



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 846-2007

2007 SUPPLY AND DELIVERY OF SOLID STATE STARTERS – CONTRACT NO. 39

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2007 SUPPLY AND DELIVERY OF SOLID STATE STARTERS – CONTRACT NO. 39

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 30, 2007.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

B4.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B6. BID SUBMISSION

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- B7. BID**
- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures shall be original.

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST. Also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9. QUALIFICATION

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City a list of suspended or debarred individuals and companies is available on the Information

Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

- B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B9.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B9.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

- B10.1 Bids will not be opened publicly.
- B10.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>
- B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>
- B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B11. IRREVOCABLE BID

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

- B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B12.1.1 Notwithstanding GC.7.05(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

- B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B13. EVALUATION OF BIDS

- B13.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B5.
- B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B13.5 This Contract will be awarded as a whole.

B14. AWARD OF CONTRACT

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;

- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B14.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the supply and delivery of three (3) Benshaw Solid State Starters.
- D2.1.1 Soft starters are to be suitable for use with 50 hp wastewater pump motors.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Award Authority**" means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures;
 - (b) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (c) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- D3.2 Notwithstanding GC.1.01, when used in this Bid Opportunity:

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
Doug Berg, C.E.T.
Design and Construction Technologist
110 – 1199 Pacific Avenue, R3E 3S8
Telephone No.: (204) 9864452
Facsimile No.: (204) 9865345

D5. NOTICES

- D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

- D5.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D5.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:
- The City of Winnipeg
Chief Administrative Officer Secretariat
Attn: Chief Administrative Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D5.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
- The City of Winnipeg
Corporate Services Department
Legal Services Division
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D7. MATERIAL SAFETY DATA SHEETS

- D7.1 The Contractor shall provide the Contract Administrator one (1) copy of the Material Safety Data Sheets (MSDS) for each product to be supplied under this Contract at least two (2) business days prior to the commencement of the work but in no event later than seven (7) Calendar days from notification of the award of contract.
- D7.2 Throughout the term of the Contract, the Contractor shall supply the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

SCHEDULE OF WORK

D8. COMMENCEMENT

D8.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D8.2 The Contractor shall not commence any work until:

- (a) The Contract Administrator has confirmed receipt and approval of:
 - (i) Evidence of authority to carry on business specified in D6.1,
 - (ii) The Material Safety Data Sheets specified in D7.

- (b) The Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. CRITICAL STAGES

D9.1 Delivery of starters shall be within four (4) calendar weeks from the date of the receipt for notice of award as indicated in D8.1.

D10. LIQUIDATED DAMAGES

D10.1 If the Contractor fails to achieve the delivery date specified in D9.1, the Contractor shall pay the City five hundred dollars (\$500.00) per Calendar day for each and every Calendar day following this date during which such failure continues.

D10.2 The amount specified for liquidated damages in D10.1 are based on a genuine pre-estimate of the City's losses in the event the Contractor does not achieve the critical stage date, by the date fixed herein for same.

D10.3 The City may reduce any payment to the Contractor by the amount of liquidated damages assessed.

D11. FORFEITURE OF CONTRACT

D11.1 Notwithstanding GC.8.02 (1) and GC.8.02 (3), the City shall have the full right and power to take the whole of the Work, or any part or parts thereof, out of the hands of the Contractor, without process or action at law, upon giving the Contractor written Notice.

MEASUREMENT AND PAYMENT

D12. PAYMENT

D12.1 Further to GC.9.03, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D13. PAYMENT SCHEDULE

D13.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D14. WARRANTY

D14.1 Further to GC.10.01, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be

deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

- D14.2 Notwithstanding GC.10.01 and D14.1, if any law of Manitoba or of the jurisdiction in which the work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacture's warranty shall apply.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E2. GOODS

E2.1 The Contractor shall supply three (3) identical, Benshaw Solid State Starters in accordance with the requirements hereinafter specified.

E3. DELIVERY

E3.1 Goods shall be delivered within the time identified in D9.1, f.o.b. destination, freight prepaid to:

Mr. Paul Krawchuk
Water Services Stores Compound Door 27 – 552 Plinguet Street
Ph (204) 986-5620

E3.2 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.

E3.3 The Contractor shall off-load goods as directed at the delivery location.

E3.4 The Contractor shall carefully prepare equipment for shipment as follows:

- (a) Clearly tag and identify each item.
- (b) Cover or plug openings in equipment.
- (c) Securely crate or strap equipment to pallets and cover to prevent movement and damage during transport.
- (d) Ensure corners or castings do not extend beyond crate or pallet.
- (e) Provide suitable lifting hooks for handling crates, pallets and any other heavy pieces.
- (f) All equipment shall be delivered complete with all other accessories required for the equipment to be put into immediate operation by the City.

E3.5 The Contract Administrator or a representative will inspect and record the condition of all equipment upon delivery and will reject equipment found to be damaged to the extent that it cannot be put into the use for which it was intended.

E3.6 The Contractor shall take possession of rejected equipment, make the necessary arrangements and pay the costs for prompt repair and return or replacement of the equipment so as not delay date to be put into operation by the City and to the Contract Administrator's satisfaction.

E3.7 The Contractor shall promptly repair superficially damaged equipment at his own expense and to the Contract Administrator's satisfaction so as not to delay date to be put into operation by the City.

E4. SHOP DRAWINGS

E4.1 The Contractor shall submit shop drawings for all equipment to be supplied to the Contract Administrator for review before equipment is produced for this Contract.

E4.2 The Contractor shall, at the time of submission, inform the Contract Administrator in writing of any deviation in the shop drawings from the requirements of the contract documents.

- E4.3 The Contractor shall submit five (5) prints, for each size of pump, on a sheet size appropriate for item and information being depicted or an electronic file in a format acceptable to the Contract Administrator within two (2) Business Days of request for such drawings.
- E4.4 Show following information in the lower right hand corner of each shop drawing
- (a) Drawing Title.
 - (b) City's project number.
 - (c) City's Purchase Order Number.
 - (d) Manufacturer's name and description or model number of the item.
 - (e) Serial number(s) of equipment.
 - (f) Date (to be revised per resubmission)
- E4.5 The Contract Administrator will review the shop drawings and will release them for construction within three (3) Business Days so as to cause no delays. The review is only for conformance with the design concept of the project and with the information given in the specifications. The Contract Administrator's review of a separate item shall not indicate approval of an assembly in which the item functions.
- E4.6 Make any corrections required by the Contract Administrator and resubmit the specified number of corrected copies of each shop drawing. Direct specific attention in writing or on resubmitted shop drawings for revisions other than the corrections requested by the Contract Administrator on previous submissions.
- E4.7 By approving and submitting shop drawings, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data, or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the specifications.

E5. OPERATING AND MAINTENANCE MANUALS

- E5.1 The Contractor shall provide the Contract Administrator with three (3) copies of the manufacturer's operating and maintenance manuals, containing technical literature of the equipment supplied and detailing correct operating procedures, recommended maintenance schedules and assembly/disassembly instructions.
- E5.2 The Contractor shall provide all of the operating and maintenance manuals at the time of delivery.

E6. SOLID STATE STARTERS

- E6.1 Approved Product
- E6.1.1 Solid state starters to be:
- (a) Manufacturer: Benshaw
 - (b) Model No.: RB@-3-S-60-600-H-04-NC-OP
- E6.1.2 Solid State Starters shall be complete with the following:
- (a) Integrated card mounted display LED 4 digit 7 segment Status and Diagnostics,
 - (b) Remote 120 VAC start / stop control provisions,
 - (c) Control terminals for an Across The Line Operation
 - (i) ATL Overload Protection (SPE-822-5A w/150:5 Current transformers)
 - (ii) 11A1 – Two Pole Relay
 - (iii) 2 N/O, 2 N/C Form C, Silver Cadmium Oxide Tips. 120 VAC, 10 A Res., 7A Ind., 2.5VA (Din rail mounted)

- (iv) 3A1 – Two Position Selector Switch (SS/ATL)
- (v) 10A3 – 150 VA Control Power Transformer (Fused Primary)
- (d) Nema 04 Outdoor Enclosure (Wall Mount, Polyester Powder Coated Beige Paint, 14 Gauge Fully Welded Construction)
- (e) Line Power Top Entry Terminals, Load Power Bottom Exit Pads
- (f) Dimensions 30”H x 25”W x 10”D