exhaust pipe size shall be sufficient to ensure that measured exhaust back pressure does not exceed the maximum limitations specified by the engine manufacturer.
  - 3. Exhaust Stack: The exhaust piping shall be fabricated from Schedule 40 black carbon steel. Exhaust pipe size shall be sufficient to ensure that measured exhaust backpressure does not exceed the maximum limitations specified by the engine manufacturer. Flanged joints with heat resistant gaskets shall be provided as necessary for installation and removal of the exhaust system components without welding.
  - 4. Flexible Metal Hose: Flexible metal hose shall be braided, corrugated stainless steel with stainless steel fittings as manufactured by Flexonics Corporation or similar product. Live lengths shall be as required to make the appropriate connections without placing damaging stress on the equipment or adjacent piping during any condition of service. Unless

otherwise specified, fitting shall be stainless steel and shall be welded to the hose by heliarc method. Flexible metal hose for engine exhaust shall be Flexonics Series 400M designed for 1,200 degree F service and fitted with carbon steel flanges, or similar product.

# 2.08 GENERATOR BATTERY CHARGER

- A. Provide a fully automatic constant voltage, current limiting battery charger sized for the generator starting batteries, 10 amp minimum.
- B. Charger shall have the following features: Protection fuses, DC ammeter, Temperature compensating voltage regulator, LED alarm lamps indicating AC power fail, Low battery voltage, High battery voltage. Form C contacts for alarm indication, high and low battery alarm adjust pots, float voltage adjustment pot.
- C. Charger shall monitor battery voltage and control the SCR to deliver the optimum current level to the battery. The battery shall be permanently connected and when the battery approaches a pre-set full charge voltage, the charging current shall automatically taper to zero amperes or to the steady state load on the battery.
- D. Battery Heaters shall be provided to maintain battery temperature above 50° F, thermostatically controlled to shut off above 90° F. Battery heaters shall be supplied by one 120V circuit wired to the generator panelboard.

# 2.09 FUEL TANK SYSTEM

- A. The Contractor shall be responsible to coordinate the fuel system requirements with the local building and fire codes for installation. The Contractor shall verify all necessary space, containment, alarming and monitoring requirements are met. The Contractor shall provide all necessary equipment, raceway, wiring etc. to meet the requirements of the local codes, Fire Marshall, NEC, and as recommended by the generator manufacturer. Specific requirements are as follows:
- B. Provide a dual wall sub-base fuel storage tank sized to allow for full load operation of the generator set for 48 hours at full load. The tank shall be constructed of corrosion resistant steel and shall be UL 2085 listed. The equipment, as installed by the Contractor, shall meet all local and regional requirements for the application. Tank shall include the following features:
  - 1. Fuel supply and return lines, connected to generator set with flexible fuel lines as recommended by the engine manufacturer and in compliance to UL2200 and NFPA 37 requirements.
  - 2. Leak detection provision and high and low fuel level float switches wired to the generator set control for local and remote alarm indication.
  - 3. Secondary containment generator sub-base tank meets UL requirements.

- 4. NFPA 30/37/110 & IFC Compliant Secondary containment sub-base tanks meet both NFPA and IFC requirements.
- 5. Emergency pressure relief vent cap Meets or exceeds UL requirements. Insures adequate venting and pressure relief for inner and outer tank under extreme temperature and emergency conditions.
- 6. Low fuel level switch Activates at 50% remaining usable fuel.
- 7. Secondary containment basin switch Activates with primary containment failure at control panel and remote alarm.
- 8. Atmospheric vent cap Accommodates normal venting (oversized 2" vent is raised above the fuel fill). Extended to 12 feet above grade as required by IFC.
- 9. Raised fuel fill Includes lockable flip top to prevent tampering and/or fuel contamination. May be installed inside or outside generator set skid rails.
- 10. Fuel level gauge Provides direct reading, top mounted with electronic sending
- 11. Enclosure compatible Accepts drop-over weather protective and sound attenuated enclosures.
- 12. Tank to foundation ground clearance and support Allows for visual secondary containment leak detection and keep tank rust to a minimum.
- 13. 5 gallon spill fill box
- 14. Over fill prevention valve
- 15. Fill down tube terminated 6" from tank bottom

# 2.10 SOUND ATTENUATED WEATHER HOUSING

- A. The generator set shall be provided with an outdoor enclosure, with the entire package listed under UL2200. Housing shall provide ample airflow for generator set operation at rated load in an ambient temperature of 100F. The housing shall have lockable hinged access doors as required to maintain easy access for all operating and service functions. Enclosure roof shall be cambered to prevent rainwater accumulation. Fixed louvers and openings shall be screened to limit access of rodents into the enclosure.
- B. The outdoor weather protective enclosure shall be made of 14-gauge steel.
- C. The enclosure shall be insulated with non-hydroscopic materials, and reduce the sound level of the generator set while operating at full rated load to an average of 70.0 as measured at 7 meters from the generator set in a free field environment.
- D. All sheet metal shall be primed for corrosion protection and finish painted with the manufacturers standard color using a two-step electrocoating paint process, or

equal meeting the performance requirements specified below. All surfaces of all metal parts shall be primed and painted. The painting process shall result in a coating that meets the following requirements:

- 1. Primer thickness, 0.5-2.0 mils. Top coat thickness, 0.8-1.2 mils.
- 2. Gloss, per ASTM D523-89, 80% plus or minus 5%.
- 3. Gloss retention after one year shall exceed 50%.
- 4. Crosshatch adhesion, per ASTM D3359-93, 4B-5B.
- 5. Impact resistance, per ASTM D2794-93, 120-160 inch-pounds.
- 6. Salt Spray, per ASTM B117-90, 1000+ hours.
- 7. Humidity, per ASTM D2247-92, 1000+ hours.
- 8. Water Soak, per ASTM D2247-92, 1000+ hours.
- E. All enclosure external hardware shall be corrosion resistant and hinges shall be stainless steel.
- F. A factory-mounted exhaust silencer shall be installed inside the enclosure. The exhaust shall exit the enclosure through a rain collar and terminate with a rain cap. Exhaust connections to the generator set shall be through seamless flexible connections.
- G. The enclosure shall include a flexible oil drain line that extends to the exterior of the enclosure, and an external radiator fill provision.

# 2.11 FREE STANDING LOAD BANK

- A. (1) Permanently installed free standing resistive load bank shall be provided for periodic exercising and testing of the standby/emergency power source. The load bank shall be permanently mounted in a weatherproof enclosure, forced air cooled with either a local or remote mounted control panel.
- B. The load bank shall be listed to UL Standard 508A or labeled by an NRTL acceptable by the AHJ per the State of Washington and local jurisdiction.
- C. RATINGS
  - 1. The total capacity of the load bank shall be rated 150 KW at 480 Volts, 3-Phase, 3-Wire, 60 Hertz
  - 2. The load bank shall be designed for continuous duty cycle operation with no limitations. The load bank shall operate in an ambient temperature of 28°C to 49°C (-20°F to 120°F).
- D. MATERIAL AND CONSTRUCTION
  - 1. The load bank shall be outdoor weatherproof aluminized steel construction, suitable for installation on a concrete pad or structural base. All exterior

fasteners shall be stainless steel. The load bank shall include forklift channels in the base for lifting.

2. The main input load bus, load step relays, fuses and blower/control relays shall be located within the load bank enclosure.

# E. RESISTIVE LOAD ELEMENTS

- 1. Load elements shall be helically wound chromium alloy rated to operate at approximately ½ of maximum continuous rating of wire. Elements must be fully supported across the entire length within the air stream by segmented ceramic insulators on stainless steel rods.
- 2. The overall tolerance of the load bank shall be –0% to +5% KW at rated voltage.

# F. COOLING

1. The load bank shall be cooled by integral TEFC or TEAO motor which is direct coupled to the cooling fan blade. The fan motor must be electrically protected against overload using a motor overload device and short circuit protected using three (3) current limiting fuses with an interrupting rating of 200K A.I.C.

# G. PROTECTIVE DEVICES

- 1. A differential pressure switch shall be provided to detect air loss. The switch shall be electrically interlocked with the load application controls to prevent load from being applied if cooling air is not present.
- 2. An over-temperature switch shall be provided to sense the load bank exhaust in the heater case assembly. The switch shall be electrically interlocked with the load application controls to remove load from being applied in the event of an over temperature condition.
- 3. To provide for major fault protection, branch fuses shall be provided on all three phases of switched load steps above 50KW. Branch fuses shall be current limiting type with an interrupting rating of 200K A.I.C.

# H. LOAD BANK CONTROL PANEL

- 1. The control panel shall be mounted within the generator set control panel or on the load bank. The control panel shall contain the following manual controls:
  - a. Power ON/OFF switch
  - b. Blower START/STOP pushbuttons.
  - c. Master load ON/OFF switch.
  - d. Load step switches for ON/OFF application of individual load steps.

- 2. An Automatic Load Step Controller shall be provided for maintaining a minimum load on the generator set. The controller shall monitor the connected downstream loads and will automatically add or subtract load steps in response to building load changes as to maintain a minimum load level on the generator set. A separate current transformer shall be attached to the generator output to sense downstream loads. The load bank should automatically shut down, allowing generator shutdown, once all building loads are removed.
- 3. A standard remote load dump circuit shall be provided as part of the load bank control circuit. Provisions shall be provided to remove the load bank upon removal of generator start circuit. In the event start circuit is removed, all load bank loads removed allowing the generator to cool down and go offline.
- 4. An integral control power transformer shall be provided to supply any required control power to the load bank control and motor starter circuitry from the 480V 3ph load bank power circuit. Transformer primary and secondary control circuits shall be fuse protected.

# PART 3 - EXECUTION

# 3.01 INSTALLATION:

- A. The generator set shall be installed by the Supplier of the generator set in accordance with the installation drawings and instructions prepared by the Supplier. Installation shall be performed by workers who are skilled and experienced in the installation of generator sets and electrical systems.
- B. Install fuel system, ventilation system, and exhaust system in accordance to the requirements of the drawings, specifications, manufacturer, local codes, and the NEC. Any additional requirements or equipment necessary for a complete installation shall be provided by the Contractor at no additional expense to the Owner.
- C. The engine shall be installed and configured according to the engine manufacturer's emission-related specifications and written instructions.

# 3.02 INSPECTION AND VERIFICATION OF INSTALLATION:

- A. After completion of the installation of generator set, the Supplier shall inspect the installation and verify that all components and wiring are correctly installed. The Supplier shall determine the exact scope and nature of work required to correct deficiencies and errors in the work and shall supervise the performance of such work.
  - 1. All components of the generator set shall be calibrated by the Supplier after completion of installation. Each component shall be adjusted to be within

the Supplier required range and for the specific application. Components that cannot be properly calibrated or that are found to exceed the manufacturer's specified range or accuracy shall be removed and replaced.

2. After installation of the generator set is completed, the generator set shall be placed into operation by the Supplier. The Supplier shall revise, modify, adjust and reprogram the various components as required during and following start-up to provide proper operation.

# 3.03 ON-SITE OPERATION AND LOAD TEST:

- A. After the Supplier has inspected and verified the generator installation, the generator set shall be tested by the manufacturer. All components of the generator set shall be fully and completely operated and tested under simulated power failure conditions and under a full load for a period of at least two continuous hours. All doors shall be completely closed and louvers shall begin in the closed positions to simulate automatic operation and to verify that the genset can maintain cooling while fully loaded. Load banks shall be provided by the Supplier of the generator set as required to supplement the connected facility load and to provide full load conditions. Operating temperature, load amperes and voltage shall be recorded every 1/2 hour.
- B. The on-site operation testing shall take place in the presence of the Engineer. The Contractor shall inform the Engineer a minimum of 3 days prior to the testing taking place. All controls and functions of the generator shall be operable and all auxiliary equipment shall be connected and all field wiring complete before the testing is to take place.
- C. Load dump operation from generator to load bank and standby ATS units shall be tested in the presence of a manufacturer representative to verify functionality.

# 3.04 OPERATION AND MAINTENANCE TRAINING:

- A. The Supplier of the generator set shall conduct specifically organized training sessions covering operation and maintenance of the unit for personnel employed by the Owner. The training sessions shall be conducted to educate and train the personnel in maintenance and operation of all components of the unit. Training shall include, but not be limited to, the following:
  - 1. Preventative maintenance procedures
  - 2. Trouble-shooting
  - 3. Calibration
  - 4. Testing
  - 5. Replacement of components

- 6. Automatic mode operation
- 7. Manual mode operation
- 8. Fuel and monitoring system
- 9. Load bank operation and maintenance
- B. At least one (1) training session, at least two (2) hours in duration, shall be conducted at the site after start-up of the system. The Supplier shall prepare and assemble specific instruction materials for each training session and shall supply such materials to the Owner at least two (2) weeks prior to the time of the training.

# 3.05 OPERATION AND MAINTENANCE DATA:

- A. The Supplier of the generator set shall prepare and assemble detailed operation and maintenance manuals. The manuals shall include, but not be limited to, the following:
  - 1. Preventive maintenance procedures
  - 2. Trouble-shooting Calibration Testing
  - 3. Replacement of components
  - 4. Automatic mode operation
  - 5. Programming
  - 6. Manual mode operation
  - 7. System schematics
  - 8. As-built wiring diagrams of overall system
  - 9. Catalog data and complete parts list for all equipment and control devices.
  - 10. Listing of recommended spare parts
  - 11. Listing of recommended maintenance tools and equipment
  - 12. Listing of engine manufacturer's emission-related operation and maintenance instructions.

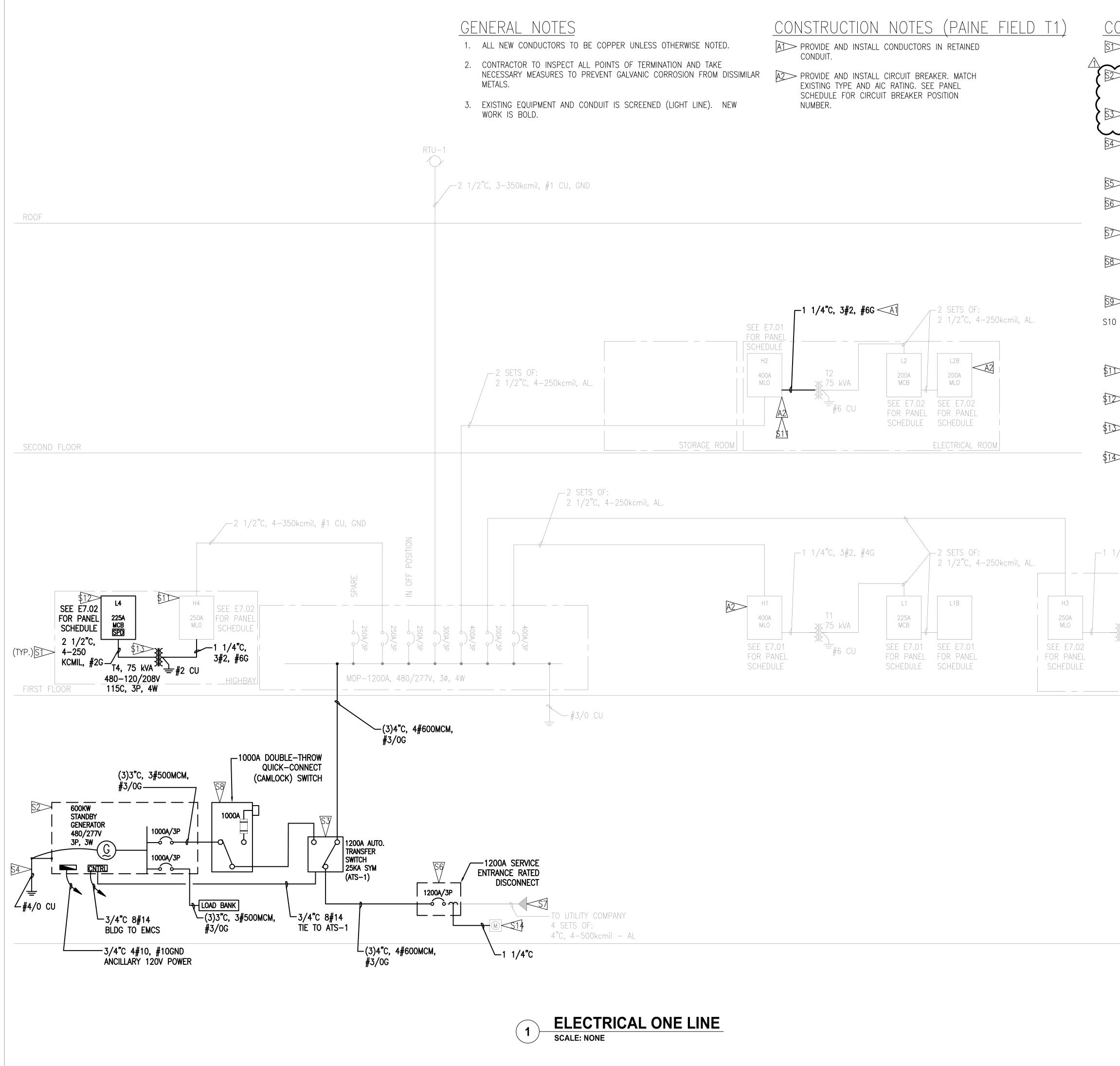
# 3.06 COMMISSIONING

- A. Assist in developing the final functional test procedures as specified in section 26 08 01, and related sections.
- B. Provide authorized startup technician to perform functional performance testing as specified in section 26 08 01, and related sections.

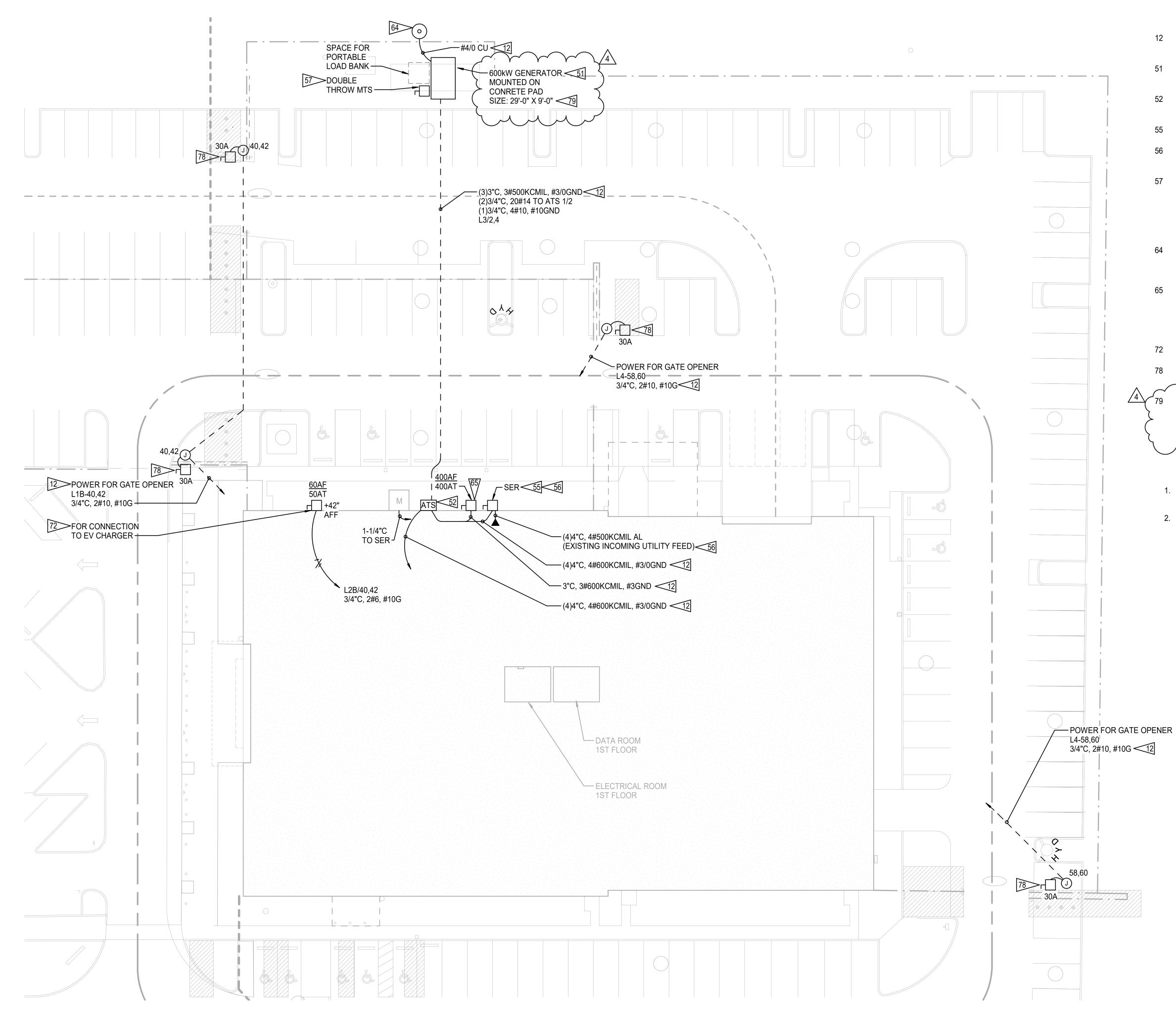
# 3.07 MAINTENANCE SUPPORT PROGRAM:

- A. The manufacturer of the generator set shall provide a maintenance support program covering all routine service maintenance and repair of the engine generator set and load bank for a period of two years from the date of acceptance. The cost of the maintenance support program shall be shown individually but must be included in the engine generator total bid price.
- B. Under the maintenance support program contract, the generator set manufacturer shall be solely and completely responsible for correction of all deficiencies and defects and shall make any and all repairs, replacements, modifications and adjustments as malfunctions or failure occur.
- C. The contract will cover the furnishing of all material, labor, testing equipment, load banks, tools, and transportation necessary to perform the preventative maintenance work herein described.
- D. The vendor shall stock common replacement parts (i.e. filter, etc.) for service or repair work for engines, generators, control panels, switchgear, and automatic transfer switches.
- E. The vendor shall be equipped with service technicians, tools, and transportation "on-call"; 24 hours a day, 365 days a year, to provide emergency service.
- F. It is the responsibility of the vendor to notify the Owner of the scheduled maintenance interval at least two (2) weeks prior to the actual performance of their contractual obligations. The Owner reserves the right to witness the evaluation, testing, and maintenance of the equipment at its discretion. It is the responsibility of the vendor to coordinate testing and preventative maintenance on the existing operational system.
- G. Three (3) copies of the evaluation, testing, and preventative maintenance work shall be submitted no later than (14) days following the completion of the service interval. All site documentation shall be typed.
- H. The reports shall contain but shall not be limited to:
  - 1. Summary of findings and corrective work.
  - 2. Recommendations of repairs, overhauls, and other maintenance work that should be scheduled prior to the next scheduled service interval.
  - 3. Complete documentation of all test and inspection results on each significant item (i.e. engine, generator, transfer switch, and alarm functions.
- I. As a minimum, the maintenance program shall include work as shown on the attached maintenance schedule. Any deletions from the schedule must be noted in writing as a part of the bid package.

# **END OF SECTION**



> provide and ins	<u>ON NOTES (SH</u> stall conduit, conductor,		<del>/</del>	<b>rolluda</b> a architecture planni	
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				E1.00	



(1) SCALE: 1/16" = 1'-0"

# YARD POWER PLAN

# **CONSTRUCTION NOTES**

- PROVIDE AND INSTALL CONDUIT, CONDUCTORS, 12 BOXES, SUPPORTS, FITTINGS, AND ALL ANCILLARY HARDWARE.
- 51 PROVIDE AND INSTALL 600KW STANDBY GENERATOR. COORDINATE FINAL LOCATION WITH ARCHITECTURAL PLANS.
- 52 PROVIDE AND INSTALL NEMA 3R, 1200A, 3-POLE ATS ON EXTERIOR OF BUILDING. COORDINATE FINAL LOCATION WITH ARCHITECTURAL PLANS.
- PROVIDE AND INSTALL NEMA 3R, 480V, 1200A, SERVICE 55 ENTRANCE RATED DISCONNECT.
- COORDINATE BUILDING OUTAGE WITH UTILITY AND 56 INTERCEPT EXISTING POWER FEED TO MDP. SHORTEN FEED AND TIE INTO SERVICE ENTRANCE DISCONNECT.
- PROVIDE AND INSTALL 1000A DOUBLE THROW COLOR 57 CODED MANUAL TRANSFER SWITCH FOR A PORTABLE GENERATOR. PROVIDE QUICK-CONNECT (CAMLOCK) FOR PORTABLE CONNECTION ADJACENT TO THE GENERATOR. CONTRACTOR TO PROVIDE PAD AND ANCHORING DESIGN TO THE COUNTY, SUBMITTAL TO REVIEWED AND STAMPED BY A STRUCTURAL P.E.
- PROVIDE AND INSTALL 10' CU GROUND ROD ADJACENT 64 TO GENERATOR PAD, CONNECT GENERATOR, GENERATOR ENCLOSURE AND PAD REBAR TO GROUNDING ELECTRODE CONDUCTOR.
- 65 PROVIDE AND INSTALL NEMA 3R, 480V, 400A ENCLOSED CIRCUIT BREAKER STYLE DISCONNECT FOR PANEL H2 ON SECOND FLOOR. MOUNT DISCONNECT ON WALL ADJACENT TO SERVICE ENTRANCE DISCONNECT SUCH THAT THE DISTANCE BETWEEN THE TAP IS LESS THAN 10 FEET.
- FIELD VERIFY EXACT LOCATION, MOUTING HEIGHT AND 72 MEANS PRIOR TO ROUGH-IN. 78
- PROVIDE AND INSTALL SAFETY DISCONNECT SWITCH. SIZE AS SHOWN. FIELD VERIFY EXACT LOCATION AND WOUNTING HEIGHT PRIOR TO ROUGH-W. <u>/4</u>/<sub>79</sub> CONCRETE PAD SIZE AS NOTED ON THE DRAWING AND
  - CAPABLE OF SUPPORTING GENERATOR. SEE GENERATOR SUBMITTALS FOR WEIGHT REQUIREMENTS.

# **GENERAL NOTES**

- ALL NEW CONDUCTORS TO BE COPPER UNLESS 1. OTHERWISE NOTED.
- 2. CONTRACTOR TO INSPECT ALL POINTS OF TEMRINATION AND THE NECESSARY MEASURES TO PREVENT GALVANIC CORROSION FROM DISSIMILAR METALS.

BIM 360://Snohomish Co Sheriff Bomarc/SnoCo\_Sheriff\_TI\_E\_2020.r

rolluda architects architecture planning interior design 105 S. Main St. Seattle, WA 98104 p. 206.624.4222 f. 206.624.4226 www.rolludaarchitects.com
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ECASNE Engineering 3545 FACTORIA BOULEVARD SE., SUITE 200 BELLEVUE, WA 98006 (425) 522-1000 WWW.CASNE.COM
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REVISION         DATE           OWNER REVIEW SET         2022.09.09           PERMIT SUBMITTAL         2022.09.23           BID DOCUMENTS         2022.11.07           ADDENDUM #2         2023.03.24           ADDENDUM #3         2023.04.20           COP 01 - EMERGENCY         2023.14.08
Design: M. NAMAZI Drawn: C. ALLISON Checked: E. KRISPIN Project No. 221-016
Issuance BID DOCUMENTS 11/07/2022
Drawing Title YARD POWER PLAN Drawing Number
E2.03

0' 4' 8'	16'	32'	64'
SCALE: 1	/16"=1'-0"		

8/14/2023 1:17:07 PM

COPYRIGHT © 2018 ROLLUDA ARCHITECTS INC

WVCI COR #: 010.0 Date : 10/23/23 REF DOC: Owner Req.

#### Snohomish County Snoco Bomarc Bldg. (Sheriff & Airport TI) Attn: Jeff Hencz/ Lance Meinhold

Description of COR / COP-	windows only. screwed directl	Proposal excludes all	new window covering patching. Existing sho ow frame. New install s. (SHERIFF)	ades are
1. Direct Labor Costs	Hours	Rate	Extension	]
Demo existing shades	4.0	\$104.76	\$419.04	J
		Direct Labor Costs		
			1. Labor Costs	\$419.04
2. Material Costs	Units	Unit Price	Extension	
			\$0.00	
			2. Material Costs	\$0.00
3. Equipment Costs	UNITS	UNIT PRICE	EXTENSION	
			\$0.00	
			3. Equipment Costs	\$0.00
			Subtotal 1, 2 & 3	\$419.04
4.Subcontractors				
Quality Custom Blinds			\$15,460.72	
			4. Subcontractors	\$15,460.72
			Subtotal 1, 2, 3 & 4	\$15,879.76
5. O&P @ 15%			5. O&P	\$2,381.96
			Subtotal 1, 2, 3, 4 & 5	\$18,261.72
6. Insurance @ .9%			6. Insurance	\$164.36
			TOTAL COST	\$18,426.08
		••••••••••••••••••••••••••••••••••••••	EQUESTED - CD's:	0
ARCHITECTS ACCEPTANCE SIGNATUF	Haw	mAnie_	Date	11/09/2023
OWNER ACCEPTANCE SIGNATUR∟			Date	

### Western Ventures SnoCo Sheriff This offer is valid through: 12/19/2023

**QUALITY CUSTOM BLINDS** 

PO BOX 3091 ARLINGTON, WA 98223-3001 Phone: (425) 422-5561 Fax: Email: qcbjessica@gmail.com



Sold To:

Sidemark: WesternVenturesSnoCo

ltem	Room Location	Description	Qty	MSRP	Each	Extended
1	SHERIFF WEST (7)	Hunter Douglas Designer Screen Roller Custom Clutch Bottom-Up OMN3 - Omni 3% 910 - Carbon	7	7,140.00	1,020.00	7,140.00
2	SHERIFF NORTH (4)	Hunter Douglas Designer Screen Roller Custom Clutch Bottom-Up OMN3 - Omni 3% 910 - Carbon	4	1,960.00	490.00	1,960.00
3	SHERIFF EAST (6)	Hunter Douglas Designer Screen Roller Custom Clutch Bottom-Up OMN3 - Omni 3% 910 - Carbon	6	6,120.00	1,020.00	6,120.00

MSRP Total	Discount Total	Product Total	Installation	Price Adjustment	SubTotal	Tax 10.5000%	Client Price
15,220.00	0.00	15,220.00	442.00	-1,670.40	13,991.60	1,469.12	15,460.72

Accepted By: Date:

### Western Ventures Construction Inc. COP General Contractor Breakdown Summary

WVCI COR #: 011.0 Date : 10/19/23 REF DOC: RFI-032.0

### Snohomish County

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Snoco Bomarc Bldg. (Sheriff & Airport TI) Attn: Jeff Hencz

Description of COR / COP-	Per RFI-032.0: R Exterior to mate	eplace existing SL- h the rest.	1 Light Fixture on West	t End of
1. Direct Labor Costs	Hours	Rate	Extension	1
	1	\$104.76	\$0.00	1
		Direct Labor Costs	\$0.00	-
			1. Labor Costs	\$0.00
2. Material Costs	Units	Unit Price	Extension	1
			\$0.00	4
			2. Material Costs	\$0.00
3. Equipment Costs	UNITS	UNIT PRICE	EXTENSION	
İ			\$0.00	
			3. Equipment Costs	\$0.00
			Subtotal 1, 2 & 3	\$0.00
4.Subcontractors	٦		oustotar 1, 2 & 3	\$0.00
PCEC	<u> </u>	T	\$1,661.00	
		I	4. Subcontractors	\$1,661.00
	_		Subtotal 1, 2, 3 & 4	\$1,661.00
5. O&P @ 15%			5. Ó&P	\$249.15
			Subtotal 1, 2, 3, 4 & 5	\$1,910.15
6. Insurance @ .9%			6. Insurance	\$17.19
			TOTAL COST	\$1,927.34
	$\sim 1$	0 11	EQUESTED - CD's:	0
ARCHITECTS ACCEPTANCE SIGNATU	Hann	manie	Date	11/09/2023
OWNER ACCEPTANCE SIGNATU			Date	

PACIFIC COAST <u>ELECTRICAL CONTRACTORS, INC.</u> 16620 North Road \* Bothell, Washington 98012-5908 TEL (425) 741-2700 \* FAX (425) 741-2600

October 13, 2023

Western Ventures Construction, Inc. P.O. Box 298 Mountlake Terrace, WA 98043

Attn.: Jason Marion

RE: Sheriff W. Precinct & Paine Field Sheriff W. Precinct & Paine Field COP# CCD# RFI# 32 PCEC RFI# 008 PCEC COR# 002.0

Dear Jason

Pacific Coast Electrical Contractors, Inc. is pleased to quote a lump sum additive change order price for the above referenced work as described on our attached worksheets in the amount of \$1.661.00

We will not proceed with this change to our work until directed by

Western Ventures Construction, Inc.

Light fixtures and equipment will not be released for production or canceled as appropriate until receipt of written notice to proceed with this work. Our schedule may be impacted due to this revision. We will advise shipping schedules after direction has been provided to us.

Our proposal is based upon completing all work during <u>normal</u> working hours. All general clarifications and exclusions on our bid day proposal apply to this proposal. Proposal is valid for 30 days unless required otherwise within the contract documents.

We will require an additional  $\underline{0}$  days added to our schedule after receipt of written approval and required material products for this change to our scope of work.

The pricing of this change order is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, and/or impact cost, which it is not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items of compensable cost overruns prior to final settlement of this contract.

I hope our pricing meets your expectations for the required change to our work. Please feel free to call should you have any questions regarding this change proposal.

Sincerely,

KAUMUUU

Joe Rodriguez Sr. Project Manager Enclosures: (4) worksheets

PCEC

### Pacific Coast <u>Electrical Contractors, Inc.</u> Sub Contractor Breakdown Summary

Project Name:	Sheriff W. Precinct & Pa	aine Field		COP	#
PCEC Job No.: 23037			P	CEC COR	
Work Sheriff - R	FI 032 Add (1) Type SL1.		6.	Date	Convolution Convolution
Description:				CCD	
				RFI	
1. CRAFT LABOR COSTS	(includes payroll taxes 8	burden)	F	PCEC RF	
a. craft labor costs from	breakdown	\$	97.45		Hrs. Normal Time
b. craft labor costs from		\$	130.92	0.00	
c. craft labor costs from		<u>\$</u>	164.38	0.00	
d. craft labor costs from		\$	109.03	0.00	Hrs. 2nd Shift Time
e. craft labor costs from		\$	118.47	0.00	Hrs. 3rd Shift Time
Supervision	DIRECT LABOR SUBTOTAL	\$	271.89		
d. direct supervision	0% (of direct labor)	•			
e. safety	0% (of labor)	<u>\$</u> \$			
f. travel (if applicable, ite	emize) parking	\$			
			RAFT LABOR COSTS		¢ 074.04
2. MATERIAL COSTS		1.0	INTERBOR COST	5	\$ 271.89
a. scheduled material	\$ 3.98	d. permits	\$	-	
b. quoted material	\$ 1,154.00	e. dumpster	\$	-	
c. freight	\$ -	f. coordination		-	
FOUNDATION CONTR		2. M	ATERIAL COSTS		\$ 1,157.98
B. EQUIPMENT COSTS					
a. owned equipment (spe	c approved source) \$		- \$	-	
b. rental equipment (per i	nvoices attached) \$		- <u>\$</u>	-	
. SMALL TOOLS		3. E0	QUIPMENT COSTS		\$
a. small tools	0% (of direct labor)				
	on (or direct labor)				
. OVERHEAD AND PROFIT	-	4. 51	MALL TOOLS		<u>\$</u>
а.	15% overhead & profit of 1				
b.	15% overhead & profit of 2, 3 &	84			
			/ERHEAD & PROFIT		\$ 214.48
. SUBCONTRACTORS		5.01			<u>\$</u> 214.48
a.		\$	-		
b.		\$	-		
С.		\$	-		
d.		\$			
			BCONTRACTORS		¢
<b>O &amp; P ON SUBCONTRACTORS</b>		0.00	BEONTIACTORS		\$
а.	0% overhead & profit of 6				
NEUDANOF (TOTAL		7.08	P ON SUBS		\$
INSURANCE / TAXES a. volume driven liability in	01/00000				
b. Bonding		1 through 7)	\$	16.44	
c. State B&O Tax		1 through 7)	\$	-	
d. City B&O Tax		1 through 7) 1 through 7)	\$	-	
a terri contenti 🖷 - na star PC-2011 Contenti di	0 (01		\$ URANCE	· •	e
O & P ON INSURANCE / TAXES		0. 1110	UNANUE		\$ 16.44
a. 0% portion of 8		9. 0&	P ON INS / TAX	1.	\$ -
				2	
		TOTAL	COST 1 THRU 8		\$ 1,661.00

#### Job Name: Sheriff West Precinct Airport and Paine Field Job Number: 1681 Extension Name: Change Orders

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É.c.

#### [Items and ByProducts]

Material Filter: <None> Report: COR 2/1

Label Set: Combined, Combined, Combined, Combi	ned, Combined		\$3.98		2.79
14,157 WALL PACK SURF MEDIUM LD	1.00	\$0.00 Q	\$0.00	1,70 E	1.70
18,890 GRD PIGTAIL #12 x 10-1/2"	4.00	\$99.56 C	\$3.98	0.06 E	0.24
47,272 1 HOUR LABOR (DEMOLITION)	0.85	\$0.00 X	\$0.00	1.00 E	0.85
			\$3.98		2.79

Courtesy of McCormick Systems Inc.



	Quotation (I	Revision) - Qu	otation		
TO: PACIFIC COAST 16620 NORTH R BOTHELL, WA 9		Project: SHERIF Date: RFI-32 PO #: Change #: 1 Freight in Exempt Material Change:	F OFFICE	1	,154.00
hange Type	Quantity Description	Unit or Lot#	Unit Price	Ext Price	e Change Am
SL1	1 WDM/D/48L-85/[CRI/C FINISH] Prev Qty Change Qty 0 1 ** New Item **	CT]/4F/UNV/[STD. <u>New Qty</u> 1	1,154.000/EA	1,154.00	1,154.00

Quotations are Net without written consent of North Coast Electric Company. Quotations are valid for the day of quote unless modified by authorized representative of Seller below. The price offered in this bid reflects Seller being awarded an order for the complete bid package. Purchaser's failure to award a complete order may result in the Seller withdrawing this bid or adjusting the price and other terms. North Coast Electric Company reserves the right to consolidate shipments to best comply with Manufacturer's prepaid terms. Any requirement to "Split Ship" may result in additional freight charges at Purchaser's expense.

FOB: FOB SHIP POINT

Freight: No Freight allowed unless noted otherwise

Deliveries may include Fuel Surcharge

Some Items may include sales tax. Some product may require a full, or partial payment upon order entry or release.

THIS QUOTE IS CONDITIONED ON BUYER'S ACCEPTANCE OF NORTH COAST ELECTRIC COMPANY'S STANDARD TERMS AND CONDITIONS APPLYING TO ALL SALES SET OUT IN FORM NC055 AVAILABLE AT

HTTPS://WWW.NORTHCOASTELECTRIC.COM/TERMSANDCONDITIONS OR UPON REQUEST.

From: 110 NORTH COAST ELECTRIC MAIN PHONE 206-436-4444 2450 8th AVE S SEATTLE, WA 98134-2005 Printed By: Kristine Meusling

Authorizing Name: Kristine Meusling QUOTING SL1 ADDER

File Number: 79376

These items are not ordered! To complete this order, sign below and provide a PO # for the order.

Signature:

10/3/2023 9:29:38 AM



A Sonepar Company

Project: PAINE FIELD/SHERIFF office HFR PO

# **Quotation (Revision) - Quotation**

Change Type	Quantity Description			
Londinge Type	Quantity Description	Unit or Lot#	Unit Price	Ext Price Change Amt

Total 1154.00 From: 110 NORTH COAST ELECTRIC Authorizing Name: Kristine Meusling MAIN PHONE 206-436-4444 File Number: 79376 2450 8th AVE S SEATTLE, WA 98134-2005 **QUOTING SL1 ADDER** Printed By: Kristine Meusling These items are not ordered! To complete this order, sign below and provide a PO # for the order.

10/3/2023 9:29:38 AM

Signature:



Western Ventures Construction Inc PO Box 298 24306 58th PI W Mountlake Terrace, Washington 98043 P: +14256405050

# RFI #032.0: 032.0 - Additional SL1 Fixture on West Side (Sheriff)

	Closed on 09/18/23		
То	Richard Murakami (Rolluda Architects)	From	Jason Marion (Western Ventures Construction In PO Box 298 Mountlake Terrace, Washington 98043
Date Initiated	Sep 14, 2023	Due Date	Sep 21, 2023
Location	Sheriff	Project Stage	Course of Construction
Cost Impact	Yes (Unknown)	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number	E3.03	Reference	
Linked Drawings	<u>E3.03</u>	Notorenice	
Received From	Joe Rodriguez (Pacific Coast Electrical Contrac Inc)	ctors,	
Copies To	Matthew Budinger (Rolluda Architects) Joseph	Rumatau (Dallada Alan	
	(Western Ventures Construction Inc)	Burnatay (Rolluda Architec	ts), Jeff Hencz (Snohomish County), Ray Shoemake
Activity	(Western Ventures Construction Inc)	Burnatay (Rolluda Architec	ts), Jeff Hencz (Snohomish County), Ray Shoemake
-	Question from Jason Marion Western Ventu	ures Construction Inc on 7	hursday, Sep 14, 2023 at 08:07 AM PDT
Activity Question	Question from Jason Marion Western Ventu After field verification there is (1) extra SL1 fixt the drawings. Does this fixture need to be repla Attachments	ures Construction Inc on 7 ure on the west side of the t aced as well? Please advise Architects on Monday, Sep	Thursday, Sep 14, 2023 at 08:07 AM PDT puilding (approximately center) that is not show on  18, 2023 at 09:48 AM PDT

### Western Ventures Construction Inc. COP General Contractor Breakdown Summary

WVCI COR #: 013.0

Date : 10/19/23

REF DOC: RFI-028.0

### Snohomish County

Snoco Bomarc Bldg. (Sheriff & Airport TI) Attn: Jeff Hencz/ Lance Meinhold

Description of COR / COP-	Per RFI-028.0: P	rovide additional SL	-3 Fixture at Parking L	ot
1. Direct Labor Costs	Hours	Rate	Extension	1
		\$104.76	\$0.00	
		Direct Labor Costs		1
			1. Labor Costs	\$0.00
2. Material Costs	Units	Unit Price	Extension	
			\$0.00	J
			2. Material Costs	\$0.00
3. Equipment Costs	UNITS	UNIT PRICE	EXTENSION	
			\$0.00	
			3. Equipment Costs	\$0.00
			Subtotal 1, 2 & 3	44.44
4.Subcontractors			Subiotal 1, 2 & 3	\$0.00
PCEC			¢4 507 00	
	l		\$4,597.00	\$4,597.00
			Subtotal 1, 2, 3 & 4	\$4,597.00
5. O&P @ 15%			5. O&P	\$689.55
			Subtotal 1, 2, 3, 4 & 5	\$5,286.55
6. Insurance @ .9%			6. Insurance	\$47.58
			TOTAL COST	\$5,334.13
	$ \frown  \land$	0	JESTED - CD's:	0
ARCHITECTS ACCEPTANCE SIGNA	Hann	mani	Date	11/09/2023
OWNER ACCEPTANCE SIGNA	1		Date	

PACIFIC COAST <u>ELECTRICAL CONTRACTORS, INC.</u> 16620 North Road \* Bothell, Washington 98012-5908 TEL (425) 741-2700 \* FAX (425) 741-2600

October 13, 2023

Western Ventures Construction, Inc. P.O. Box 298 Mountlake Terrace, WA 98043

Attn .: Jason Marion

RE: Sheriff W. Precinct & Paine Field Sheriff W. Precinct & Paine Field COP# CCD# RFI# 28 PCEC RFI# 004 PCEC COR# 003.0

Dear Jason

Pacific Coast Electrical Contractors, Inc. is pleased to quote a lump sum additive change order price for the above referenced work as described on our attached worksheets in the amount of \$4,597.00

We will not proceed with this change to our work until directed by

Western Ventures Construction, Inc.

Light fixtures and equipment will not be released for production or canceled as appropriate until receipt of written notice to proceed with this work. Our schedule may be impacted due to this revision. We will advise shipping schedules after direction has been provided to us.

Our proposal is based upon completing all work during <u>normal</u> working hours. All general clarifications and exclusions on our bid day proposal apply to this proposal. Proposal is valid for 30 days unless required otherwise within the contract documents.

We will require an additional  $\underline{0}$  days added to our schedule after receipt of written approval and required material products for this change to our scope of work.

The pricing of this change order is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead, acceleration, and/or impact cost, which it is not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items of compensable cost overruns prior to final settlement of this contract.

I hope our pricing meets your expectations for the required change to our work. Please feel free to call should you have any questions regarding this change proposal.

Sincerely,

X KODAW []

Joe Rodriguez Sr. Project Manager Enclosures: (4) worksheets

PCEC

### Pacific Coast <u>Electrical Contractors, Inc.</u> Sub Contractor Breakdown Summary

Project Name:	Sheriff W. Precinct & I	Paine Field		COF	#	
PCEC Job No.: 23037				PCEC COR	# 003	3.0
Work Sheriff - RI	FI 028 Add Type SL3 at sid	ewalk.		Date		
Description:				CCD		
1. CRAFT LABOR COSTS				RF		3
	(includes payroll taxes	& burden)	53 SS 761 SS	PCEC RFI	# 00	4
<ul> <li>a. craft labor costs from</li> <li>b. craft labor costs from</li> </ul>	breakdown		<u>\$ 97.45</u> <u>\$ 130.92</u>		Hrs. Norma	
c. craft labor costs from			<u>\$ 130.92</u>	0.00	Hrs. OT 1-1	
d. craft labor costs from I			<u>\$ 164.38</u>	0.00		
e. craft labor costs from I			<u>\$ 109.03</u>	0.00		
	DIRECT LABOR SUBTOTAL	1	<u>\$ 118.47</u> \$ 1.184.06	0.00	Hrs. 3rd Sh	ift Time
Supervision			\$ 1,184.06			
d. direct supervision	0% (of direct labor)		\$ -			
e. safety	0% (of labor)		<del>\$</del> -			
f. travel (if applicable, ite	mize) parking		<u> </u>			
	on and the second se		1. CRAFT LABOR CO	CTC.	•	101.00
2. MATERIAL COSTS			1. ORAPI EABOR CO	313	<u>\$</u> 1	,184.06
a. scheduled material	\$ 0.88	d permits		\$-		
b. quoted material	\$ 2,608.00	e. dumpste	er	\$ -		
c. freight	<u>s</u> -	f. coordina	tion drawings	\$ -		
			2. MATERIAL COSTS		\$ 2	,608.88
B. EQUIPMENT COSTS					-	
a. owned equipment (spe		Fork Lift		\$ 165.00		
<ul> <li>b. rental equipment (per in</li> </ul>	nvoices attached)	\$	-	\$ -		
			3. EQUIPMENT COST	S	\$	165.00
I. SMALL TOOLS a. small tools						
a. smail tools	0% (of direct labor)					
. OVERHEAD AND PROFIT			4. SMALL TOOLS		\$	-
a.	15%					
ь.	15% overhead & profit of 1					
5.	15% overhead & profit of 2, 3					
SUBCONTRACTORS		1	5. OVERHEAD & PROP	T	\$	593.69
a.						
ь. b.			<u>\$</u>			
с.			<u>\$</u>			
			\$ -			
d.			<u>\$</u> -			
		6	SUBCONTRACTORS	5	\$	-
O & P ON SUBCONTRACTORS a.						
<b>u</b> .	0% overhead & profit of 6					
INSURANCE / TAXES		7	O & P ON SUBS		\$	-
a. volume driven liability ins	surance 1.00% (of	f 1 through 7)	¢	45 50		
b. Bonding		of 1 through 7)	\$			
c. State B&O Tax	0 (0	of 1 through 7)	\$			
d. City B&O Tax	0 (0	of 1 through 7)	S			
			INSURANCE		\$	45.52
O & P ON INSURANCE / TAXES					-	10.02
a. 0% portion of 8		9.	O& P ON INS / TAX		\$	-
		т	<b>DTAL COST 1 THRU 8</b>		\$ 4.5	97.00

#### Job Name: Sheriff West Precinct Airport and Paine Field Job Number: 1681 Extension Name: Change Orders

#### [Items and ByProducts]

Material Filter: <None> Report: COR 2/1

abel Set: Combined, Combined, Combined, Combined	, Combined		\$0.88	1.2.211 Preside 6.05.2512 (1998) Average (209	12.15
7,205 IDEAL 341 TAN TWISTER WIRE NUT	3.00	\$294.67 M	\$0.88	0.05 E	0.15
14,991 LED POST TOP FIXTURE	1.00	\$0.00 Q	\$0.00	4.00 E	4.00
47,274 1 HOUR LABOR (R&R EX LIGHT POLE)	8.00	\$0.00 X	\$0.00	1.00 E	8.00



Page: 1 of 2

Quotation (Revision) - Quotation				
TO: PACIFIC COAST ELECTRICAL CO-BOTHELL 16620 NORTH ROAD BOTHELL, WA 98012-5908	Project: SHERIFF OFFICE Date: RFI-28 SL-3 ADDER PO #: Change #: 2 Freight in Exempt : No Material Change: 2,608.00			
ange Type Quantity Description	Unit or Lot# Unit Price Ext Price Change An			
OPTIONS NEEDS TO BE SELECTED BEFORE REL				
SL3 RFI-28 1 ALT3/168L-350/[CRI/CCT [STD.FINISH] Prev Oty Change Oty 0 1 ** New Item **	TJ/2/UNV/[MTG] 2,608.000/EA 2,608.00 2,608.00 <u>New Oty</u> 1			
<ul> <li>quote unless modified by autionized representative of being awarded an order for the complete bid package, in the Seller withdrawing this bid or adjusting the price the right to consolidate shipments to best comply with Ship" may result in additional freight charges at Purcha FOB: FOB SHIP POINT</li> <li>Freight: No Freight allowed unless noted otherwise Deliveries may include Fuel Surcharge</li> <li>Some Items may include sales tax. Some product may release.</li> <li>THIS QUOTE IS CONDITIONED ON BUYER'S ACCE</li> </ul>	y require a full, or partial payment upon order entry or PTANCE OF NORTH COAST ELECTRIC COMPANY'S TO ALL SALES SET OUT IN FORM NC055 AVAILABLE			
MAIN PHONE 206-436-4444     C       2450 8th AVE S     SEATTLE, WA 98134-2005       Printed By: Kristine Meusling     T	Authorizing Name: Kristine Meusling File Number:79376 QUOTING RFI-28 SL3-ADDER These items are not ordered! To complete this order, sign below and provide a PO # for the order.			

Signature:\_

10/3/2023 1:53:19 PM



1

Project: PAINE FIELD/SHERIFF office HFR PO

# **Quotation (Revision) - Quotation**

Change Type	Quantity Description			
	Quantity Description	Unit or Lot#	Unit Price	Ext Price Change Amt
				3

		Total	2608.00
From: 110 NORTH COAST ELECTRIC	Authorizing Name: Kris	tine Meusling	
MAIN PHONE 206-436-4444 2450 8th AVE S	File Number: 79376		,
SEATTLE, WA 98134-2005 Printed By: Kristine Meusling	QUOTING RFI-28 SL3	ADDER	
	These items are not ord provide a PO # for the o	dered! To complete this ord	ler, sign below and
10/3/2023 1:53:19 PM	Signature:		)



Western Ventures Construction Inc PO Box 298 24306 58th PI W Mountlake Terrace, Washington 98043 P: +14256405050

## RFI #028.0: 028.0 - Sidewalk Light Fixtures (Sheriff)

Status	Closed on 09/19/23			
То	Richard Murakami (Rolluda Architects)	From	Jason Marion (Western Ventures Construction Inc PO Box 298 Mountlake Terrace, Washington 98043	
Date Initiated	Sep 13, 2023	Due Date	Sep 27, 2023	
Location	Sheriff	Project Stage		
Cost Impact	Yes (Unknown)	Schedule Impact	ТВD	
Spec Section		Cost Code		
Drawing Number	E3.03	Reference		
Linked Drawings	E3.03			
Received From	Joe Rodriguez (Pacific Coast Electrical Contract Inc)	tors,		
Copies To	Matthew Budinger (Rolluda Architects), Joseph Burnatay (Rolluda Architects), Jeff Hencz (Snohomish County), Ray Shoemak (Western Ventures Construction Inc)			
Activity				
Question	Question from Jason Marion Western Ventures Construction Inc on Wednesday, Sep 13, 2023 at 03:11 PM PDT One (1) of the sidewalk light poles is labeled as SL3 indicating to be replaced with new. The other is just flagged 48. Are we to replace just (1) with new or replace (2) fixtures? Please advise.			
	Awaiting an Official Response	10		
All Replies	Response from Richard Murakami Rolluda A			

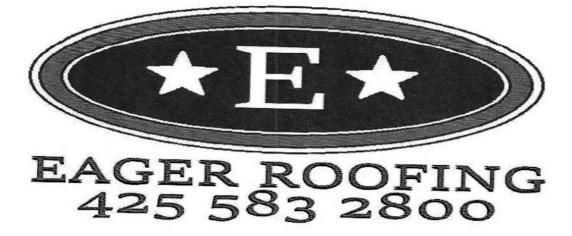
### Western Ventures Construction Inc. COP General Contractor Breakdown Summary

WVCI COR #: 016.0

Date : 10/19/23 Field REF DOC: Discussion

### Snohomish County Snoco Bomarc Bldg. (Sheriff & Airport TI) Attn: Jeff Hencz

Description of COR / COP-	damaged. Does not include insulation replacement if needed Recommendation would be to moisture scan area around roo punctures at a minimum to determine how much more replace be necessary			
1. Direct Labor Costs	Hours	Rate	Extension	1
		\$104.76	\$0.00	
		Direct Labor Costs		
			1. Labor Costs	\$0.00
2. Material Costs	Units	Unit Price	Extension	
			\$0.00	
			2. Material Costs	\$0.00
3. Equipment Costs	UNITS	UNIT PRICE	EXTENSION	
			\$0.00	
			3. Equipment Costs	\$0.00
			Subtotal 1, 2 & 3	\$0.00
4.Subcontractors				
Eager Roofing			\$6,808.20	
			4. Subcontractors	\$6,808.20
			Subtotal 1, 2, 3 & 4	\$6,808.20
5. O&P @ 15%			5. O&P	\$1,021.23
			Subtotal 1, 2, 3, 4 & 5	\$7,829.43
3. Insurance @ .9%			6. Insurance	\$70.46
ARCHITECTS ACCEPTANCE SIGNAT	Ram	Nemi _	TOTAL COST EQUESTED - CD's: Date	<b>\$7,899.89</b> <b>0</b> 11/09/2023
OWNER ACCEPTANCE SIGNA		_		
OWNER ACCEPTANCE SIGNAT			Date	



Proposal

Date: 10/14/2023 Project: Sno Co Sheriffs <u>#PW-23-007SB</u> Number 032723 Client: Snohomish Co. Address: 9829 24<sup>th</sup> Pl West Everett, WA

We hereby propose to furnish labor and materials – complete in accordance with the specifications below:

### PART 1 - DESCRIPTION OF WORK

Contractor will furnish all, labor, materials, equipment, apparatus, tools, transportation and services necessary for, and incidental to, the proper installation and completion of the project named above.

We hereby propose the following repairs to damaged roofing at the above mentioned project.

Patch roof with GAF EverGuard TPO roofing to cover the repaired areas. Seal edges to complete tie-in. 2-year labor warranty on all areas repaired.

Total cost for materials and labor: Minimal Patching 7 areas at \$972.60 per Total: \$ 6,808.20 If removal of damaged insulation is necessary, this will be billed as \$32.00 per square foot amount.

We would recommend moisture scanning the areas to develop a more accurate square footage amount of damaged insulation.