

CITY OF COLFAX STATE OF CALIFORNIA

REQUEST FOR PROPOSALS

BACKUP DIESEL POWERED GENERATOR REPLACEMENT

April 2021 (Revision 1)

Proposals Due: 2:00 PM, May 13, 2021

Non Mandatory Site Walk: 10:00 AM, April 27, 2021

City Wastewater Treatment Plant

South end of Grand View Way, Colfax, CA

City Project No. 574 CAL OED ID#061-14498

Contents

1	IN'	TRODUCTION & PROJECT SUMMARY	1
	1.1	Project Description	1
	1.2	Site information	1
2	SPE	ECIFICATIONS	2
	2.1	Engineer Generator Performance Specifications	2
	2.2	Design	2
	2.3	Generator Disposal	2
	2.4	Temporary Generator at Lift Station 5	2
3	GE	NERAL REQUIREMENTS	2
	3.1	Utility requirements	3
	3.2	Qualifications (experience), insurance and bonding	3
	3.3	Selection process, award process	3
	3.4	Prevailing Wages and Federal Labor Standards	3
	3.5	Worker's Compensation	4
	3.6	CEQA/NEPA Summary	4
	3.7	No Warranty by City	4
	3.8	Confidentiality of Design and Pricing Information Prior to Award	4
	3.9	Proposal Validity	5
	3.10	Ownership, Copyright	5
	3.11	City of Colfax Rights	5
	3.12	Project management and meetings	6
	3.13	Safety & Security	6
4	PRO	OPOSAL	7
	4.1	PROPOSAL SUBMITTAL:	7
	4.2	FEE SCHEDULE FORM	8
5	TE	NTATIVE SCHEDULE:	11
6	SEI	FCTION PROCESS:	11

FIGURES

1. Generator Locations and Site Walk Meeting Location

APPENDICES

- A. Engine Generator Performance Specification
- B. As-Built Drawing of the Generator Sites
- C. City of Colfax Standard Construction Agreement

1 INTRODUCTION & PROJECT SUMMARY

The objective of this Request for Proposal (RFP) is to identify and select the lowest cost and most qualified Contractor for the purchase and installation of a five stationary backup diesel powered generators.

Contractors shall be California licensed and qualified to supply and integrate backup diesel powered generators at five locations throughout the City of Colfax (City), including its waste water treatment plant and four sewer lift stations. The site locations are illustrated in Figure 1, attached. The sites have existing generators installed around 2010 and the new generators will replace the existing generators. In general, this will be an in-kind replacement except where technology, regulations or other conditions dictate. The successful contractor shall comply with the requirements, general conditions and specification stated in this request for proposal (RFP).

1.1 Project Description

The City of Colfax is located in Placer County serving a community of approximately 2000 residents. The location and City limit are provided in Figure 1. Figure 1 also shows the location of the generator sites.

The City has funding through a California Office of Emergency Services (CalOES) grant to purchase and install/replace generators at its wastewater treatment plant and five sewer lift stations.

The City of Colfax proposes to replace its existing five generators with newly manufactured units that meet the power demands from the facilities they will be serving and in compliance with federal air quality regulations for stationary emergency power generation. The minimum specifications for the generators are enumerated in the "Engine Generator Performance Specifications" included in Appendix A.

The work will further include removal of the existing generators to a site designated by the City but within or near the city limits. At the option of the City, the work may also include those bid items listed in the Fee Schedule.

1.2 Site information

It is expected that the new generators will utilize the same foundations and conduits as the existing generators that they are replacing. It is the responsibility of the bidding contractor to assess the sites to determine if modifications are needed. All modification shall be designed and construction of the Contractor and the price of such work included in the various bid items in their proposal.

A non-mandatory pre-proposal site walk is scheduled for April 13, 2021 April 27, 2021. The site walk will start at the City's wastewater treatment plant as indicated in Figure 1. Bidders may make one follow-up visit with 48 hours advanced notification and scheduled with City staff. A request to visit the site shall be made to **Jim Fletter, Project Manager, at** ifletter@woodrodgers.com.

2 SPECIFICATIONS

2.1 Engineer Generator Performance Specifications

All proposed generators shall be the minimum requirements in the "ENGINE GENERATOR PERFORMANCE SPECIFICATION" attached to this RFP as Appendix A.

2.2 Design

Any modifications to the sites require to install functioning generators shall be designed by qualified and California licensed engineers for the discipline that the modification involve.

2.3 Generator Disposal

Disposal of any generator shall be performed in a safe and legal manner to protect the City and the environment.

2.4 Temporary Generator at Lift Station 5

During the time period where the generator at Lift Station 5 is non-operational, the Contractor will provide a temporary generator to operate the lift station to ensure continuous operation of the pump station in the case of a utility outage. The generator fuel supply shall be sized to operate one pump for a minimum period of 24 hours. During temporary generator operation, the Contractor will ensure the tank is refilled as needed to maintain continuous operation. The City will reimburse the Contractor for all fuel costs from fueling receipts.

3 GENERAL REQUIREMENTS

The generators shall be warrantied for minimum of 5 years.

All work shall be in accordance with latest National Electric Code, State and Local Codes.

The Contractor shall submit complete Electrical, Civil and Structural drawings for any necessary modifications to the facilities. All plans shall be stamped and signed by California licensed engineers in the field in which a particular design element applies. This may include but may not be limited to electrical engineering, civil engineering and structural engineering.

The Contractor shall submit shop drawings for the equipment and components for review and comment as well as manuals and record drawings for all work provided under this contract for City use.

The Contract shall reuse or replace all conductor between the existing transfer switches, control cabinets and the generator as needed. It is the responsibility of the Contractor to determine whether conductor can be safely reused prior to bidding and the cost for replacing conductors shall be included in the bid.

Contract to obtain a City of Colfax Business License prior to beginning any work.

Design services, as needed, shall be performed by qualified Engineers and other professionals selected and employed or subcontracted by the Contractor. The professional obligations of such persons shall be undertaken and performed in the interest of the

Contractor. Construction services shall be performed by qualified construction contractors and suppliers, selected and paid by the Contractor and acting in the interest of the Contractor. Nothing contained herein shall create any contractual relationship between the City and subcontractors, Architects, Engineers and/or suppliers of the Prime Contractor.

The Contractor shall provide all labor, supervision, materials, tools, equipment, transportation; pads and structures (as needed), ground system, underground electrical work, hoisting, rigging, project management, insurance, etc. for all work described herein specified and or required to complete the project to the satisfaction of the City.

The Contractor shall submit a Schedule of Values after project award but prior to notice to proceed. The Schedule of Values shall include payment schedule based upon actual milestones, not calendar dates. Final payment shall not be issued prior to full Permission To Operate (PTO) issued by any authorizing agencies such as PG&E, if applicable. Conditional PTO will not be considered an acceptable milestone.

3.1 Utility requirements

Ensure the design meets local utility interconnection requirements, if applicable. The application process has been started with PG&E by the Contractor on behalf of the City. This responsibility includes, but may not be limited to, submitting the design to the utility company and securing approval per the utility company's interconnection requirements.

The Contractor shall copy and keep the City informed at all times on all communication with the utility. The City maintains the right to take the interconnection application back under its control at any time.

3.2 Qualifications (experience), insurance and bonding

All Bidders shall be Contractors in the state of California with both a General and C-10 Electrical licenses. All Bidders shall provide evidence of ten years of experience in the industry providing similar sized systems. All Bidders shall provide at least three projects with references and contact information.

Contractor shall provide and maintain insurance and endorsement as identified in the City contract provided in Appendix D.

Contractor shall bond for the entire work based upon the final cost of the work including. Performance or labor bonds are NOT required.

3.3 Selection process, award process

The project will be awarded based upon price and proposal. The Project will be awarded to the selected Contractor based on a best value evaluation pursuant to California Public Contract Code Section 22614 and in compliance with State regulations.

The City reserves the right to reject all proposals for any reason.

3.4 Prevailing Wages and Federal Labor Standards

The successful proposer who is awarded this project will be required to comply with all applicable provisions of the State labor codes, including all prevailing wage requirements of State of California Department of Industrial Relations. Contractor is required to pay the prevailing wage rate as determined by the Labor Statistics and Research Division of the

California State Department of Industrial Relations. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

In accordance with Labor Code Section 1770 et seq., the Project is a "public work". The successful Contractor and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. This Project is subject to compliance monitoring and enforcement by the DIR. The Awarded Contractor shall maintain all records in accordance with Federal and State requirements and shall cooperate with the City's labor compliance monitoring consultant to the fullest extent possible.

3.5 Worker's Compensation

Section 1861 of the California Labor Code requires each contractor that is awarded a public works contract to sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

3.6 CEQA/NEPA Summary

The City will be responsible for the California Environmental Quality Act (CEQA) process, study, and determination. Contractor shall coordinate with City staff to ensure consistency between project plans and the CEQA project description, and also to ensure any project design features or mitigation measures (if needed) are feasible and incorporated into the design plans. At this time, the City anticipates the project have some mitigation measure but will make the final determination at the time design plans are prepared.

3.7 No Warranty by City

Proposers are solely responsible to satisfy themselves as to the suitability of any estimates, projections, budgets, design concepts, technical criteria, reports, surveys, test data and other information provided to, or reviewed by, them relating to the Project, Site or Existing Improvements and nothing stated therein, in the RFP Documents or in any other information provided by the City shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the City with respect to the completeness, accuracy or sufficiency thereof.

3.8 Confidentiality of Design and Pricing Information Prior to Award

It is understood that all responses sent to the City are sent as confidential documents. City shall make reasonable efforts, consistent with applicable laws, to refrain from disclosing to competing proposers prior to Award, the content of any information on design, prices or pricing that is contained in another proposer's Proposal. No part of the responses will be made public or shown to any persons outside of the City and its Review Committee until

after a decision has been made by City staff on who to recommend for award to the City Council and a contract has been executed by the proposer, at which time all documents will be public record, per applicable law.

3.9 Proposal Validity

The offer represented by each proposer's Proposal will remain in full force and effect for ninety (90) days after the Proposal Due Date. If award has not been made within ninety (90) days after the Proposal Due Date, each proposer that has not previously agreed to an extension of such deadline shall have the right to withdraw its Proposal.

3.10 Ownership, Copyright

Drawings, renderings, models, building designs, design approaches, design details, construction techniques, procedures, means and methods and other technical design and construction information contained within a Proposal, or any other documents submitted by proposer to City, shall be deemed the sole and exclusive property of the City, all copyrights thereto shall be deemed assigned to and held by the City, and the proposer shall retain no property, copyright or other proprietary rights with respect thereto; provided, however, that: (1) nothing herein shall be interpreted as prohibiting or limiting the right of any proposer that does not receive Award of the Agreement to copy, use or incorporate such technical design information contained within its own Proposal for its own use in the conduct of its business trade or profession; and (2) with respect to the proposer who receives Award of the Agreement, such proposer's rights and obligations with respect to copying, use or incorporation of such technical design information in any projects or work other than the Project shall be governed by the terms of the Agreement and General Conditions.

3.11 City of Colfax Rights

The City reserves the right to waive minor irregularities and omissions in the information contained in the Proposal submitted, and to make all final determinations. The City reserves the right to decide not to award an agreement as a result of the RFP or cancel the RFP process. The City shall not be obligated to respond to any Proposal submitted, nor be legally bound in any manner by the submission of the Proposal. The City reserves the right to negotiate Project deliverables and associated costs.

The City reserves the right to request Proposal revisions.

The issuance of an RFP constitutes only an invitation. The City reserves the right to determine, in its sole discretion, whether any aspect of the Proposal satisfactorily meets the criteria established in the RFP and the right to seek clarification from any proposer submitting Proposals. The City also reserves the right to reject any or all Proposals received as a result of this solicitation; to extent the Proposal due date for RFP's; to modify, amend, reissue or rewrite this RFP document; and to procure services by other means. In the event the RFP is withdrawn by the City prior to the receipt of RFP Proposals, or if the City does not proceed for any reason, the City shall have no liability to any proposer for any costs or expenses incurred, in connection with the preparation and submittal of a response to this RFP

3.12 Project management and meetings

Due to the nature of the project pre-scheduled construction meetings are not anticipated. However, the City reserves the right to require period meeting as it's discretion.

The awarded Contractor shall prepare a construction schedule. The schedule shall be revised monthly with a copy thereof to be submitted with each Project Application for Payment. In addition to the monthly update, the schedules shall also be revised at appropriate intervals as required by the conditions of the Work and Project with a copy submitted to the City

3.13 Safety & Security

The Contractor shall be responsible for securing the sites and related construction and equipment staged at each site. All equipment or materials not able to be staged near the site areas shall remain off-site and in a Contractor controlled facility that is not owned or controlled by the City.

4 PROPOSAL

4.1 PROPOSAL SUBMITTAL:

Three (3) copies of the following information shall be submitted with the bid. The following format is required to allow easier comparison of proposals. Additional information, in the form of brochures, etc., may be submitted as appendices. Return of any material, if desired, must be arranged by the Contractor at their expense. If this is a joint proposal between multiple firms, items 2 and 3 shall include the required information for all firms involved in the proposal.

- 1. Date.
- 2. Legal name of contractor or subcontractor, address, telephone number, email address and the year firm was established.
- 3. Identify who would be the principal in charge of the project, and who would be the City's project contact.
- 4. Give a representative listing of projects completed in the past five years, with a special emphasis on work of this type for a public agency. If more than one firm is involved in this proposal, specify which firm was involved in the representative project.
- 5. Provide a list of references, with contact persons and phone numbers from agencies/private companies for whom your firm has provided similar services.
- 6. List any other information that might aid in ascertaining your firm's qualifications.
- 7. A copy of the City's standard Consultant Services Agreement is provided in Appendix C. Provide a summary of changes to the standard language, which will be requested by the firm if selected. <u>Do not fill out the forms.</u>

Fill in and attach the following Fee Schedule Form.

Mail or deliver the above information and the Fee Schedule to

Sealed proposals from interested contractors must be submitted

by 2:00 PM on May 13 2021 to and with the following information:

City of Colfax

ATTN: CITY CLERK

33 S Main Street

Colfax, CA 95713

GENERATOR REPLACEMENT - DO NOT OPEN

4.2 FEE SCHEDULE FORM

A. BASIS OF BID

The undersigned declares that he/she has examined the location of the proposed work, that he/she has examined these contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all work in strict accordance with the said contract documents, for the following unit price:

ITEM	DESCRIPTION	UNIT	QTY	AMOUNT
1	Supply Generators	LS	1	
2	Remove Existing Generators	LS	1	
3	Install, Test, Startup and Warrantee Generators	LS	1	
Α.	Total Cost (Basis of Bid)			

This basis of bid shall be used to compare cost between all proposals. The work for these items shall include, but may not be limited to, all submittals, equipment, labor, parts, installation, wiring, testing, commissioning, bonding, and warrantees to provide the City with backup diesel powered generators in conformance with specifications and that are fully operational for the facilities they will serve. Bid Item 2, removal of existing generators, shall include cost to relocate the existing generators to City designated site within five miles of the city limits. Removal shall also include transfer of all fuel to temporary storage tanks and then utilizing that fuel for the new generator. All generators removed and stored shall be drained of all fluids and safely conditioned for long term storage in the outdoor environment for which they will be subjected.

Work shall further include any necessary traffic control to safely execute the work and a temporary generator at Lift Station 5.

The cost to fuel the temporary generator shall not be included in these bid items. The City will reimburse the Contractor based on provided fueling receipts.

B. OPTIONAL ADDITIVE BID ITEMS

The Contractor shall provide cost for the following bid items. The City reserves the right to accept or reject in whole or in parts each additive bid item at its discretion with no penalty to the City.

ITEM	DESCRIPTION	UNIT	QTY	AMOUNT
4	Contract to Own and Repurpose Existing Generators	LS	1	
5	Trailer Mount the Existing Lift Station 5 Generator	LS	1	
6	Supply New Trailer Mounted Generator	LS	1	
7	Install Portable Generator Transfer Switch and Plug at Lift Stations 1, 2 & 3	LS	1	
8	Install Portable Generator Transfer Switch and Plug at Lift Station 5	LS	1	
9	Five Year Parts and Service Plan	LS	1	
10	Obtain Air Quality Permit for generators in Bid Schedule A (Basis of Bid)			
11	Obtain Air Quality Permit for portable generator in Bid Schedule B Item 7 or 8			

Bid Item 4 shall include credit to City for Contractor not having to remove the existing generators to a City designated site but and all cost or credit for the Contractor to ownership of the generators, haul them to a Contractor control site for disposal or repurposing. The generators shall be disposed or repurposed in a legal, environmental safe manner. An amount written with no indication as negative or parentheses shall be deemed a cost to the City. A number written with a negative sign in front or in parentheses shall be deemed as a credit to the City reducing the overall cost of the project if this line item is accepted by the City.

<u>Bid Item 5</u> shall include the cost to mount the City's existing generator at Lift Station 5 on a trailer with a sound enclosure and fuel supply. The cost shall include but may not be limited to modifying the generator as necessary to recertify the generator at the tier required for this application, necessary adjustments for the cost/credit due to removal of this generator from Bid Items 2 and 4, delivery, testing and commissioning of the generator at all four lift station sites.

<u>Bid Item 6</u> shall include the cost to purchase a new portable generator of the same size as the stationary generator purchased for Lift Station 5 in Bid Item 1. The cost shall include,

but may not be limited to, submittals, delivery, testing and commissioning of the generator at all four lift station sites.

Bid Item 7 & 8 shall include design and installation of a transfer switch and plug for a portable generator connection at each of four sewer lift stations. The Contractor shall work with the City representative to locate and design the transfer switch and plug to the latest NEC codes for the purpose of connecting a portable generator to operating each lift station if a stationary generator is not operating. Cost for this bid item shall include but may not be limited to design, plan submittal and revisions, labor, parts and equipment, tools, testing and commissioning to provide the City with a complete working system.

<u>Bid Item 9</u> shall include cost to provide scheduled maintenance of the five stationary generators for a period of five years as recommended by the manufacturer for this application.

<u>Bid Item 10 & 11</u> shall include cost to obtain the necessary air quality permits from the relevant County, State or Federal agency on behalf of the City. Contractor shall provide all labor to coordinate with the agency(s). Permit fee cost shall not be included in this bid item. The City will pay all the costs due to the relevant agency(s) for the permits.

IN WITNESS WHEREOF, the undersigned has caused this Bid to be properly executed, as of the date set forth below:

2021.

or the three set forth below.		
Dated this	day of	
Contractor Name:		
By:		
TITLE:		
Contractors Address:		
Telephone Number:		

5 TENTATIVE SCHEDULE:

While the successful Consultant will be required to prepare a project schedule, the following are tentative dates through contract execution

<u>Description of Task</u>	Dates
Requests for Proposals sent to Contractor and Publicly Advertised	4/6/2021
Non-mandatory site walk	4/13/2021 4/27/2021
Deadline to submit proposals	4/22/2021 5/13/2021
Final selection of Contractor	4/26/2021 5/17/2021
Council Award	5/12/2021 5/26/2021

6 SELECTION PROCESS:

The selection process will consist of the following:

- 1. City staff and City representatives will review and evaluate the submitted proposals and make a final selection based on compliance of the proposed equipment with the specifications, qualifications of prime contractor and subconsultants, and the bid form costs.
- 2. Selection of highest rated Contractors will be based upon order of preference and the cost proposals.
- 3. The City will interview the highest rated Contractor at its discretion.
- 4. After negotiation of a mutually satisfactory agreement, the final selection will be submitted to the City Council with a recommendation for award of a contract. A copy of a "Sample" contract is provided in Appendix C.





ENGINE GENERATOR PERFORMANCE SPECIFICATION

1. General

1.1. Description of System & Site

- 1.1.1.Provide a standby power system to supply electrical power at 480 Volts, 60 Hertz, 3 Phase (genset). The system will utilize generators rated kW. (80 / 80/ 130/ 175/ 300 minimum). The generator shall consist of a liquid cooled diesel engine, a synchronous AC alternator, and system controls with all necessary accessories for a complete operating system, including but not limited to the items as specified hereinafter.
- 1.1.2. The site is an NEC ordinary location with no specific harsh environment requirements. The genset shall be applied at the listed ambient and elevation. Bidders to submit the generators rated power output at 110 degree ambient (°F) and 2500 elevation (Ft). Colfax, CA. Bidders are to submit the genset's sound level in dBA at 23 ft based on the configuration specified.

1.2. Requirements of Regulatory Agencies

- 1.2.1.An electric generating system, consisting of a prime mover, generator, governor, coupling and all controls, must have been tested, as a complete unit, on a representative engineering prototype model of the equipment to be sold.
- 1.2.2. The generator set must conform to applicable NFPA requirements.
- 1.2.3. The generator set must include a listing for the UL2200 standard for stationary engine generator assembly.
- 1.2.4. The generator set must meet EPA federal emission guidelines for stationary emergency power generation.

1.3. Manufacturer Qualifications

- 1.3.1.This system shall be supplied by an original equipment manufacturer (OEM) who has been regularly engaged in the production of engine-alternator sets, automatic transfer switches, and associated controls for a minimum of 25 years, thereby identifying one source of supply and responsibility. Approved suppliers are Generac Industrial Power or an approved equal.
- 1.3.2. The manufacturer shall have printed literature and brochures describing the standard series specified, not a one of a kind fabrication.
- 1.3.3. Manufacturer's authorized service representative shall meet the following criteria:
 - 1.3.3.1. Certified, factory trained, industrial generator technicians
 - 1.3.3.2. Service support 24/7
 - 1.3.3.3. Service location within 200 miles
 - 1.3.3.4. Response time of 4 hours
 - 1.3.3.5. Service & repair parts in-stock at performance level of 95%

1.4. Submittals

- 1.4.1.Engine Generator specification sheet
- 1.4.2.Controls specification sheet(s)
- 1.4.3.Installation / Layout dimensional drawing
- 1.4.4. Wiring schematic
- 1.4.5. Sound data
- 1.4.6.Emission certification
- 1.4.7. Warranty statement Generator sizing calculations Engine

2.1. Engine Rating and Performance

- 2.1.1.The prime mover shall be a liquid cooled, diesel fueled, turbocharged after-cooled engine of 4-cycle design. It will have adequate horsepower to achieve rated kW output with at an operating speed of 1800 RPM. The engine shall support a 100% load step and design to start large motors across the line.
- 2.1.3. The generator system shall support generator start-up and load transfer within 10 seconds.

2.2. Engine Oil System

- 2.2.1. Full pressure lubrication shall be supplied by a positive displacement lube oil pump. The engine shall have a replaceable oil filter(s) with internal bypass and replaceable element(s).
- 2.2.2. The engine shall operate on mineral based oil. Synthetic oils shall not be required.
- 2.2.3. The oil shall be cooled by an oil cooler which is integrated into the engine system.

2.3. Engine Cooling System

- 2.3.1. The engine is to be cooled with a unit mounted radiator, fan, water pump, and closed coolant recovery system. The coolant system shall include a coolant fill box which will provide visual means to determine if the system has adequate coolant level. The radiator shall be designed for operation in 122 degrees F, (50 degrees C) ambient temperature.
- 2.3.2. The engine shall have (a) unit mounted, thermostatically controlled water jacket heater(s) to aid in quick starting. The wattage shall be as recommended by the manufacturer.

- 2.3.3.Engine coolant and oil drain extensions, equipped with pipe plugs and shut-off valves, must be provided to the outside of the mounting base for cleaner and more convenient engine servicing.
- 2.3.4.A radiator fan guard must be installed for personnel safety that meets UL and OSHA safety requirements.
- 2.3.5. Provide coolant heater.

2.4. Engine Starting System

- 2.4.1. Starting shall be by a solenoid shift, DC starting system.
- 2.4.2.The engine's cranking batteries shall be lead acid. The batteries shall be sized per the manufacturer's recommendations. The batteries supplied shall meet NFPA 110 cranking requirements of 90 seconds of total crank time. Battery specifications (type, amp-hour rating, cold cranking amps) to be provided in the submittal.
- 2.4.3. The genset shall have an engine driven, battery charging alternator with integrated voltage regulation.
- 2.4.4. The genset shall have an automatic dual rate, float equalize, 10 amp battery charger. The charger must be protected against a reverse polarity connection. The chargers charging current shall be monitored within the generator controller to support remote monitoring and diagnostics. The battery charger is to be factory installed on the generator set. Due to line voltage drop concerns, a battery charger mounted in the transfer switch will be unacceptable. **Engine Fuel System**
- 2.5.1.The engine fuel system shall be designed for operation on #2 diesel fuel and cold weather diesel blends.
- 2.5.2. The engine shall include a primary fuel filter, water separator, manual fuel priming pump, and engine flexible fuel lines must be installed at the point of manufacture. Element shall be replaceable paper type.
- 2.5.3.The engines suction line shall be fitted with a check valve to secure prime for the engines injection pump. Engine Controls
- 2.6.1.Engines that are equipped with an electronic engine control module (ECM), shall monitor and control engine functionality and seamlessly integrate with the genset controller through digital communications. ECM monitored parameters shall be integrated into the genset controllers NFPA 110 alarm and warning requirements. All ECM fault codes shall be displayed at the genset controller in standard language fault code numbers are not acceptable.
- 2.6.2. For engines without ECM functionality or for any additional genset controller monitoring, sensors are to be conditioned to a 4-20ma signal level to enhance noise immunity and all sensor connections shall be sealed to prevent corrosion.
- 2.6.3. Engine speed shall be controlled with an integrated isochronous governor function with no change in alternator frequency from no load to full load. Steady state regulation is to be 0.25%.

2.7. Engine Exhaust & Intake

- 2.7.1. The engine exhaust emissions shall meet the EPA emission requirements for standby power generation.
- 2.7.2.The manufacturer shall supply its recommended stainless steel, flexible connector to couple the engine exhaust manifold to the exhaust system. A rain cap will terminate the exhaust pipe after the silencer. All components must be properly sized to assure operation without excessive back pressure when installed.
- 2.7.3. The manufacturer shall supply a critical grade exhaust silencer as standard. For applications with site specific sound requirements (reference section 1.1), the silencer shall be selected to achieve site sound levels.
- 2.7.4. For gensets in a weather or sound attenuated enclosure, all exhaust piping from the turbo-charger discharge to the silencer shall be thermally wrapped to minimize heat dissipation inside the enclosure.
- 2.7.5. The engine intake air is to be filtered with engine mounted, replaceable, dry element filters.
- 2.7.6.Lift Station 5 generator is within a building. Modify the existing exhaust system as needed.

3. Alternator

- 3.1. The alternator shall be the voltage and phase configuration as specified in section 1.1.1.
- 3.2. The alternator shall be a 4-pole, revolving field, stationary armature, synchronous machine. The excitation system shall utilize a brushless exciter with a three phase full wave rectifier assembly protected against abnormal transient conditions by a surge protector. Photo-sensitive components will not be permitted in the rotating exciter. The alternator shall include a permanent magnet generator (PMG) for excitation support. The system shall supply a minimum short circuit support current of 300% of the rating for 10 seconds.
- 3.4. The alternator shall support a maximum voltage dip of 15%.
- 3.5. Three phase alternators shall be 12 lead, broad range capable of supporting voltage reconnection. Single phase alternators shall be four lead and dedicated voltage designs (600v) shall be six lead. All leads must be extended into a NEMA 1 connection box for easy termination. A fully rated, isolated neutral connection must be included by the generator set manufacturer. The alternator shall use a single, sealed bearing design. The rotor shall be connected to the engine flywheel using flexible drive disks. The stator shall be direct connected to the engine to ensure permanent alignment. The alternator shall meet temperature rise standards of UL2200 (120 degrees C). The insulation system material shall be class "H" capable of withstanding 150 degrees C temperature rise. The alternator shall be protected against overloads and short circuit conditions by advanced control panel protective functions. The control panel is to provide a time current algorithm that protects the

alternator against short circuits. To ensure precision protection and repeatable trip characteristics, these functions must be implemented electronically in the generator control panel -- thermal magnetic breaker implementation are not acceptable.

4. Controls

- 4.1. The generator control system shall be a fully integrated microprocessor based control system for standby emergency engine generators meeting all requirements of NFPA 110 level 1.
- 4.2. The generator control system shall be a fully integrated control system enabling remote diagnostics and easy building management integration of all generator functions. The generator controller shall provide integrated and digital control over all generator functions including: bi-fuel control, engine protection, alternator protection, speed governing, voltage regulation and all related generator operations. The generator controller must also provide seamless digital integration with the engine's electronic engine control module (ECM) if so equipped. Generator controller's that utilize separate voltage regulators and speed governors or do not provide seamless integration with the engine management system are considered less desirable.
- 4.3. Communications shall be supported with building automation via the Modbus protocol without network cards. Optional internet and intranet connectivity shall be available.
- 4.4. The control system shall provide an environmentally sealed design including encapsulated circuit boards and sealed automotive style plugs for all sensors and circuit board connections. The use of non-encapsulated boards, edge cards, and pc ribbon cable connections are considered unacceptable.
- 4.5. Circuit boards shall utilize surface mount technology to provide vibration durability. Circuit boards that utilize large capacitors or heat sinks must utilize encapsulation methods to securely support these components. Diagnostic capabilities should include time-stamped event and alarm logs, ability to capture operational parameters during events, simultaneous monitoring of all input or output parameters, callout capabilities, support for multi-channel digital strip chart functionality and data logging capabilities. In addition to standard NFPA 110 alarms, the application loads should also be protected through instantaneous and steady state protective settings on system voltage, frequency, and power levels.
- 4.8. The control system shall provide pre-wired customer use I/O: 4 relay outputs (user definable functions), communications support via RS232 and RS485.
- 4.9. Customer I/O shall be software configurable providing full access to all alarm, event, data logging, and shutdown functionality. In addition, custom ladder logic functionality inside the generator controller shall be supported to provide application support flexibility. The ladder logic function shall have access to all the controller inputs and customer assignable outputs.
- 4.10. The control panel will display all user pertinent unit parameters including: engine and alternator operating conditions; oil pressure and optional oil temperature; coolant temperature and level alarm; fuel level (where applicable); engine speed; DC battery voltage; run time hours; generator voltages, amps, frequency, kilowatts, and power factor; alarm status and current alarm(s) condition per NFPA 110 level 1.

5. Engine / Alternator Packaging

5.1. The engine/alternator shall be isolated from the generator frame with rubber isolators. The packaging shall not require the addition of external spring isolators. A mainline, thermal magnetic circuit breaker carrying the UL mark shall be factory installed. The breaker shall be rated between 100 to 125% of the rated ampacity of the genset. The line side connections are to be made at the factory. Output lugs shall be provided for load side connections. The generator shall include a unit mounted auxiliary power load center. All ancillary AC devices (block heater, battery charger, alternator strip heater, etc) shall have a dedicated breaker within the load center.

6. Enclosure

- 6.1. The genset shall be packaged with a sound attenuating enclosures for the Lifts Stations 1, 2 and 3. Lift Station 5 is within a sound attenuating building and does not require an enclosure. The wastewater treatment plant generator shall be Level 1.
- 6.2. The enclosure shall be made of steel with a minimum thickness of 16 gauge. The enclosure is to have hinged, removable doors to allow access to the engine, alternator and control panel. The hinges shall allow for door fit adjustment. Hinges and all exposed fasteners will be stainless steel or Sermagard coated. The use of pop-rivets weakens the paint system and not allowed on external painted surfaces. Each door will have lockable hardware with identical keys. One will unlock at five generator doors.
- 6.3. The enclosure shall be coated with electrostatic applied powder paint, baked and finished to manufacturer's specifications. The color will be manufacturer's standard. The enclosure shall utilize an upward discharging radiator hood. Due to concerns relative to radiator damage, circulating exhaust, and prevailing winds, equipment without a radiator discharge hood will not be acceptable.
- 6.5. The genset silencer shall be mounted on the discharge hood of the enclosure. Due to architectural concerns, silencers mounted on the top of the generator enclosure are not acceptable. Gensets with silencers mounted inside the main generator compartment are acceptable only if the silencer is thermally wrapped to minimize heat stress on the surrounding components.

7. Sub-base fuel tank

- 7.1. The packaging shall include a double wall, sub-base mounted, UL142 listed fuel tank. The tank shall be sized to provide 48 hours of run time based on the following demand.
 - 7.1.1. Wastewater Treatment Plant: 100%
 - 7.1.2.Lift Stations 1, 2, 3 & 5: 50%
- 7.2. The tank shall include fuel suction and return connections, normal and emergency vents, secondary containment emergency vent and rupture basin sensor, mechanical fuel level indication and a stub-up area convenient for electrical conduit entry.
- 7.3. The fuel tank shall use an electric fuel sensor to provide an analog indication of fuel level. The controller shall have a warning indication on low fuel level and provide optional shutdown functionality for low, low fuel level.
- 7.4. The fuel tank must be supplied by the engine-generator set manufacturer and be installed before shipment.
- 7.5. The fuel tank fill port for each genset shall be located for ease of access. Where the genset is within a building, the fill port shall be connected to the existing fill access hatch.

8. Loose Items

8.1. Supplier to itemize loose parts that require site mounting and installation. Preference will be shown for gensets that factory mount items like mufflers, battery chargers, etc.

9. Additional project requirements

9.1. Factory testing

- 9.1.1.Before shipment of the equipment, the engine-generator set shall be tested under rated load for performance and proper functioning of control and interfacing circuits. Tests shall include:
 - 9.1.1.1. Verify voltage & frequency stability.
 - 9.1.1.2. Verify transient voltage & frequency dip response.
 - 9.1.1.3. Load test the generator for 30 minutes

9.2. Manuals

9.2.1. Three (3) sets of owner's manuals specific to the product supplied must accompany delivery of the equipment. General operating instruction, preventive maintenance, wiring diagrams, schematics and parts exploded views specific to this model must be included.

9.3. Installation

9.3.1.Contractor shall install the complete electrical generating system including all external fuel connections in accordance with requirements of NEC, NFPA, and the manufacturer's recommendations as reviewed by the Engineer.

9.4. Service

9.4.1.Supplier of the genset and associated items shall have permanent service facilities in this trade area. These facilities shall comprise a permanent force of factory trained service personnel on 24-hour call, experienced in servicing this type of equipment, providing warranty and routine maintenance service to afford the owner maximum protection. Delegation of this service responsibility for any of the equipment listed herein will not be considered fulfillment of these specifications. Service contracts shall also be available.

9.5. Warranty

- 9.5.1.The standby electric generating system components, complete genset and instrumentation panel shall be warranted by the manufacturer against defective materials and factory workmanship for a period of Five (5) years. Such defective parts shall be repaired or replaced at the manufacturer's option, free of charge for parts, labor and travel.
- 9.5.2. The warranty period shall commence when the standby power system is first placed into service.

 Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable.

 Satisfactory warranty documents must be provided with the manuals
- 9.5.3. The manufacturer supplying the warranty for the complete system must have the necessary financial strength and technical expertise with all components supplied to provide adequate warranty support. Documentation supporting this requirement shall be furnished upon request by the purchasing agency.

9.6. Startup and Commissioning

- 9.6.1.The supplier of the electric generating plant and associated items covered herein shall provide factory trained technicians to validate the completed installation and to perform an initial startup inspection to include:
 - 9.6.1.1. Ensuring the engine starts (both hot and cold) within the specified time.
 - 9.6.1.2. Verification of engine parameters within specification.
 - 9.6.1.3. Verify no load frequency and voltage, adjusting if required.
 - 9.6.1.4. Test all automatic shutdowns of the engine-generator.
 - 9.6.1.5. Perform a load test of the electric plant, ensuring full load frequency and voltage are within specification by using building load.
 - 9.6.1.6. Using a load bank, load the generator at 30% for 30 minutes, 50 % for 30 minutes, and 100% for 60 minutes. (2 hours total).

9.7. Training

- 9.7.1. Training is to be supplied by the start-up technician for the end-user during commissioning. The training should cover basic generator operation and common generator issues that can be managed by the end-user. Training shall be done at the end of the startup within the same day.
- 9.7.2. Training is to include manual operation of system.

Site Performance Requirements Below

Site Name	Indoor / Outdoor	Enclosure Type	KW Rating	Voltage	Breaker Size	Sound Rating (Max dB)	Run Hours (Min)	Upsize Alt. KW
Water								
Treatment								
Plant	Outdoor	Level 2	300	480	500	75 dB	48 ¹	350
Lift Station # 1								
(High School)	Outdoor	Level 2	80	480	200	72 dB	48 ²	100
Lift Station # 2	Outdoor	Level 2	130	480	200	78 dB	48 ²	200
Lift Station # 3	Outdoor	Level 2	80	480	200	72 dB	48 ²	100
Lift Station # 5	Indoor	None	175	480	400	87 dB	48 ²	250

¹ Fuel tank volume shall be sufficiently sized for the specified runtime at 100% demand.

² Fuel tank volume shall be sufficiently sized for the specified runtime at 50% demand.



SEWER PIPELINE LIMITS OF CONSTRUCTION CONTROL POINT SCHEDULE							
TAG	EASTING	NORTHING					
01	6859514.68	2159550.48					
02	6859522.70	2159568.99					
03	6859578.19	2159668.95					
04	6859652.76	2159806.48					
05	6859713.72	2159909.43					
06	6859770.82	2160007.62					
07	6859824.23	2160098.38					
08	6859838.98	2160120.20					
09	6859986.50	2160307.07					
10	6860138.99	2160498.35					
11	6860323.89	2160709.47					
12	6860345.46	2160713.25					
13	6860366.40	2160712.40					
14	6860392.36	2160756.08					
15	6860364.80	2160770.11					
16	6860483.60	2160925.45					
17	6860648.30	2161131.80					
18	6860752.22	2161255.30					
19	6860772.80	2161255.39					
20	6860789.34	2161281.56					
21	6860730.61	2161319.12					

BASIS OF COORDINATES AND BEARINGS

6859479.36

2159565.79

THE BASIS OF COORDINATES IS THE PUBLISHED POSITION FOR NGS MONUMENT PID "DH6435" (DESIGNATION "SHADY GLEN"), HAVING A LATITUDE OF 39°07'04.66285" AND A LONGITUDE OF 120°56'57.74393" UTILIZING A COMBINED GROUND GRID FACTOR OF 0.998014813. THE BASIS OF BEARINGS IS THE BEARING BETWEEN NGS MONUMENT "DH6435" (DESIGNATION "SHADY GLEN") AND "KS0344", HAVING A BEARING OF SOUTH 18°50'59" WEST, BEING CALIFORNIA STATE PLANE COORDINATE SYSTEM (ZONE 2).

BASIS OF ELEVATION

THE BASIS OF ELEVATION FOR THIS SURVEY IS NGS MONUMENT "KS0348" (DESIGNATION "Y830"), HAVING A PUBLISHED ELEVATION OF 2399.17 NAVD88.

INDEX OF DRAWINGS

HT.	DWG. NO.	TITLE	SHT. NO.	DWG. NO.	TITLE
	G001	PROJECT TITLE, VICINITY MAP, LOCATION MAP	50	\$001	TYPICAL STRUCTURAL NOTES 1
	G002	SHEET INDEX, SURVEY CONTROL AND COORDINATE SCHEDULE	51	S002	TYPICAL STRUCTURAL NOTES 2
	G002	ABBREVIATIONS, SYMBOLS AND LEGENDS	31	3002	THICAE SIRSCIONAL NOTES I
					TANIA A STRUCTURAL BETAINS A
	G004	GENERAL NOTES	52	5003	TYPICAL STRUCTURAL DETAILS 1
			53	S004	TYPICAL STRUCTURAL DETAILS 2
	D500	LIFT STATION 5 DEMOLITION PLAN AND SECTION	54	\$005	TYPICAL STRUCTURAL DETAILS 3
	C001	TYPICAL CIVIL DETAILS	55	S500	LIFT STATION 5 EMERGENCY GENERATOR BUILDING FOUNDATION AND
	C002	TYPICAL CIVIL DETAILS			ROOF FRAMING PLAN
	C003	TYPICAL CIVIL DETAILS	56	S501	LIFT STATION 5 EMERGENCY GENERATOR BUILDING ELEVATIONS
	C004	TYPICAL CIVIL DETAILS	57	S502	LIFT STATION 5 EMERGENCY GENERATOR BUILDING SECTIONS
0	C005	TYPICAL CIVIL DETAILS	58	S503	LIFT STATION 5 EMERGENCY GENERATOR BUILDING SECTIONS AND DE
1	C006	PLACER COUNTY DETAILS			
2	C007	PLACER COUNTY DETAILS			
3	C008	PLACER COUNTY DETAILS			
				5004	FIFOTOLONI CYMPOLS & ADDDEVIATIONS
4	C009	PLACER COUNTY DETAILS	59	E001	ELECTRICAL SYMBOLS & ABBREVIATIONS
5	C010	CALTRANS TRAFFIC CONTROL PLAN			
6	C050	CIVIL DETAILS	60	E011	LIFT STATION 1 SINGLE-LINE DIAGRAM AND PANEL ELEVATION
7	C051	CIVIL DETAILS	61	E012	LIFT STATION 2 SINGLE-LINE DIAGRAM AND PANEL ELEVATION
			62	E013	LIFT STATION 3 SINGLE-LINE DIAGRAM AND PANEL ELEVATION
8	C100	LIFT STATION 1 SITE PLAN	63	E015	LIFT STATION 5 SINGLE-LINE DIAGRAM AND PANEL ELEVATION
9	C200	LIFT STATION 2 SITE PLAN			
0	C300	LIFT STATION 3 SITE PLAN	64	E020	REDUCED VOLTAGE SOLID STATE (RVSS) ELEMENTARY DIAGRAM
1	C400	LIFT STATION 4 SITE / DEMOLITION PLAN	65	E021	VARIABLE FREQUENCY DRIVE (VFD) ELEMENTARY DIAGRAM
2	C500	LIFT STATION 5 LAYOUT	66	E040	LIGHTING SCHEDULE
3	C501	LIFT STATION 5 SITE PLAN	67	E041	TYPICAL ELECTRICAL DETAILS 1
4	C600	LIFT STATION 6 SITE / DEMOLITION PLAN	68	E042	TYPICAL ELECTRICAL DETAILS 2
			69	E043	TYPICAL CONTROL PANEL CP ELEMENTARY DIAGRAM
5	C700	PLAN AND PROFILE KEY SHEET			
6	C701	GRAVITY SEWER PLAN AND PROFILE STA. 1+00 TO 10+00	70	E100	LIFT STATION 1 ELECTRICAL PLAN
7	C702		71	E200	LIFT STATION 2 ELECTRICAL PLAN
8	C702	SEWER FORCEMAIN PLAN AND PROFILE STA. 20+00 TO 27+55	72	E300	LIFT STATION 3 ELECTRICAL PLAN
•	C/U3	SEWER FORCEMAIN PLAN AND PROFILE STA. 20400 TO 27455			
			73	E500	LIFT STATION 5 ELECTRICAL PLAN
9	C800	SEWER REHABILITATION KEY SHEET	74	E501	LIFT STATION 5 BUILDING ELECTRICAL PLAN
0	C801	SEWER REHABILITATION			
1	C802	SEWER REHABILITATION	75	11	INSTRUMENTATION SYMBOLS & ABBREVIATIONS
2	C803	SEWER REHABILITATION	76	1100	LIFT STATION 1 P&ID
3	C804		77	1200	LIFT STATION 2 P&ID
4	C805		78	1300	LIFT STATION 3 P&ID
5	C806		79	1500	LIFT STATION 5 P&ID
6	C807		73	1000	and division of two
		SEWER REHABILITATION			
7	C808	·			
8	C809				
9	C810	SEWER REHABILITATION	•		
)	C900	I-80 SEWER LINE CROSSING			
	M001	TYPICAL MECHANICAL DETAILS			
2	M002	TYPICAL MECHANICAL DETAILS			
3		LIFT STATIONS 1 & 2 SCHEMATIC & CONTROL ELEVATION TABLES			
4	M300	LIFT STATION 3 MECHANICAL PLAN AND SECTION			
5	M500				
6	M501				
7	EP01	ENVIRONMENTAL PROTECTION GENERAL NOTES			
•	ED02	ENVERONMENTAL PROTECTION OFTAILS			

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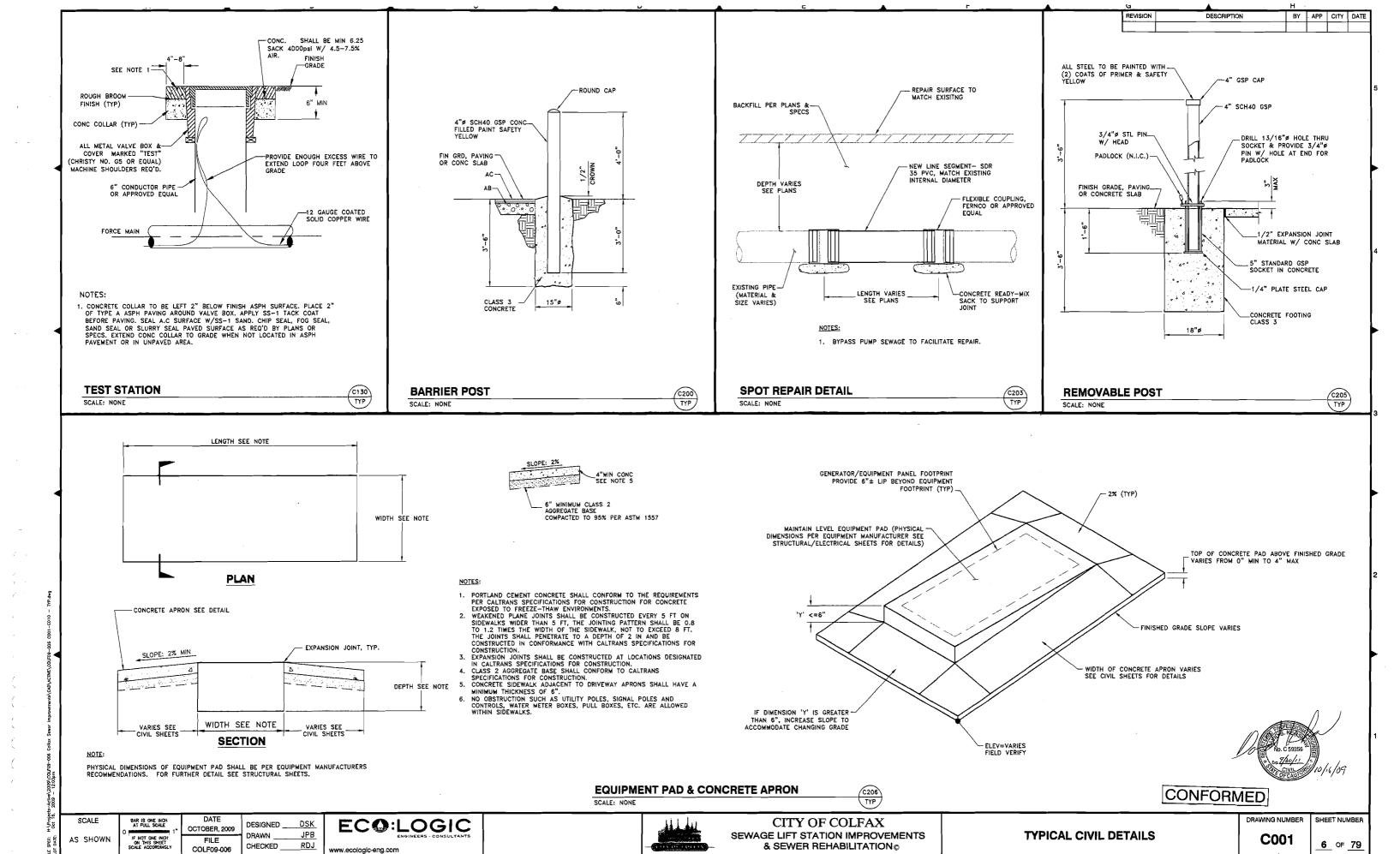
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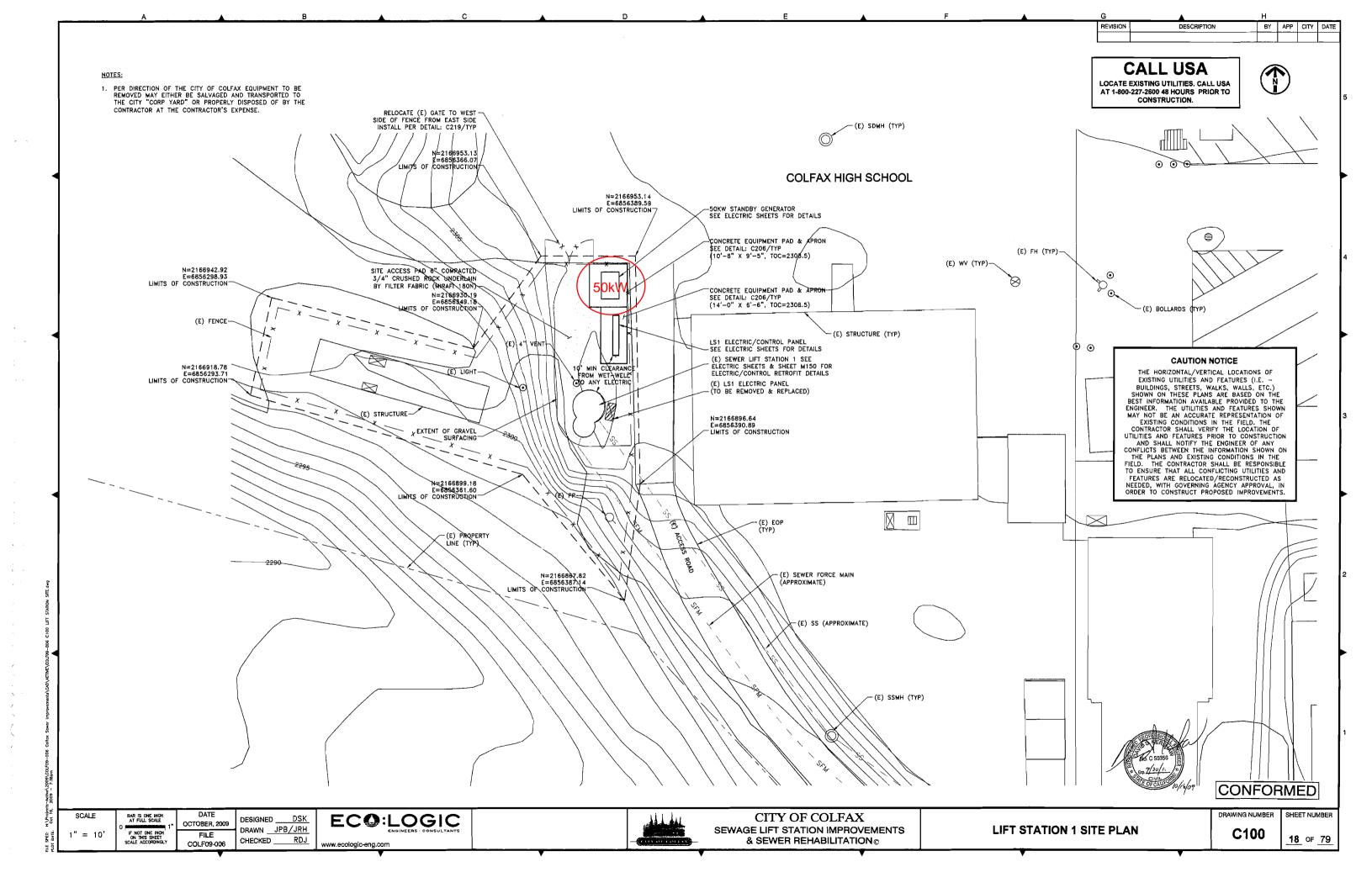
SHEET INDEX, SURVEY CONTROL AND COORDINATE SCHEDULES

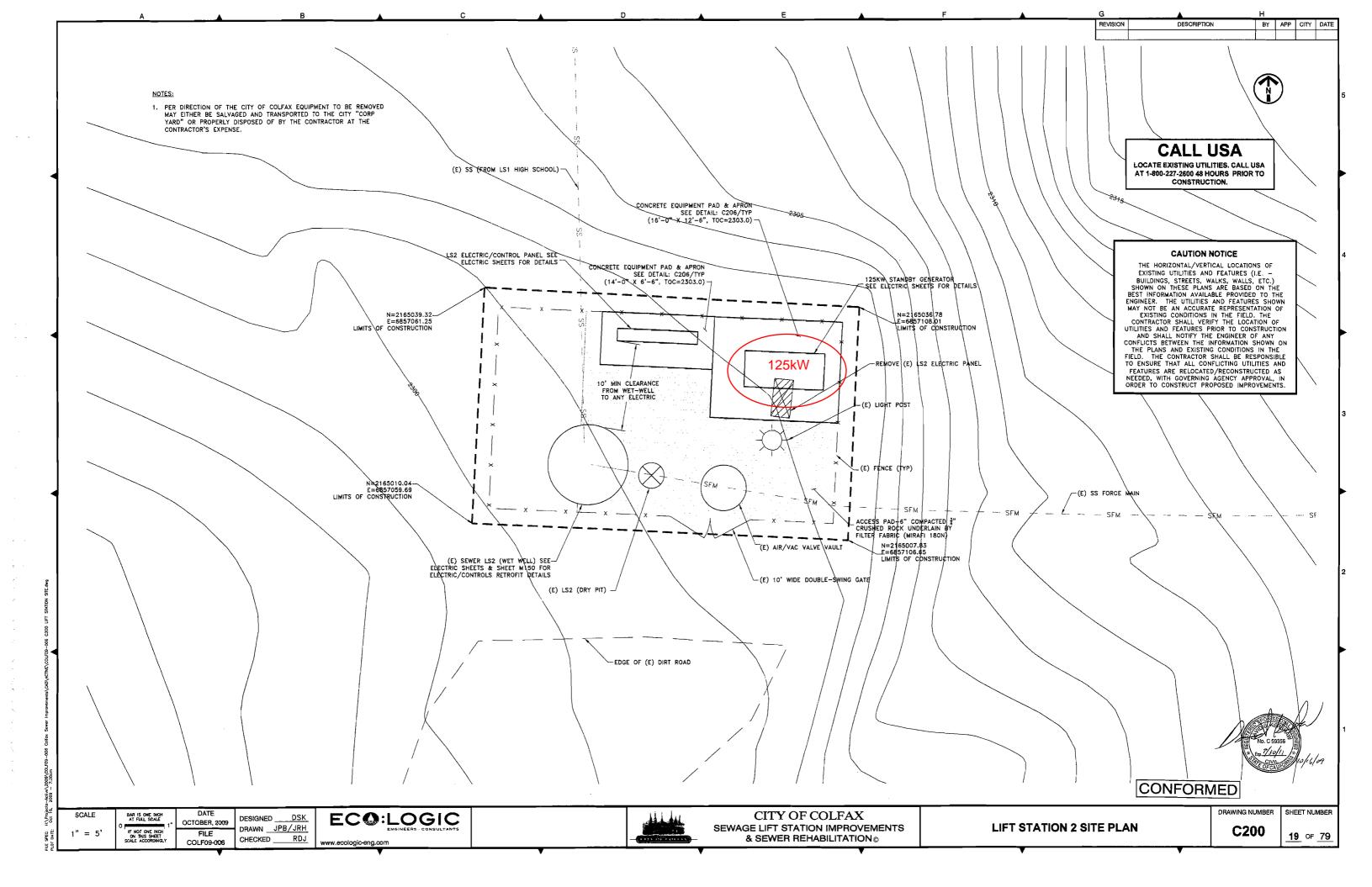
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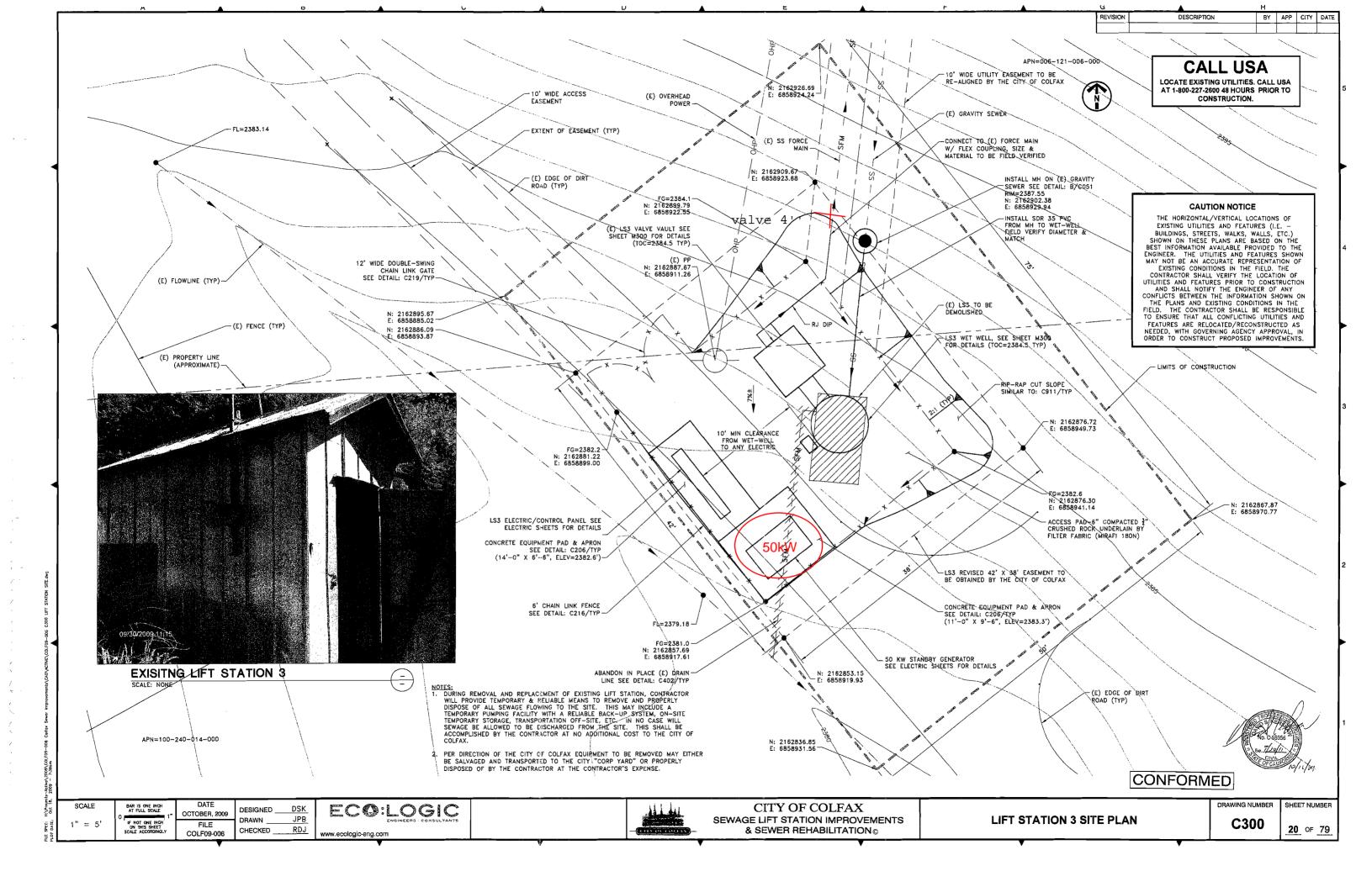
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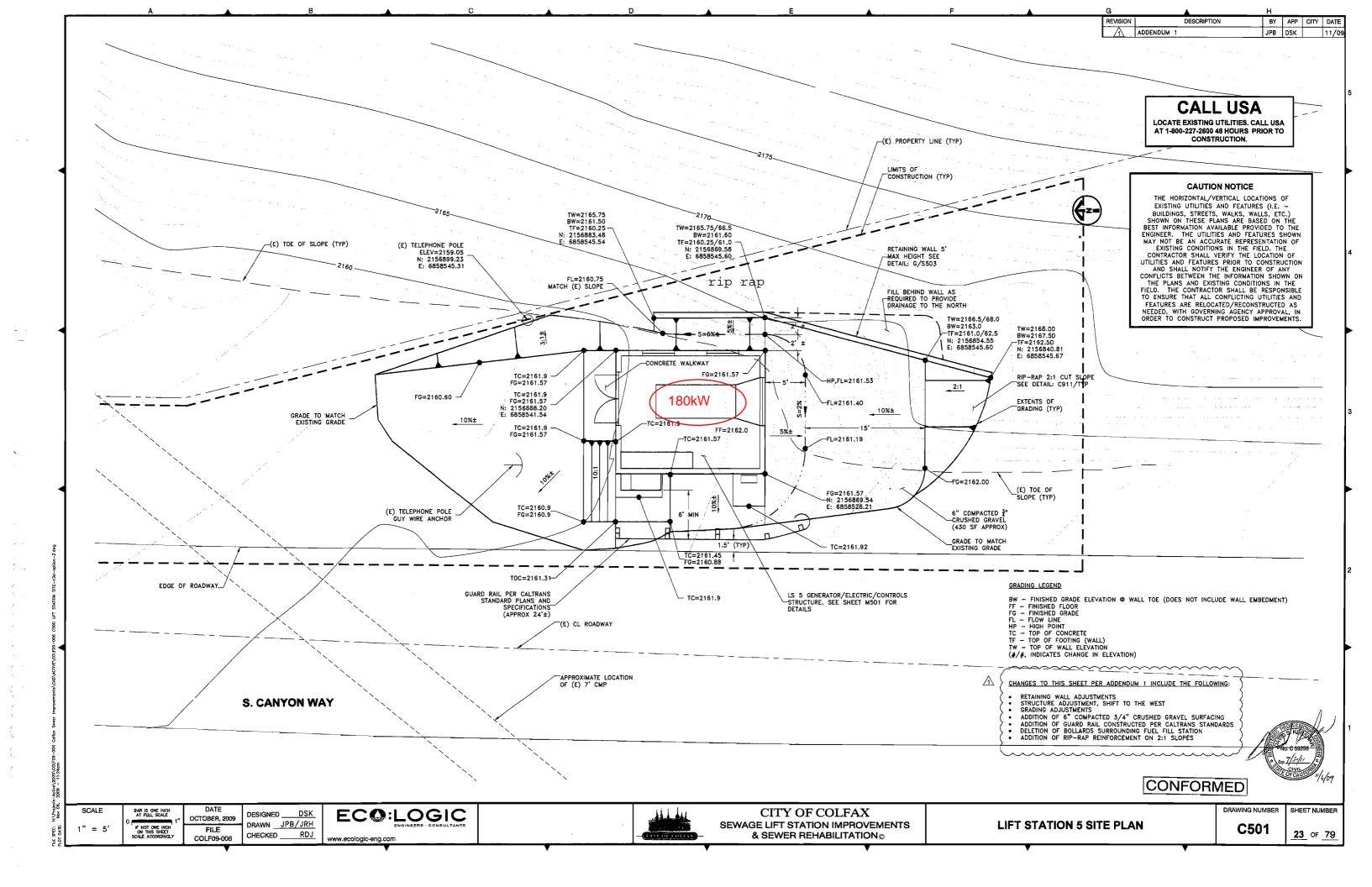
EP02 ENVIRONMENTAL PROTECTION DETAILS EP03 ENVIRONMENTAL PROTECTION DETAILS





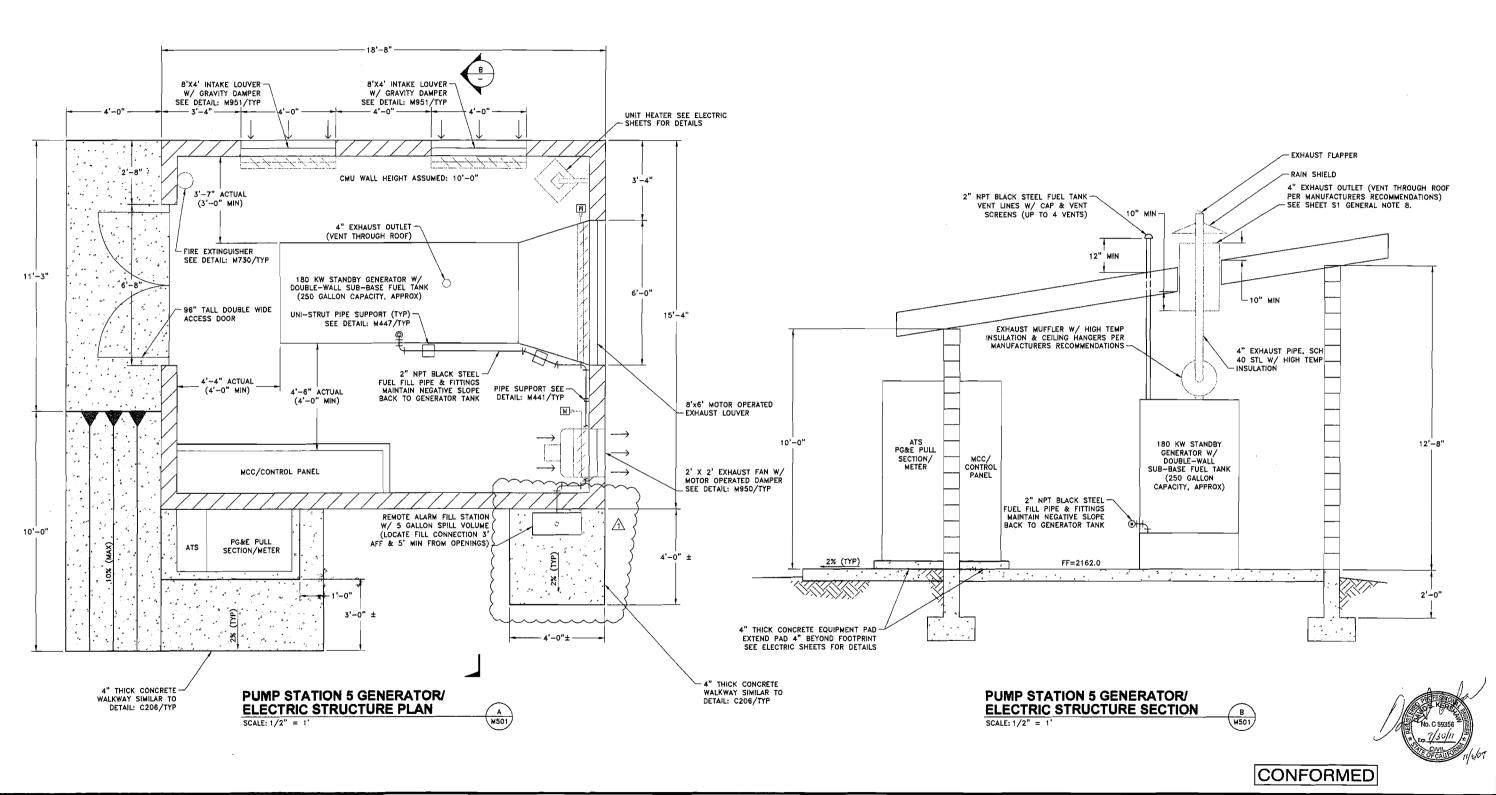






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DELETION OF BOLLARDS SURROUNDING FUEL FILL STATION



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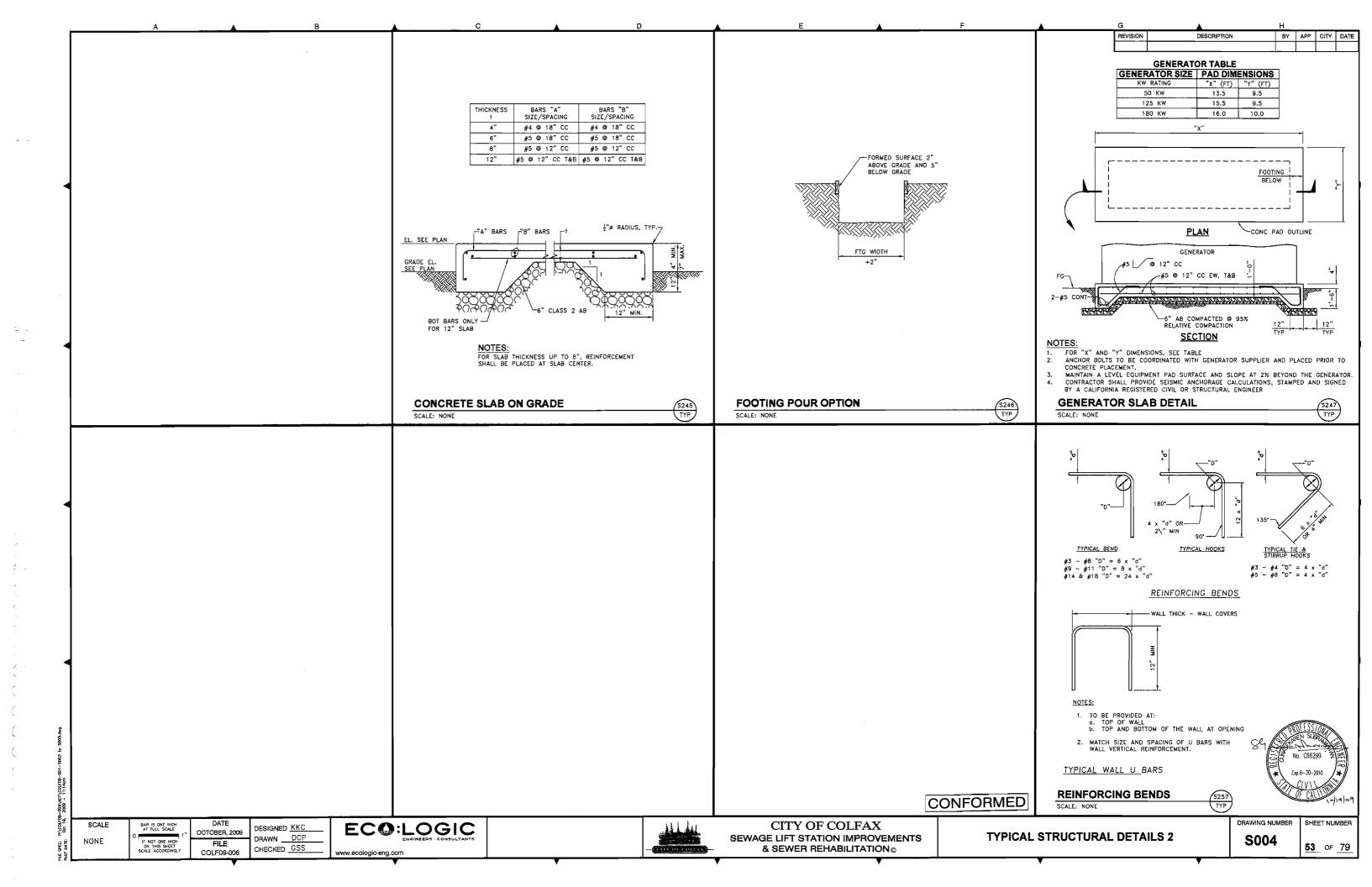


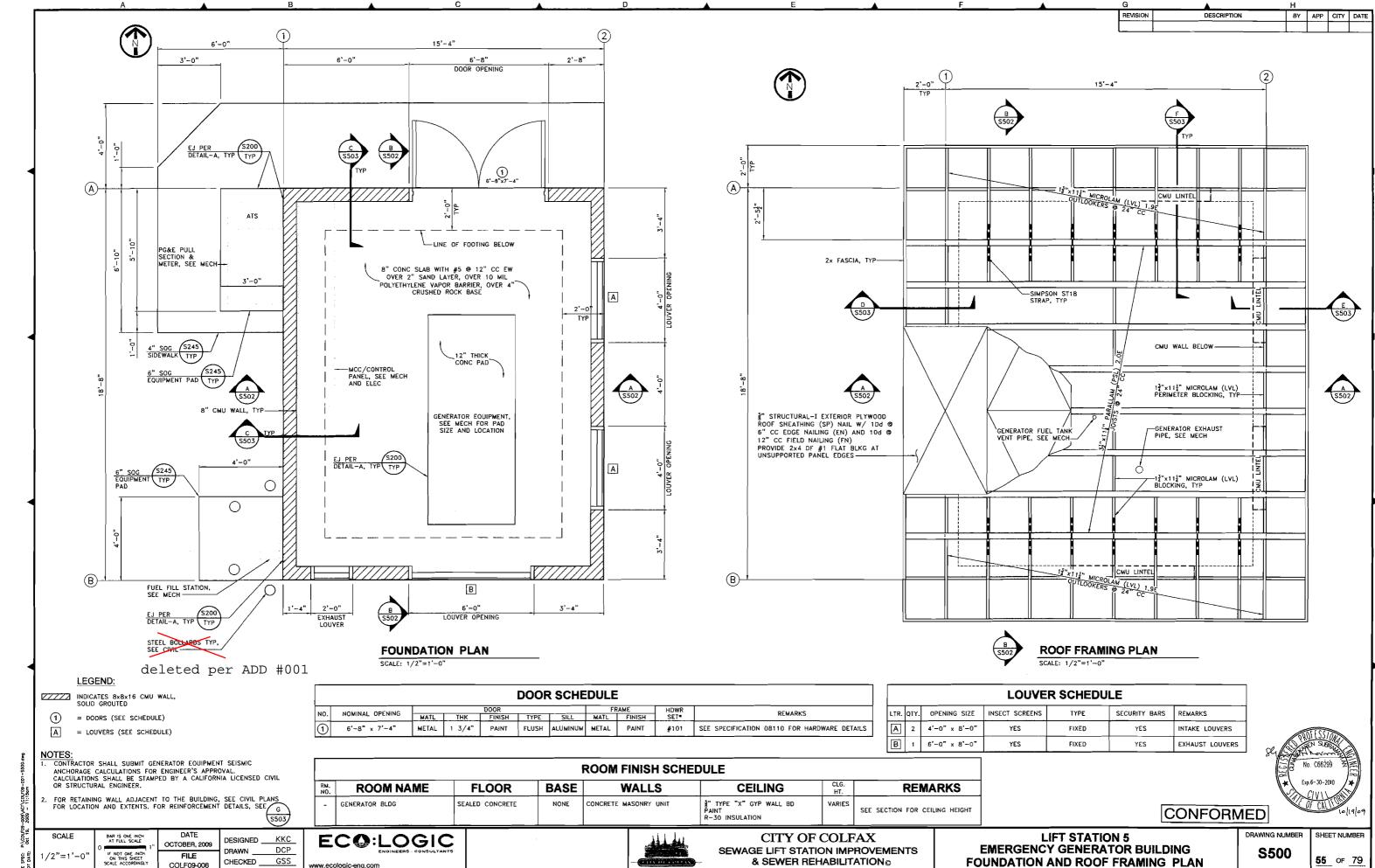
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LIFT STATION 5 GENERATOR BUILDING MECHANICAL PLAN AND SECTION

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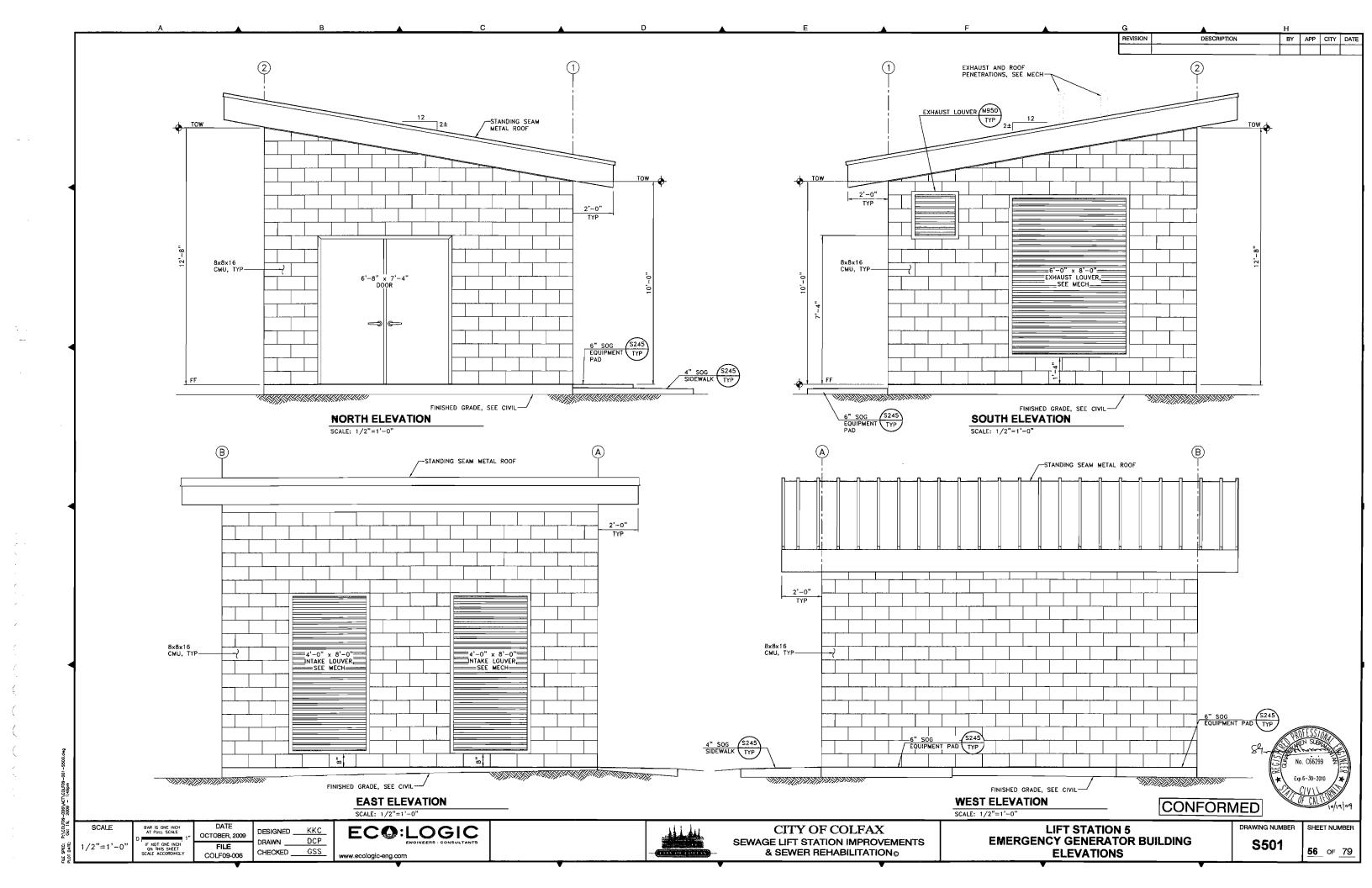
46 OF 79



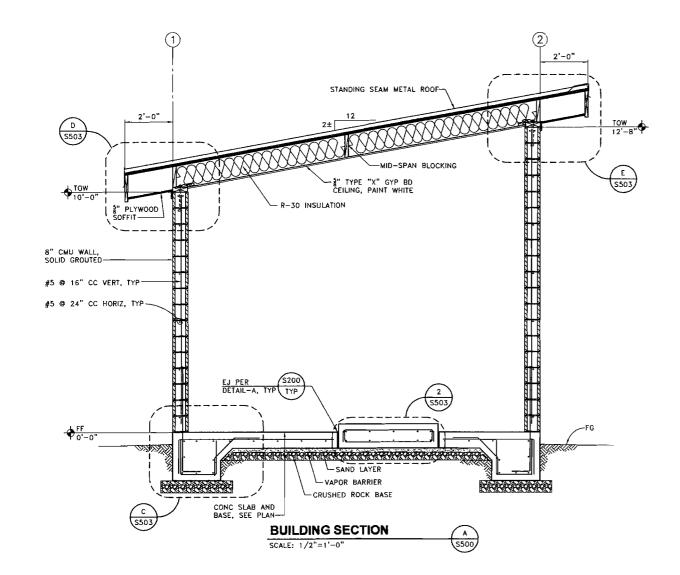


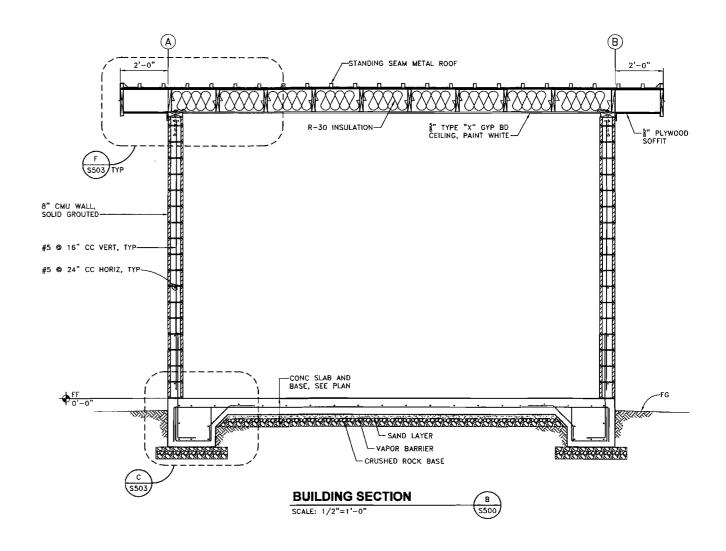
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S500 55 OF **79**



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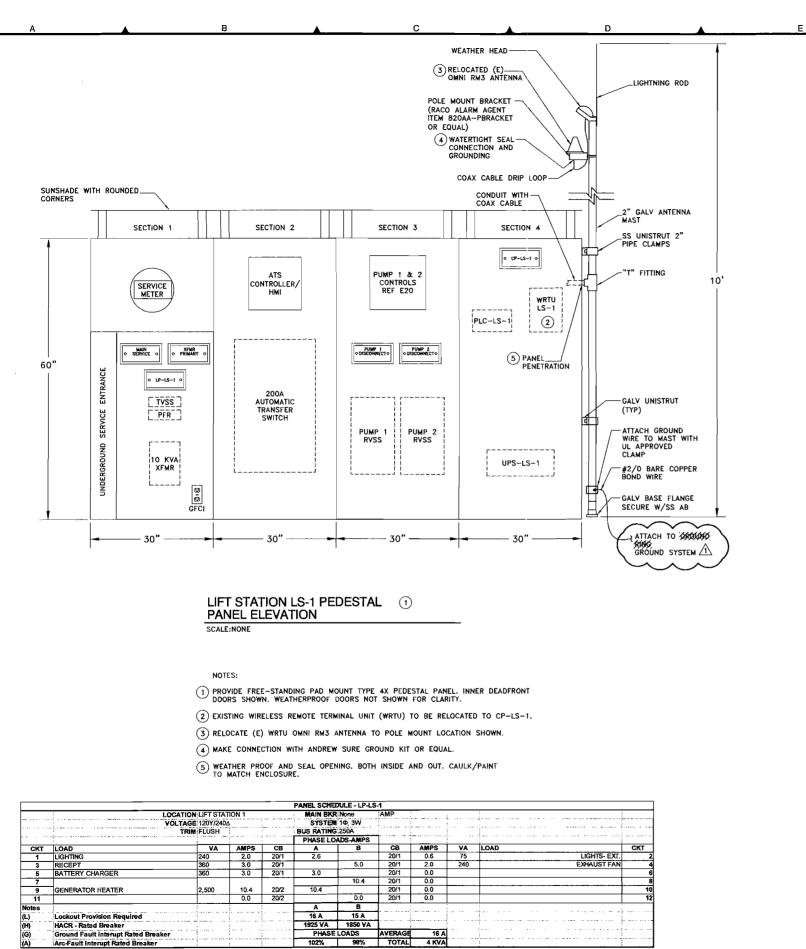
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LIFT STATION 5 EMERGENCY GENERATOR BUILDING SECTIONS

S502

57 OF 79

SHEET NUMBER

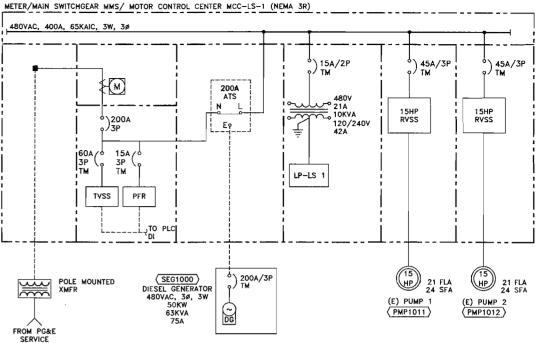


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 1/10
 REVISION DESCRIPTION ADDENDUM NO. 2



LIFT STATION LS-1

SCALE:NONE

SINGLE LINE DIAGRAM

LOAD CALCULATION LOAD CENTER: LS-1 480 VAC, 3 PHASE SERVICE FED FROM: UTILITY GENERATOR FOUIPMEN³ RUN EQUIPMENT DESCRIPTION (AMPS) QTY QTY (KVA) QTY NUMBER (KVA) (KVA) 15 LIFT PUMP NO 1 21.0 17.5 17.5 17.5 LIGHTING PANEL LS 1 3.8 3.8 SUBTOTAL 39 KVA LARGEST MOTOR @ 25% 4.36 Size 50 KW TOTAL 43.06 63 KVA DIVERSITY FACTOR 100.0% 75 A 3 PHASE CURRENT 100% MAXIMUM LOAD CURRENT CALCULATED SERVICE SIZE 52 AMPS 61.9% LOADED MAIN BREAKER SIZE 200 AMPS 25.9%

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LIFT STATION 1 SINGLE LINE DIAGRAM AND PANEL ELEVATION SHEET NUMBER

60 of 79

SCALE

NONE

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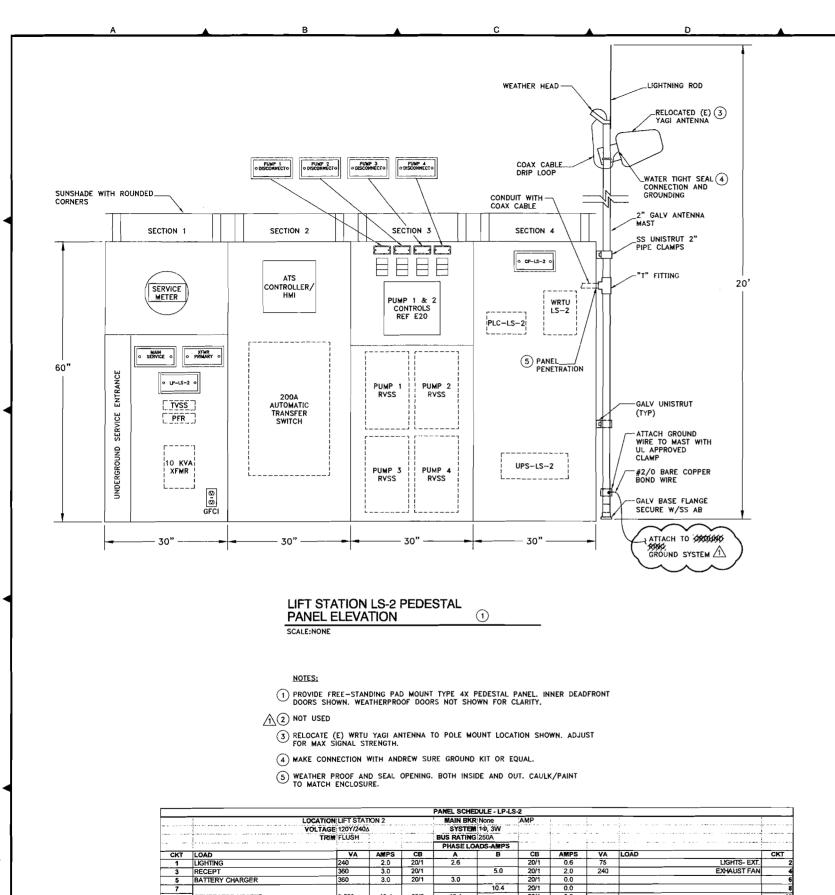
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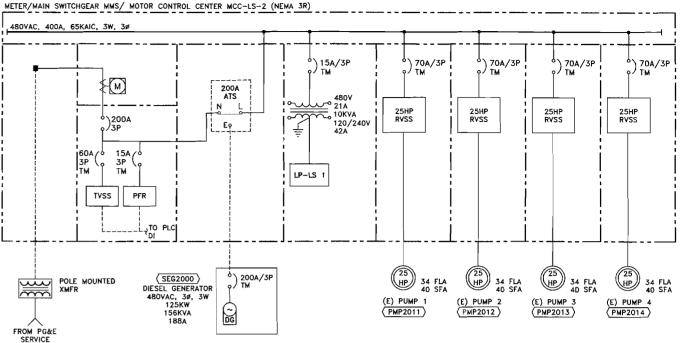
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A B

1925 VA 1850 VA PHASE LOADS AVERAGE 16 A 102% 98% TOTAL 4 KVA

BY APP CITY DATE
ASB WPC 1/10 REVISION DESCRIPTION ADDENDUM NO. 2



LIFT STATION LS-2 SINGLE LINE DIAGRAM

		LOAD C	CALCULA	TION					
LO	AD CE	NTER: LS-2	480	VAC, 3	PHASE SE	RVICE			
	FED	FROM: UTILITY					UTILITY	GE	NERATOR
EQUIPMENT NUMBER	нР	EQUIPMENT DESCRIPTION	LOAD (AMPS)	QTY	LOAD (KVA)	RUN QTY	RUN (KVA)	RUN QTY	RUN (KVA)
	25	LIFT PUMP NO 1	34.0	1	28.3	1	28.3	1	28.3
	25	LIFT PUMP NO 2	34.0	1	28.3	1	28.3		28.3
	25 25	LIFT PUMP NO 3	34.0 34.0	1	28.3 28.3	1	28.3 28.3		28.3 28.3
	23	LIGHTING PANEL LS 2	34.0	1	3.8	1	3.8	1	3.8
SUBTOTAL					116.84		116.84	1	117 KVA
LARGEST MOTOR @	25%		25	HP			7.07	Size	125 KW
TOTAL							123.91		156 KVA
DIVERSITY FACTOR			100.0%		_				188 A
		3 PHASE CURRENT CALCULATED SERVICE SIZE	100%	AMPS MAXIMUI AMPS	M LOAD CUR	RENT		74.8%	LOADED
		MAIN BREAKER SIZE % LOADED	200 74.5%	AMPS				L	

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DATE ECO:LOGIC DESIGNED OCTOBER, 2009 HAK NONE WPC CHECKED _ COLF09-006

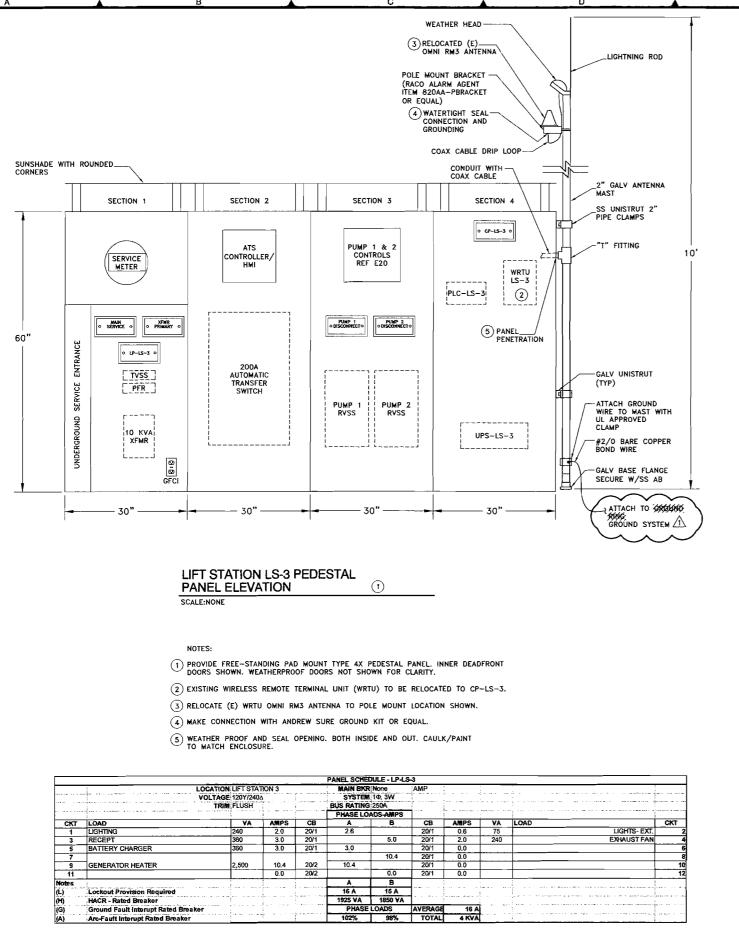
HACR - Rated Breaker Arc-Fault Interupt Rated Breaker



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LIFT STATION 2 SINGLE LINE DIAGRAM AND PANEL ELEVATION DRAWING NUMBER SHEET NUMBER E12

61 of 79



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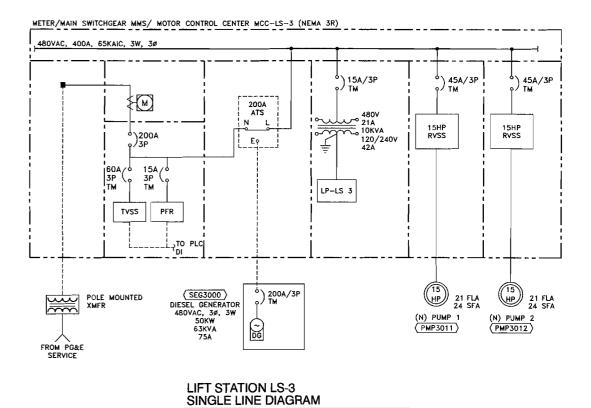
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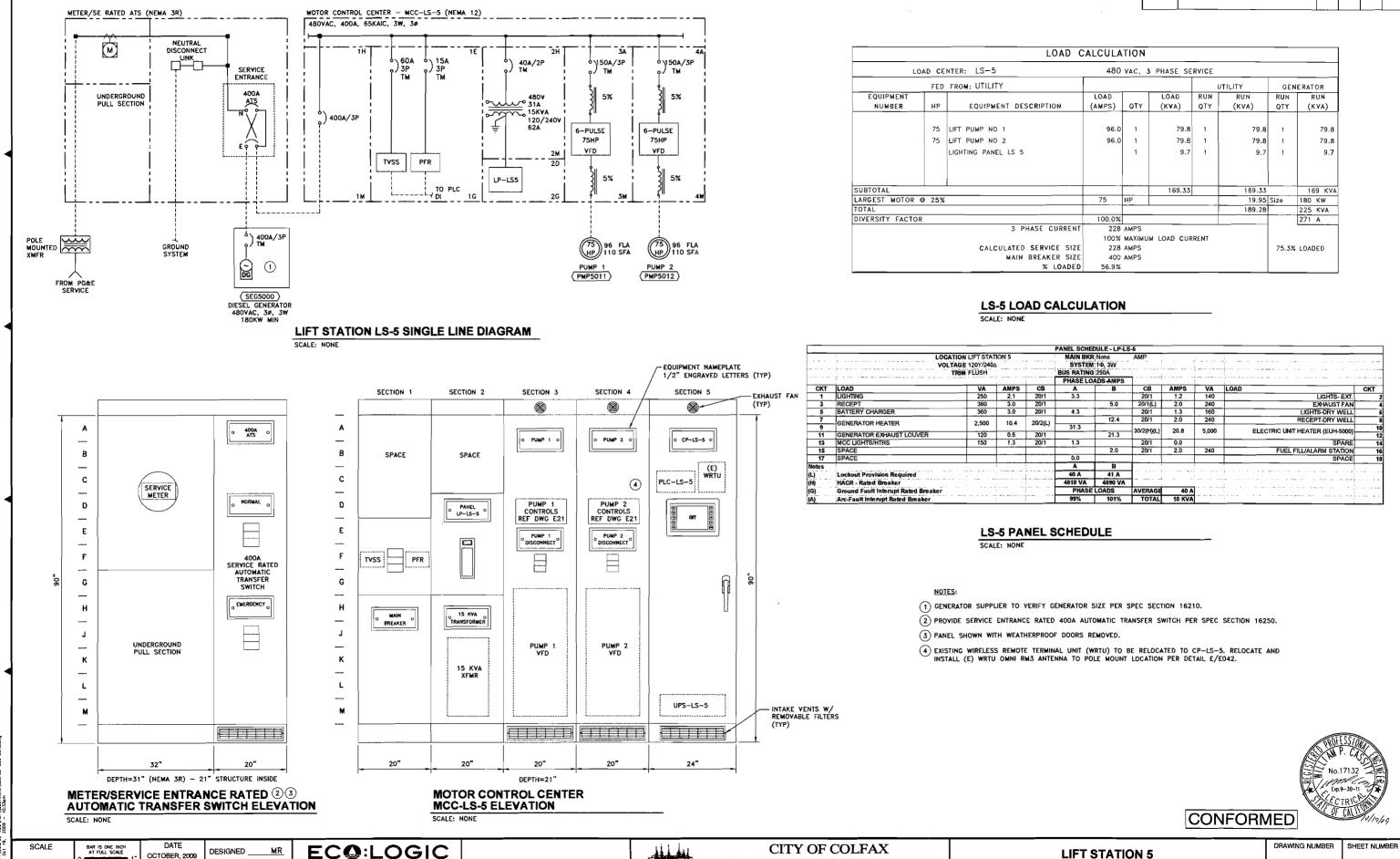
		LOAD C	ALCULA	TION					
L	DAD CE	NTER: LS-3	240	VAC, 3	PHASE SE	RVICE			
	FED	FROM: UTILITY	L			υ	TILITY	GEN	IERATOR
EOUIPMENT NUMBER	НР	EQUIPMENT DESCRIPTION	LOAD (AMPS)	QTY	LOAD (KVA)	RUN QTY	RUN (KVA)	RUN QTY	RUN (KVA)
	15	LIFT PUMP NO 1	42.0	1	17.5	1	17.5	1	17.5
	15	LIFT PUMP NO 2	42.0	1	17.5 3.8	1	17.5	1	17.5
		LIGHTING PANEL LS 3			3.6	1	3.8	1	3.8
SUBTOTAL					38.69		38.69		39 KVA
LARGEST MOTOR	@ 25%		15	HP			4.36	Size	50 KW
TOTAL							43.06		63 KVA
DIVERSITY FACTO	R		100.0%						150 A
		3 PHASE CURRENT		AMPS MAXIMUI	M LOAD CUR	RENT			
		CALCULATED SERVICE SIZE	104	AMPS				61.9%	LOADED
		MAIN BREAKER SIZE	200	AMPS					
		% LOADED	51.8%						

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LIFT STATION 3 SINGLE LINE DIAGRAM AND PANEL ELEVATION DRAWING NUMBER SHEET NUMBER E13

<u>62</u> OF <u>79</u>



NONE

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SEWAGE LIFT STATION IMPROVEMENTS & SEWER REHABILITATION®

SINGLE-LINE DIAGRAM AND PANEL ELEVATION

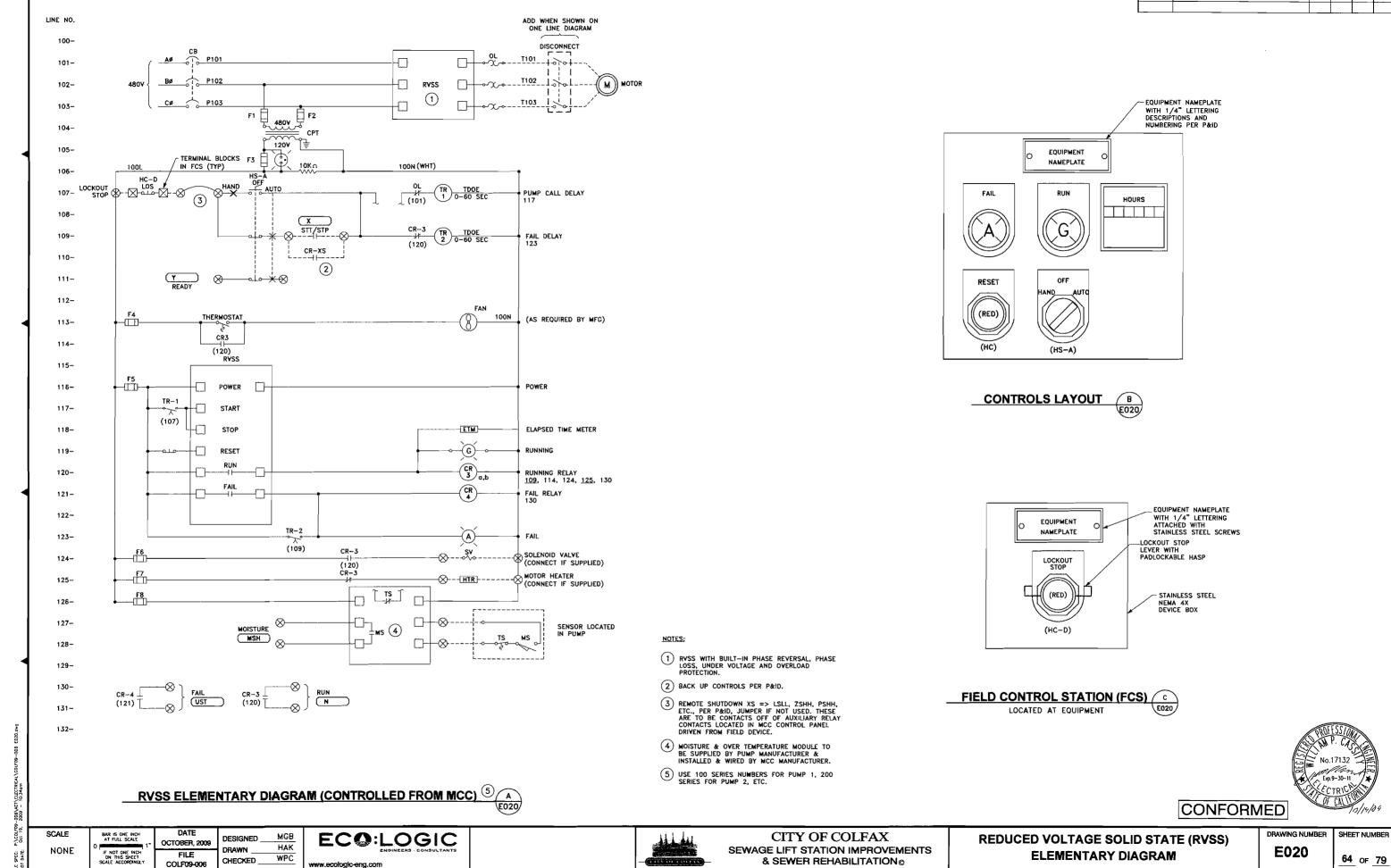
DESCRIPTION

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REVISION

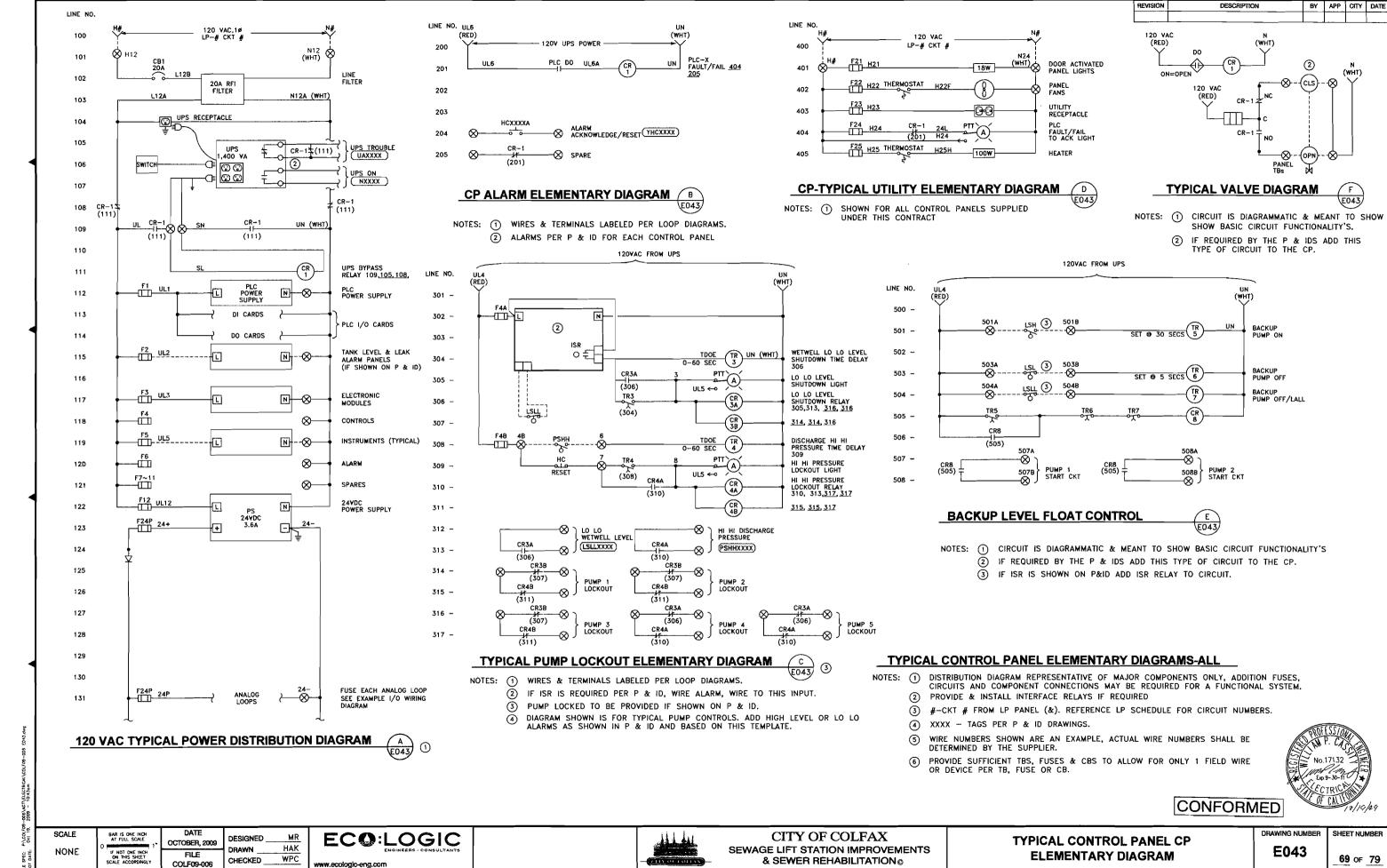
E015

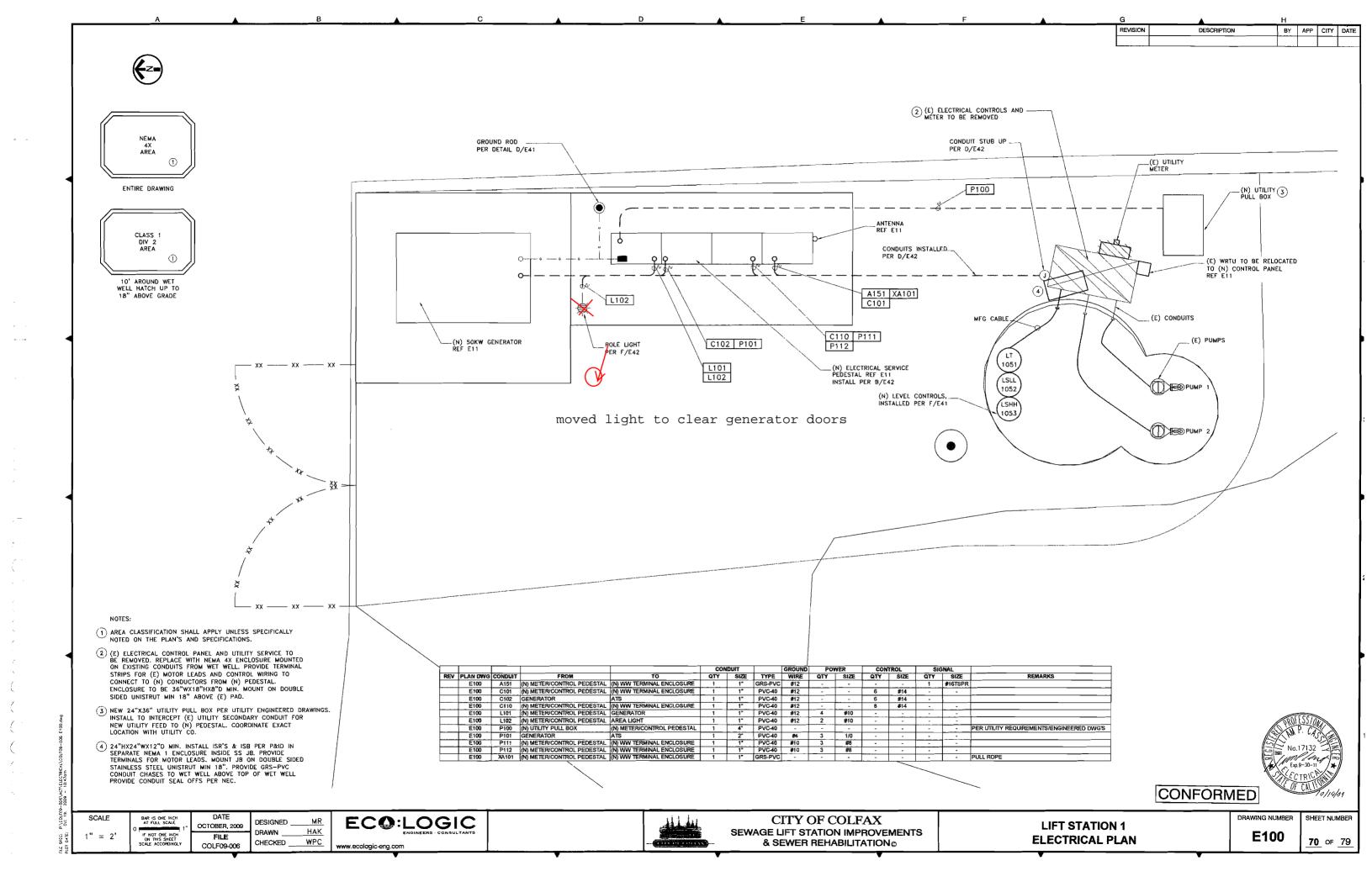
63 OF **79**

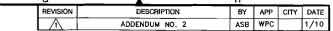


REVISION

DESCRIPTION









NEMA 4X AREA 1

ENTIRE DRAWING

CLASS 1 DIV 2 AREA 1

10' AROUND WET WELL HATCH UP TO 18" ABOVE GRADE

- $\stackrel{\textstyle \bullet}{\underbrace{\ \ }}$ area classification shall apply unless specifically noted on the plans and specifications.
- (2) (E) CONTROL PANEL TO BE REMOVED. REPLACE WITH (N) PULL BOX MOUNTED ON EXISTING CONDUITS. PROVIDE TERMINAL STRIPS FOR (E) LIGHTING CIRCUITS TO CONNECT TO (N) CONDUCTORS FROM (N) LP-LS-2. VERIFY LOCATION OF (E) HIGH WET WELL LEVEL LOCKOUT CONTROL WIRING FROM LS-2 TO LS-1, INSTALL ADDITIONAL (N) PULL BOX IF NEEDED, AND INTERCEPT (E) WIRES TO REROUTE TO (N) CP-LS-2.
- (3) VERIFY LOCATION OF (E) FEEDERS FROM EXISTING REMOTE METER/MAIN. INSTALL (N) PULL BOX, AND INTERCEPT (E) WIRES TO REROUTE TO (N) PEDESTAL.
- 4 24"HX24"WX12"D MIN. INSTALL ISR'S & ISB PER P&ID IN SEPARATE NEMA 1 ENCLOSURE INSIDE SS JB. PROVIDE TERMINALS FOR MOTOR LEADS. MOUNT JB ON DOUBLE SIDED STAINLESS STEEL UNISTRUT MIN 18". PROVIDE GRS-PVC CONDUIT CHASES TO WET WELL ABOVE TOP OF WET WELL PROVIDE CONDUIT SEAL OFFS PER NEC.
- (5) CORE DRILL THROUGH WALL FOR CONDUIT ROUTING. SEAL AROUND PENETRATION WITH NON-SHRINK GROUT.
- (6) (N) CONDUITS INSTALLED PER DETAIL A/E041. INCLUDE AWG #2/D BARE COPPER GROUND WIRE FROM SYSTEM GROUND TO PUMP DRY WELL ENCLOSURE.

C210 P221 P211 P222 P211 P222 P211 P222 P221 P221 P222 P221 P222 P222	
x — x — x 1	

					CON	EDUIT	1	GROUND	PO	NER	CON	TROL	SIG	NAL	
REV	PLAN DWG	CONDUIT	FROM	TO	QTY	SIZE	TYPE	WIRE	QTY	SIZE	QTY	SIZE	QTY	SIZE	REMARKS
	E200	A251	(N) CONTROL PEDESTAL	(N) WW TERMINAL ENCLOSURE	1	1"	GRS-PVC	#12	-	-	-		1.	#16TSPR	
	E200	C200	(N) CONTROL PEDESTAL	(N) PB202	1	1"	PVC-40	#12	-		2	#14	-	· -	INTERCEPT LS-2 LSHH LOCKOUT WIRING TO LS-
	E200	C201	GENERATOR	ATS	1	1"	PVC-40	#12		-	2	#14	-	-	
	E200	C210	(N) CONTROL PEDESTAL	DRY WELL VIA PB203	1	1"	PVC-40	#12	-	-	24	#14	-	-	PMP2011,12,21,22
	E200	C252	(N) CONTROL PEDESTAL	WETWELL	1	1"	GRS-PVC	#12		L	4	#14	•	-	LSLL2052, LSHH2053
	E200	C254	(N) CONTROL PEDESTAL	DRY WELL	_ 1	1"	PVC-40	#12	-		2	#14	-		LEVEL SWITCH LSHH2054
	E200	L201	(N) CONTROL PEDESTAL	DRY WELL VIA PB203	1	1"	PVC-40	#12	6	#10				-	
	E200	L202	(N) CONTROL PEDESTAL	PB202	1	1"	PVC-40	#12	2	#12	-	· .		-	INTERCEPT EXISTING LIGHT POLE CIRCUIT
	E200	L205	(N) CONTROL PEDESTAL	GENERATOR	_ 1	1"	PVC-40	#12	4	#10			-		INTERCEPT EXISTING LIGHT POLE CIRCUIT
	E200	P200	PB201	ATS	1	2-1/2"	PVC-40	#2	3	4/0	-			-	MATCH EXISTING FEEDERS
	E200	P201	GENERATOR	ATS	1	2-1/2"	PVC-40	#2	3	2/0	-			-	
	E200	P211	(N) CONTROL PEDESTAL	DRY WELL	1	_ 1"	PVC-40	#10	3	#8	<u> </u>	-	-	-	
	£200	P212	(N) CONTROL PEDESTAL	DRY WELL	_ 1	1*	PVC-40	#10	3	#8		•	-	.	
	E200	P221	(N) CONTROL PEDESTAL	DRY WELL	1	1"	PVC-40	#10	3	#8	· ·	-	-	-	
	E200	P222	(N) CONTROL PEDESTAL	DRY WELL	1	1"	PVC-40	#10	3	#8	-		-		
	E200	XA201	(N) CONTROL PEDESTAL	(N) PB203	_ 1	1"	GRS-PVC	-	-	-	_ •	-		_ ·	PULL ROPE
	E200	C250	(N) CONTROL PEDESTAL	(N) PB203	1	1"	PVC-40	#12	6	#14	_		-		

CONFORMED

SCALE	BAR IS ONE INCH AT FULL SCALE	DATE	DESIGNED _	MR
3/8"=1'-0"	0 F NOT ONE INCH	OCTOBER, 2009	DRAWN	HAK
3/0 =1 0	ON THIS SHEET SCALE ACCORDINGLY	FILE COLF09-006	CHECKED _	WPC



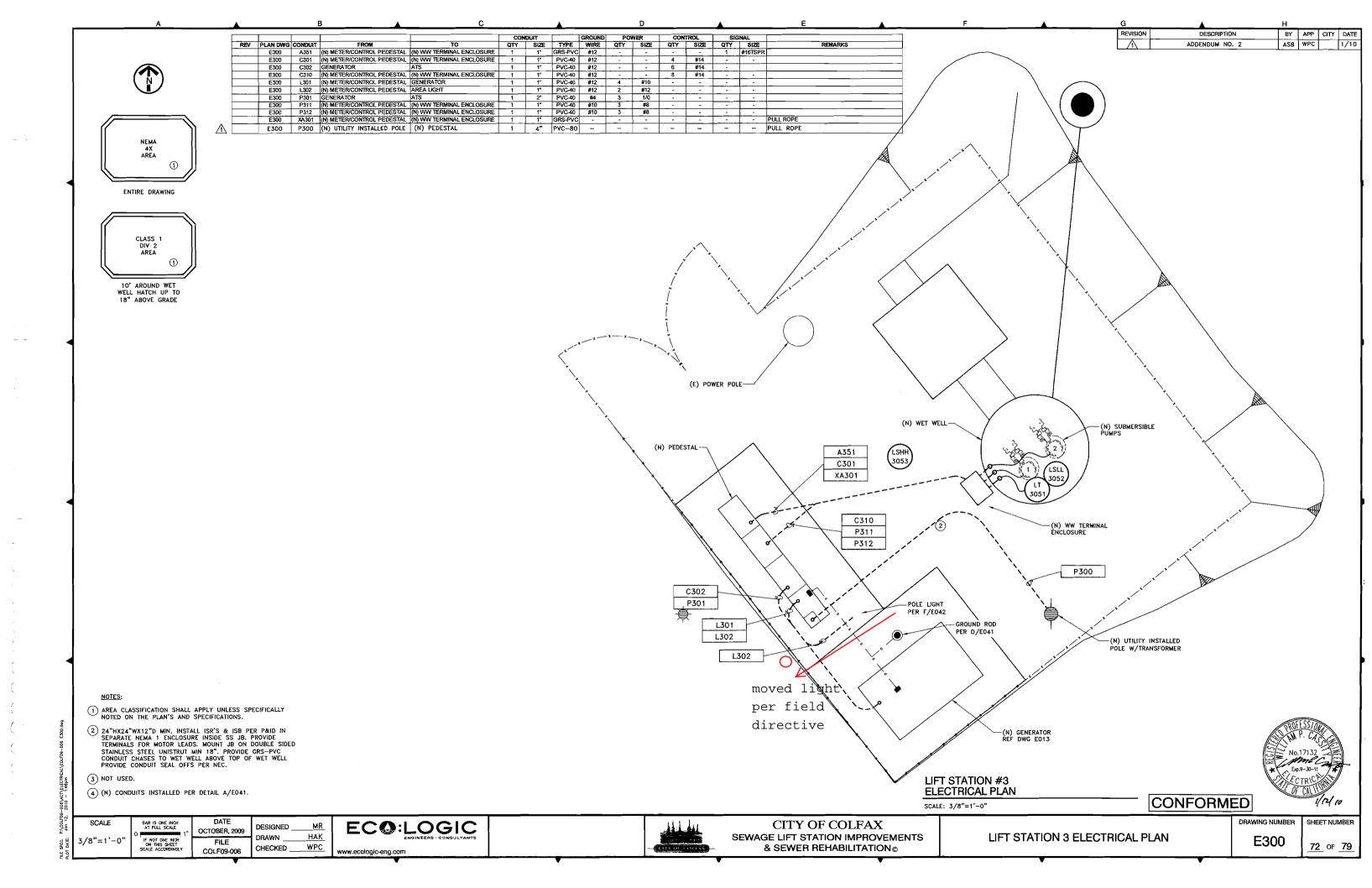


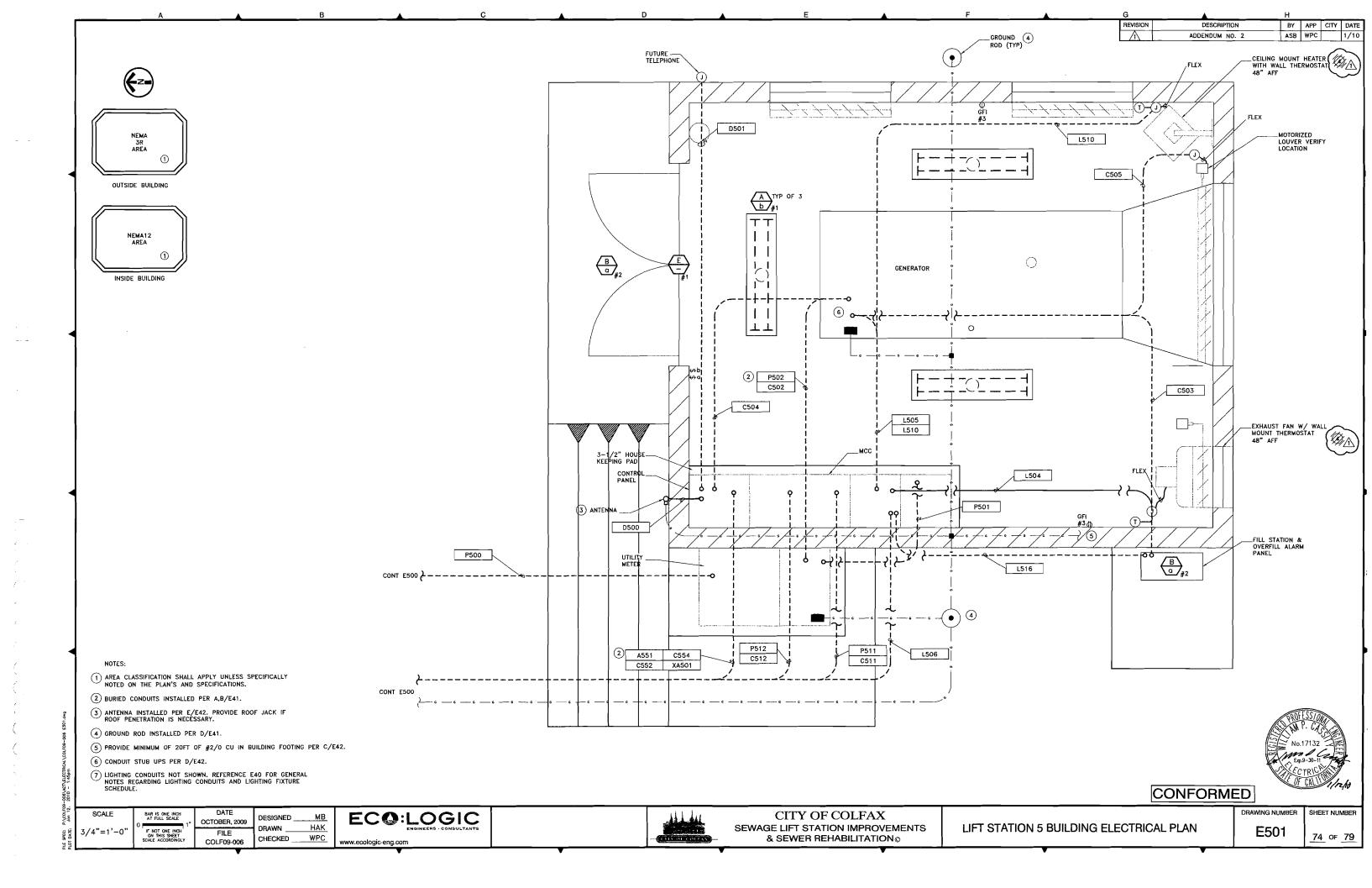
CITY OF COLFAX
SEWAGE LIFT STATION IMPROVEMENTS
& SEWER REHABILITATION©

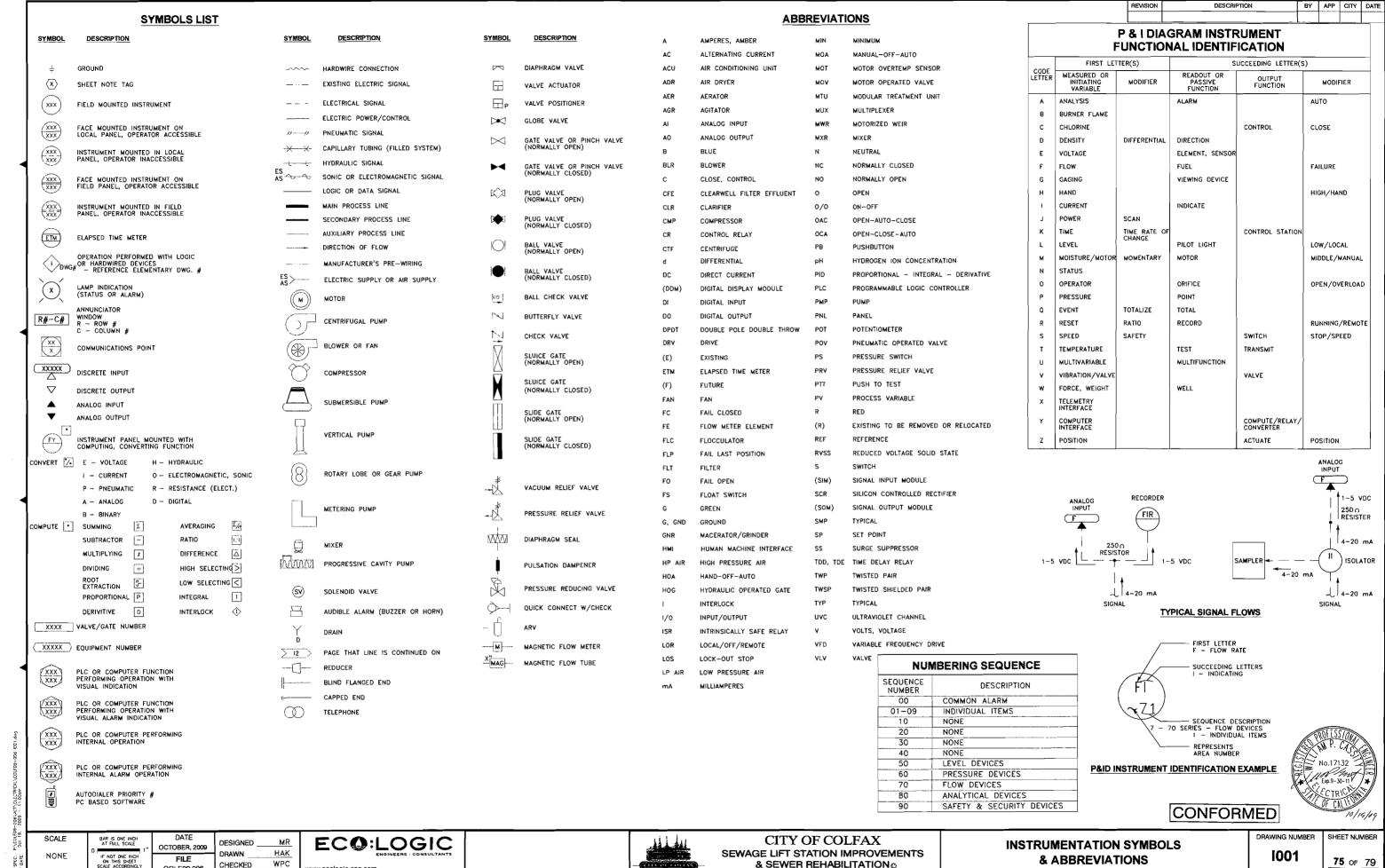
SHEET NUMBER E200

71 OF 79

DRAWING NUMBER







COLF09-006

CHECKED

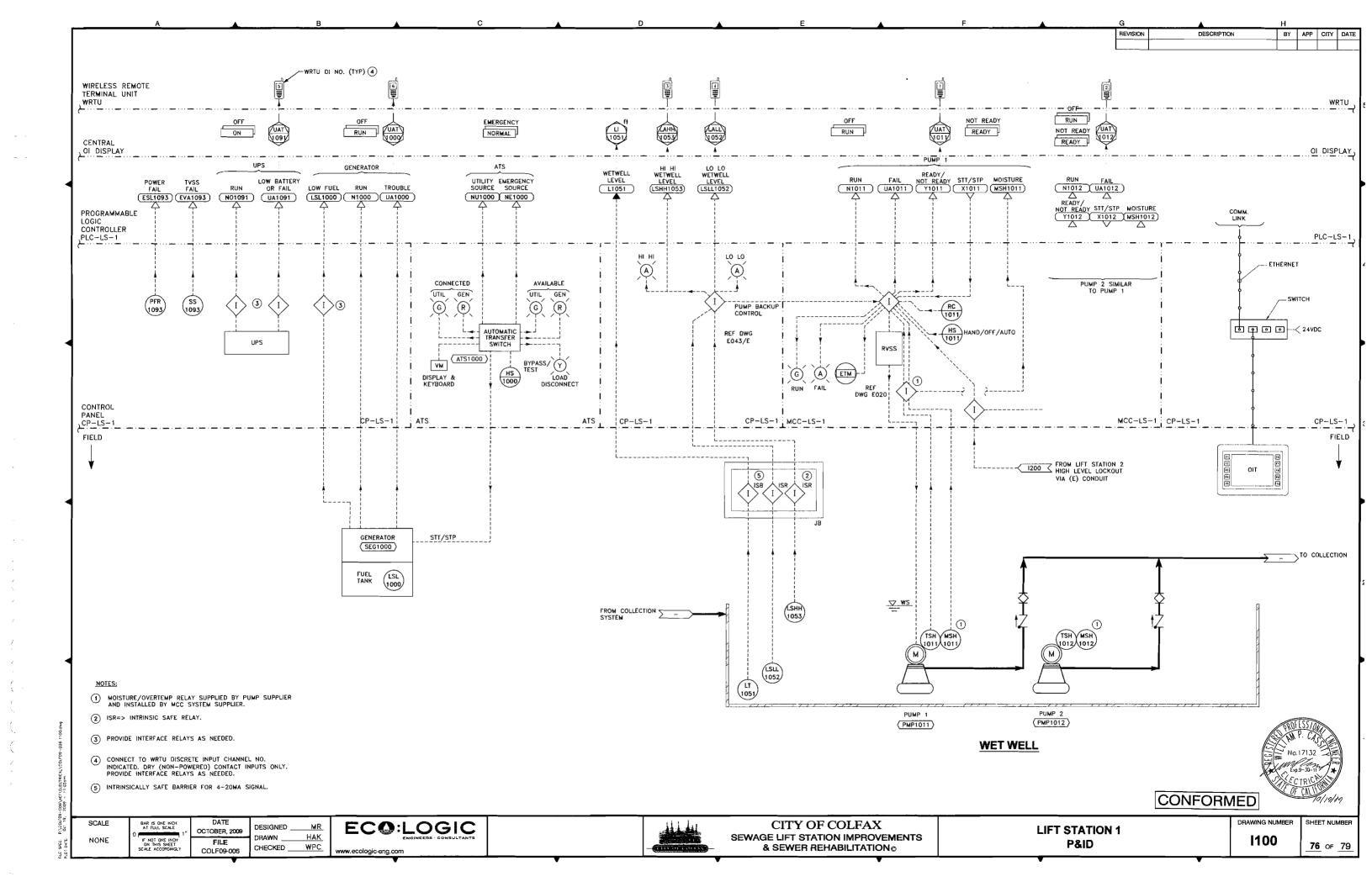
www.ecologic-eng.com

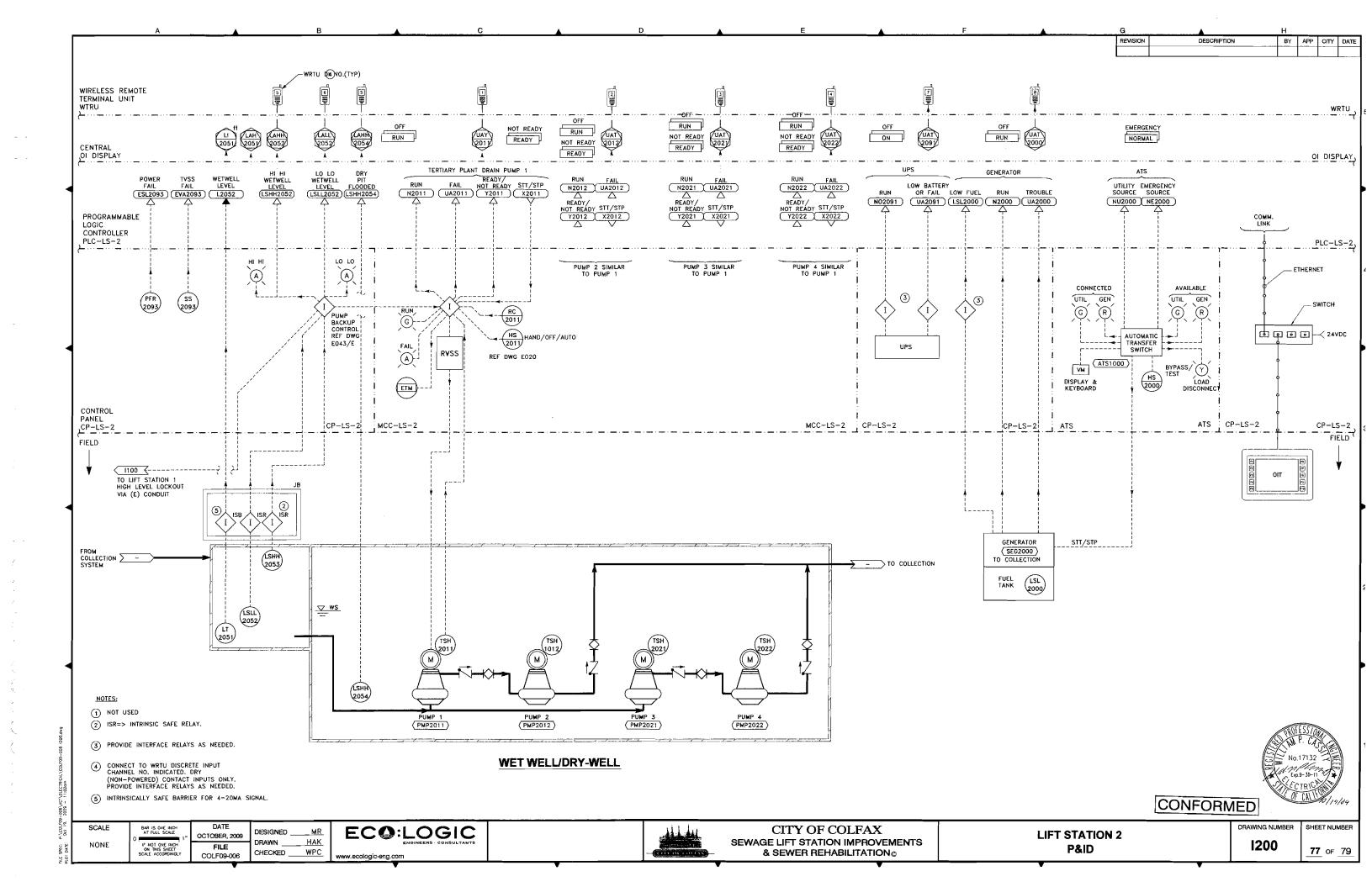


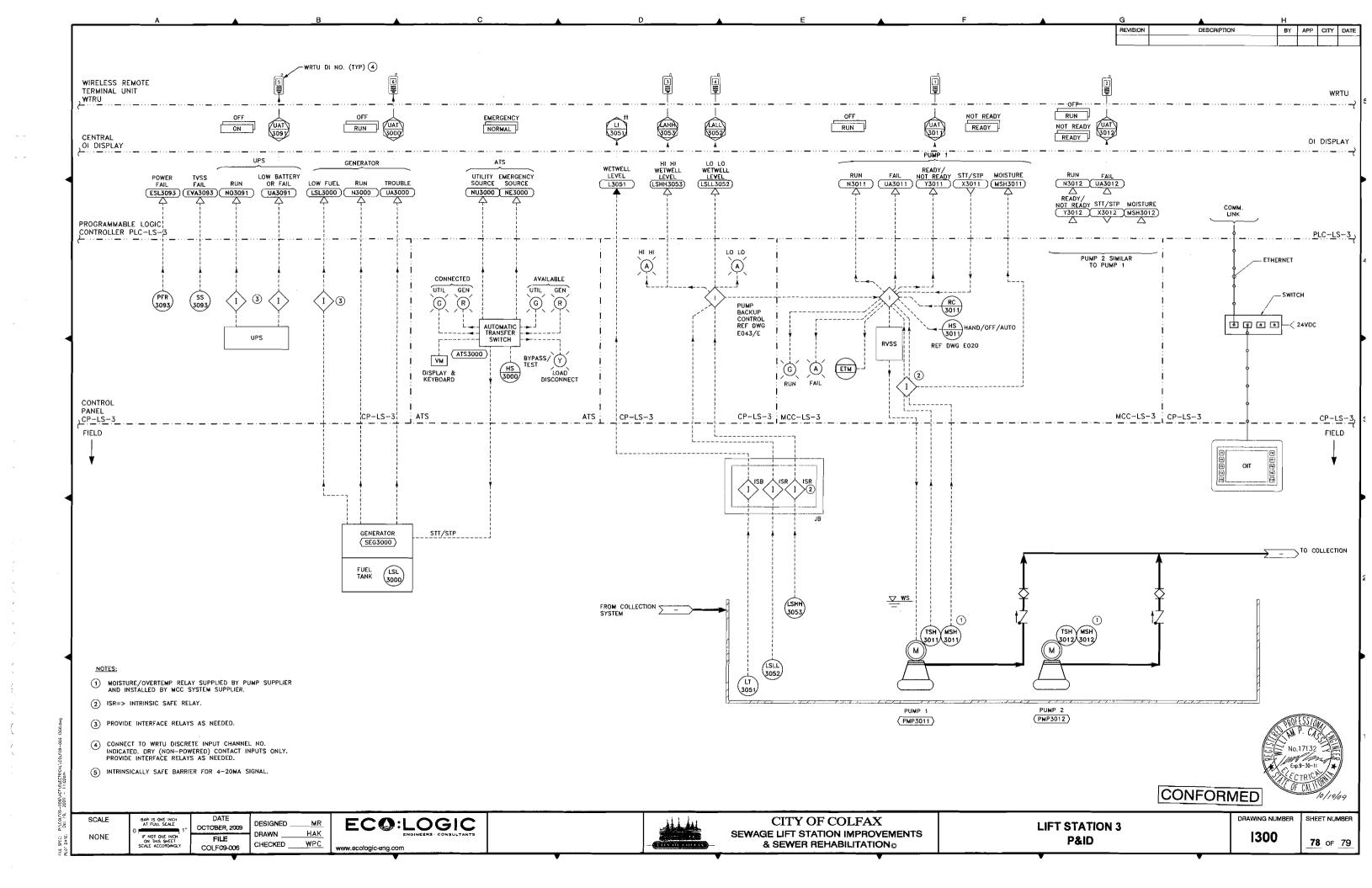
& SEWER REHABILITATION®

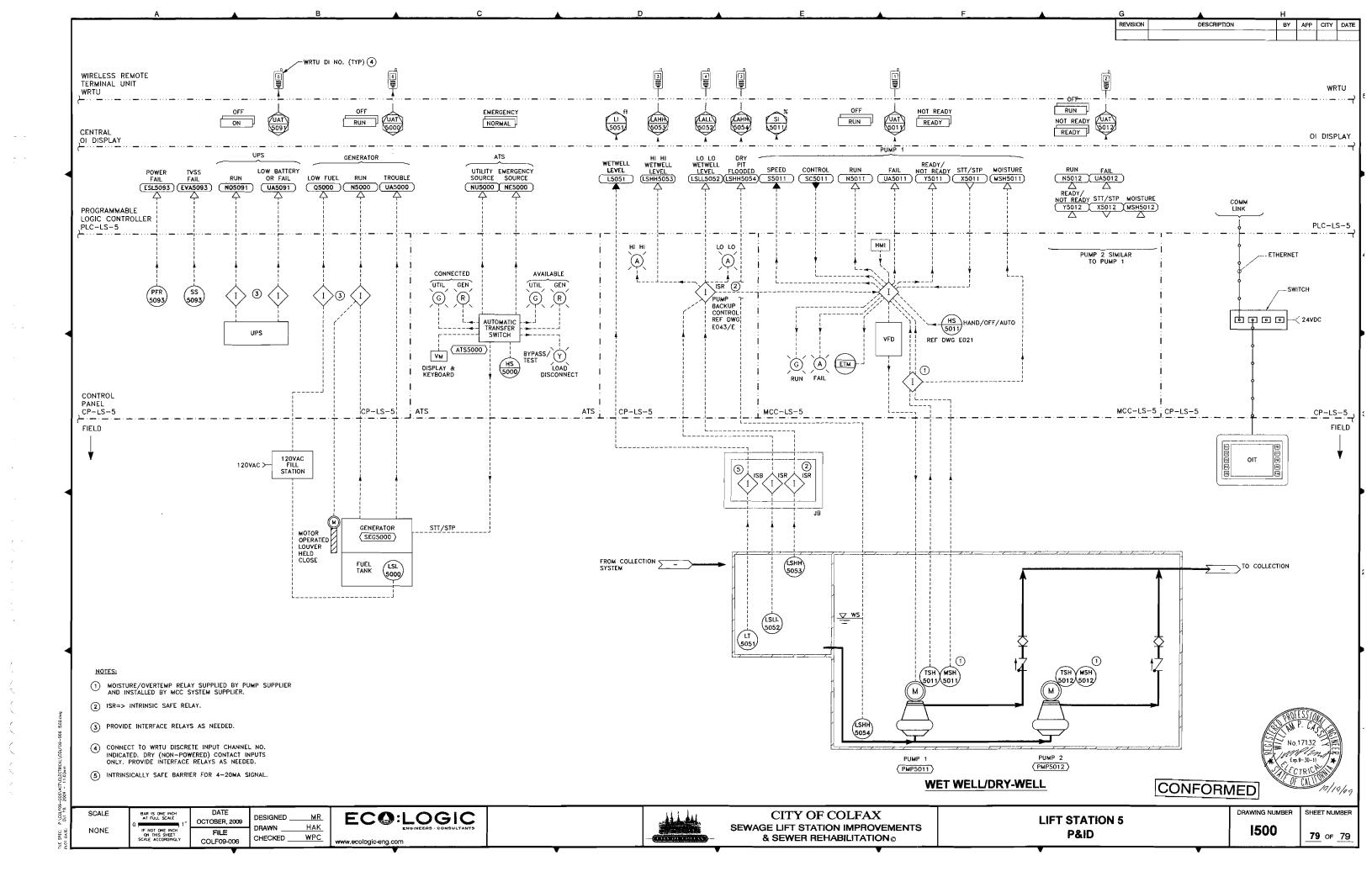
& ABBREVIATIONS

75 OF 79

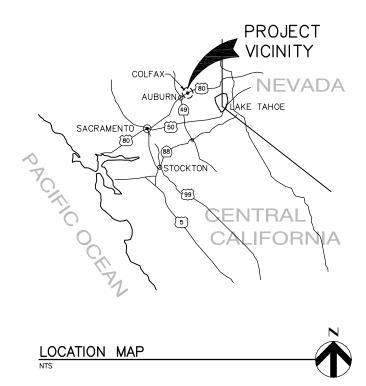


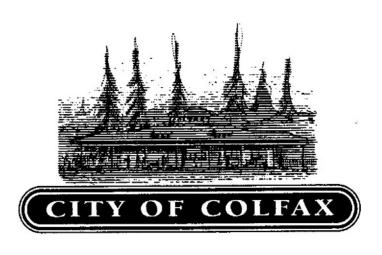






DESIGN DRAWINGS FOR CITY OF COLFAX WASTEWATER TREATMENT PLANT UPGRADE PROJECT



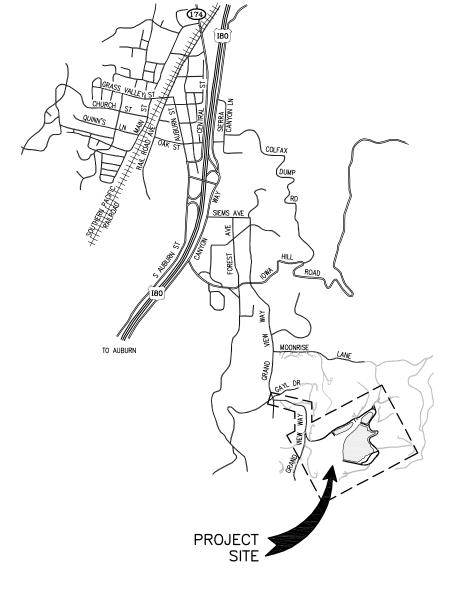


APPROVED BY

Craig Olson, Project Manager HDR Engineering Inc.

Joan Phillipe, City Manager City of COLFAX Date





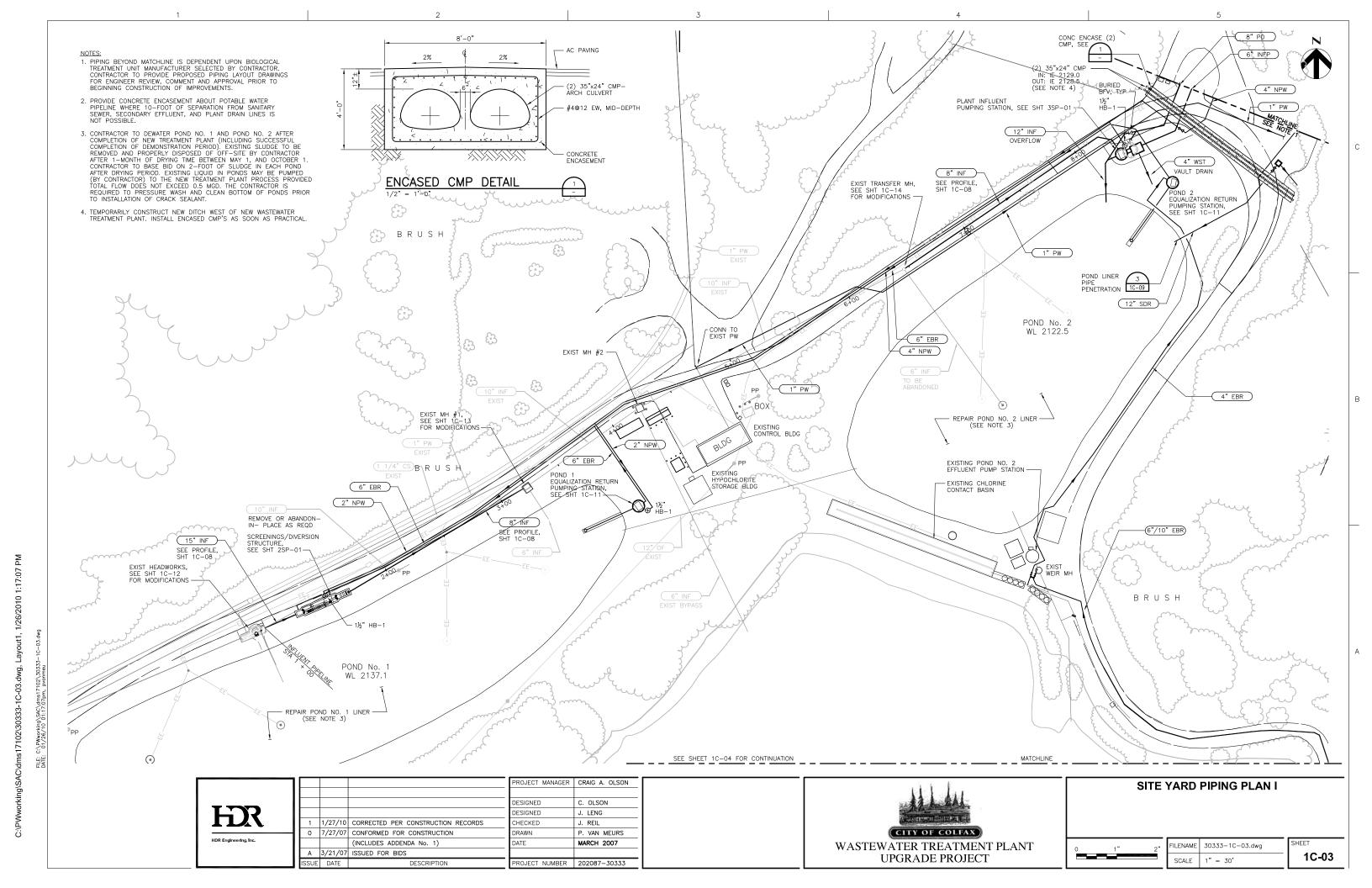
VICINITY MAP

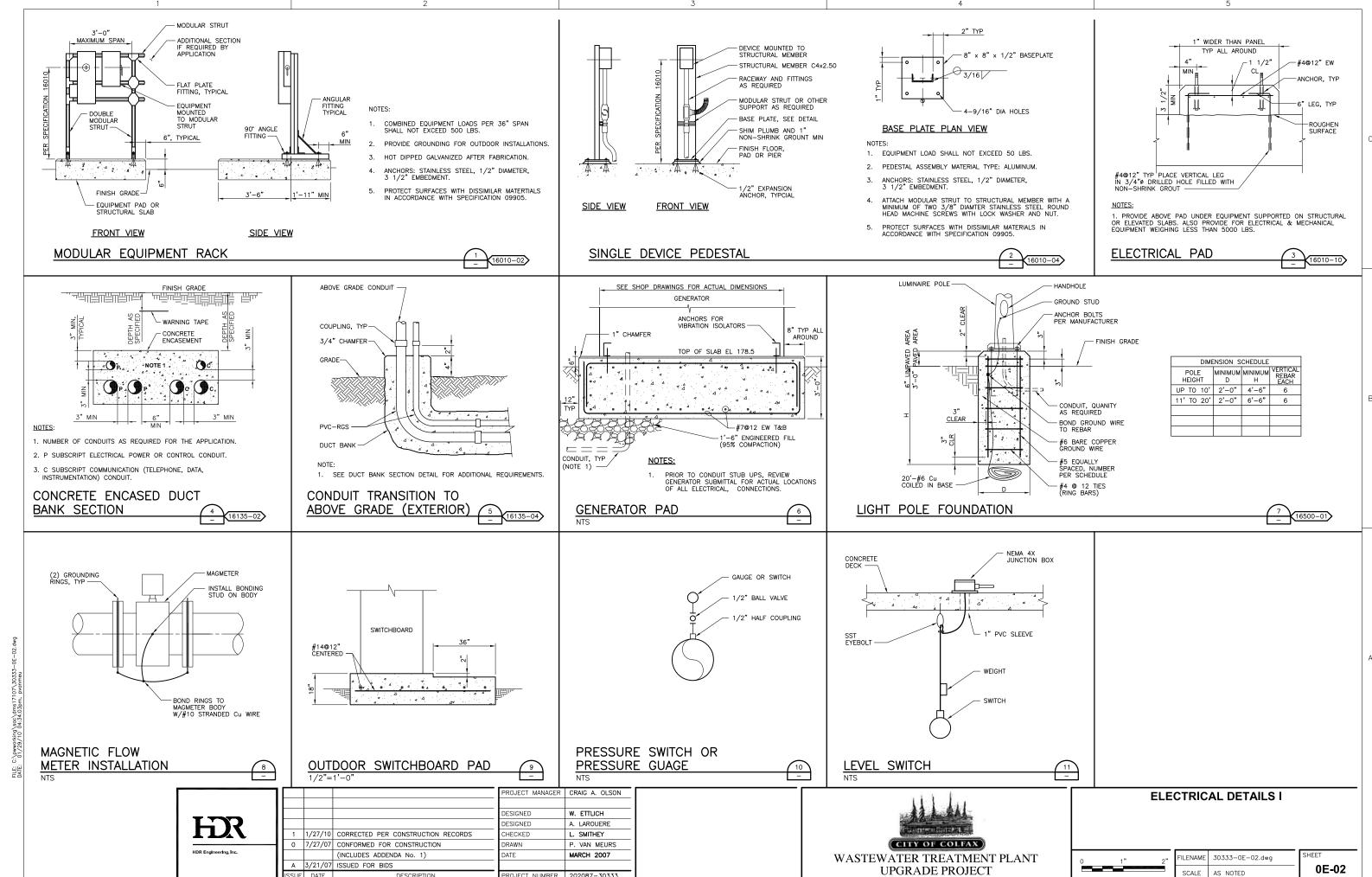
JULY 27, 2007



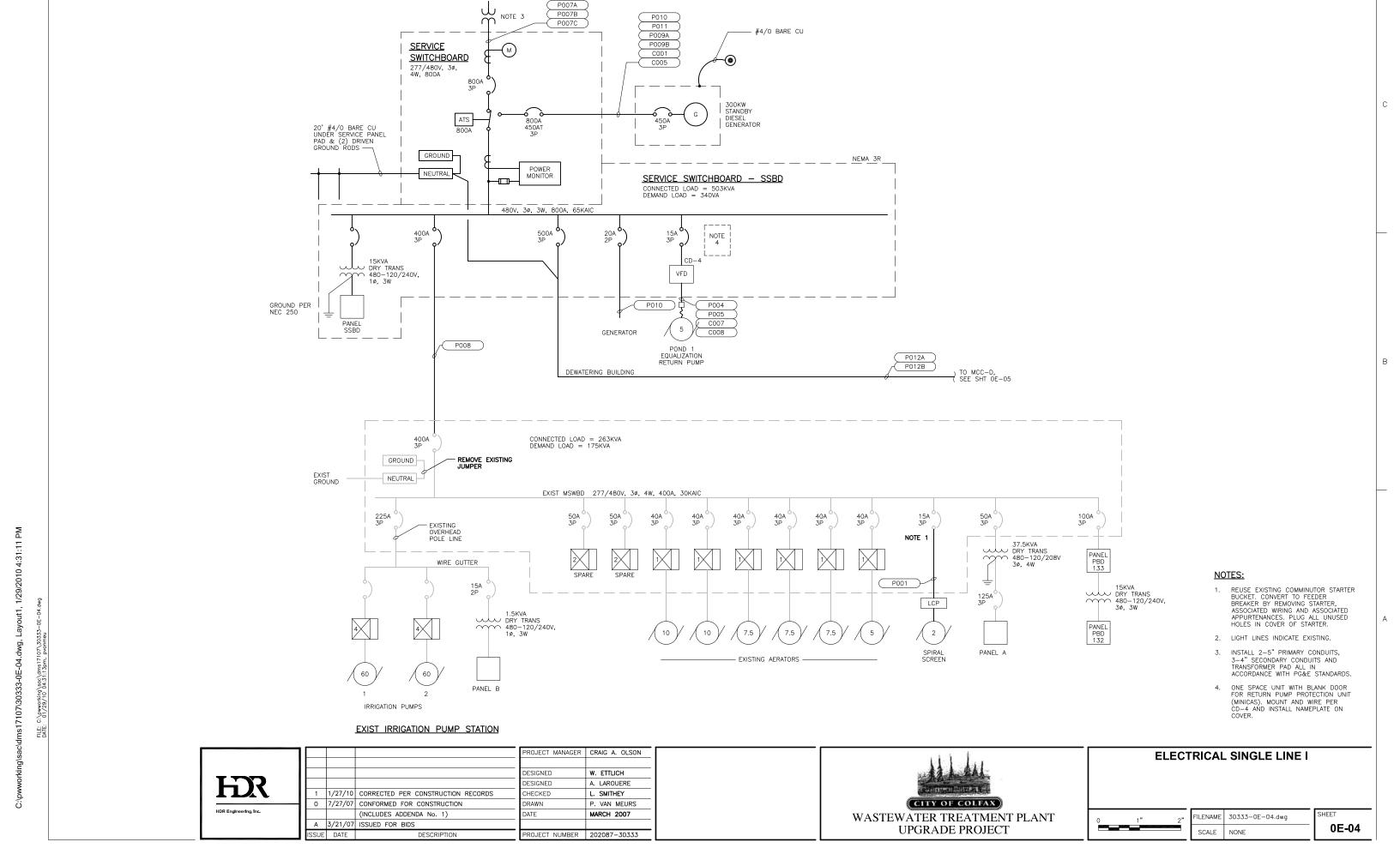


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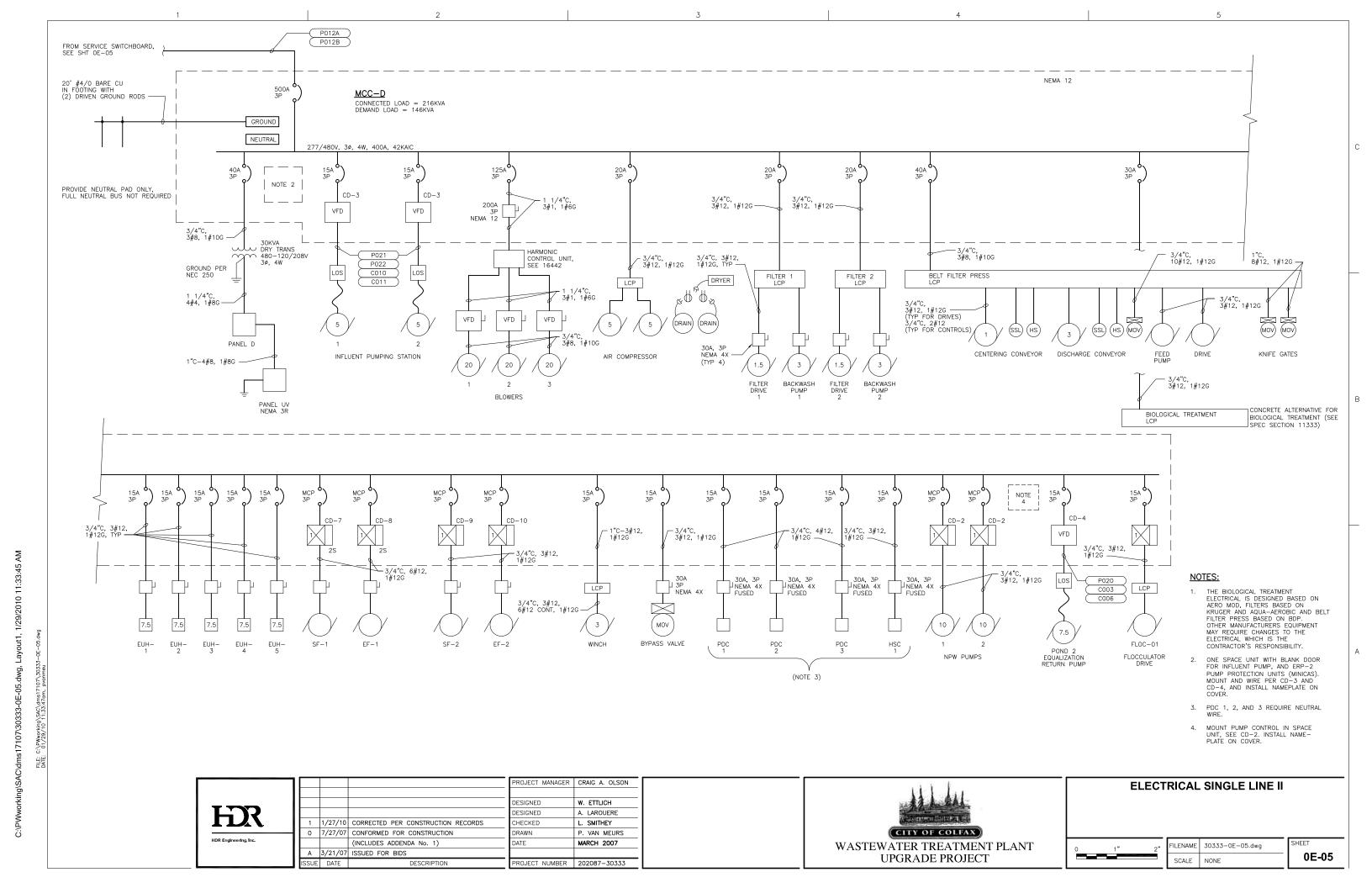




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12 KV PG&E SERVICE



PANEL		FE	EDER EN	TRANCE: E	воттом		OUNTING: SURFACE	
	CE: 120/208V, 3P, 4W					S	ERVICE ENTRANCE LAB	EL: NO
MAIN	DEVICE: 100A CIRCUIT E	REAK	ER					
CKT NO.	CIRCUIT IDENTIFICATION	CB AMPS	VA	PER PH		CB AMPS	CIRCUIT IDENTIFICATION	CKT NO.
10.		/	A	В	С	/	IDENTIFICATION	140.
1	LIGHTS	20/1	500					2
3	LIGHTS	20/1		1100 500		20/1	OUTLETS	4
5	LIGHTS	20/1			1500 500	20/1	OUTLETS	6
7	LIGHTS	20/1	900 500			20/1	OUTLETS	8
9	FILTER LIGHTS	20/1		200 500		20/1	OUTLETS, AIR SYSTEM	10
11	FILTER OUTLET	20/1			500 500	20/1	OUTLET-TURBIDIMETER	12
13	BIOLOGICAL LIGHTS	20/1	300 100			20/1	FIT-001, FIT-002	14
15	BIOLOGICAL OUTLETS	20/1		500 100		20/1	AUTODIALER	16
17	NPW PUMP CONTROL	20/1			100 100	20/1	RECORDER	18
19	OUTSIDE LIGHT	20/1	200 100			20/1	INFLUENT FLOW METER	20
21	HP-1A	30/2		2500 200		20/1	BIOLOGICAL TREATMENT PANEL	22
23		30/2			2500 200	20/1	BIOLOGICAL TREATMENT PANEL	24
25	HP-1B	20/2	800 200			20/1	EF-5	26
27		20/2		800 300		20/1	EF-3, VCP-1	28
29	HP-2A	20.70			1000			30
31		20/2	1000			50/3	PANEL UV	32
33	HP-2B	20/2		1000				34
35		20/2			600		SPACE	36
37	WATER HEATER	30/2	2000				"	38
39		30/2		2000			n	40
41	BATH WALL HEATER				1500		"	42
	EST TOTAL VA PER PHA	\SE	7600	10300	10000		<u> </u>	
	EST TOTAL PANELBOARD) VA			27900	1		

PANEL	PANEL: SSBD FEEDER ENTRANCE: BOTTOM MOUNTING: SERVICE SWBD										
SERVI	SERVICE: 120/240V, 1ø, 3W SERVICE ENTRANCE LABEL: NO										
MAIN	MAIN DEVICE: 100A LUGS										
CKT	CIRCUIT IDENTIFICATION	CB AMPS	VA PER	PHASE	CB AMPS	CIRCUIT	CKT				
NO.		AMPS	Α	В	AMPS	IDENTIFICATION	NO.				
1	GEN BATT CHARGER	20/1	200 200		20/1	POWER MONITOR	2				
3	AREA LIGHT	20/1		200 200	20/1	ERPS-1 LIGHT	4				
5	SWITCHBOARD LIGHT	20/1	200 500		20/1	ERPS-1 OUTLET	6				
7	SWITCHBOARD OUTLET	20/1		500 200		SPACE	8				
9	GENERATOR BATTERY CHARGER	20/1	200			"	10				
11	SPACE			-		"	12				
13	"					"	14				
15	27						16				
17	"						18				
	EST TOTAL VA PER PHA	SE	1300	900]						
	EST TOTAL PANELBOARD) VA	•	2200	1						

PANEL	_: UV	FEEDI	ER ENTRA	NCE: BOT	том	MOUNTING: PEDESTAL, N	NEMA3R				
	RVICE: 120/208V, 3ø, 4W SERVICE ENTRANCE LABEL:										
MAIN	MAIN DEVICE: 60A CIRCUIT BREAKER										
СКТ	CIRCUIT IDENTIFICATION	СВ	VA PER	PHASE	СВ	CIRCUIT	СКТ				
NO.		AMPS	Α	В	AMPS	IDENTIFICATION	NO.				
1	LGHTS	20/1	200 500		20/	1 OUTLET	2				
3	UVT	20/1		100 200	20/	1 INF PUMP STATION LIGHTS	4				
5	scc	20/1	300 500		20/	1 INF PUMP STATION OUTLET	6				
7	SPACE					SPACE	8				
9	n		-			"	10				
11	"					"	12				
13	21					"	14				
15	n					"	16				
17	n					n	18				
	EST TOTAL VA PER PHA	ASE	1500	300			•				
	EST TOTAL PANELBOARD) VA		1800	1						

F.35			
	1	1/27/10	CORRECTED PER CONSTRUCT
	0	7/27/07	CONFORMED FOR CONSTRUC
HDR Engineering, Inc.			(INCLUDES ADDENDA No. 1)
	Α	3/21/07	ISSUED FOR BIDS
	ISSUE	DATE	DESCRIPTI

PROJECT MANAGER	CRAIG A. OLSON
DESIGNED	W. ETTLICH
DESIGNED	A. LAROUERE
CHECKED	L. SMITHEY
DRAWN	N. RIZZATO
DATE	MARCH 2007
PROJECT NUMBER	202087-30333

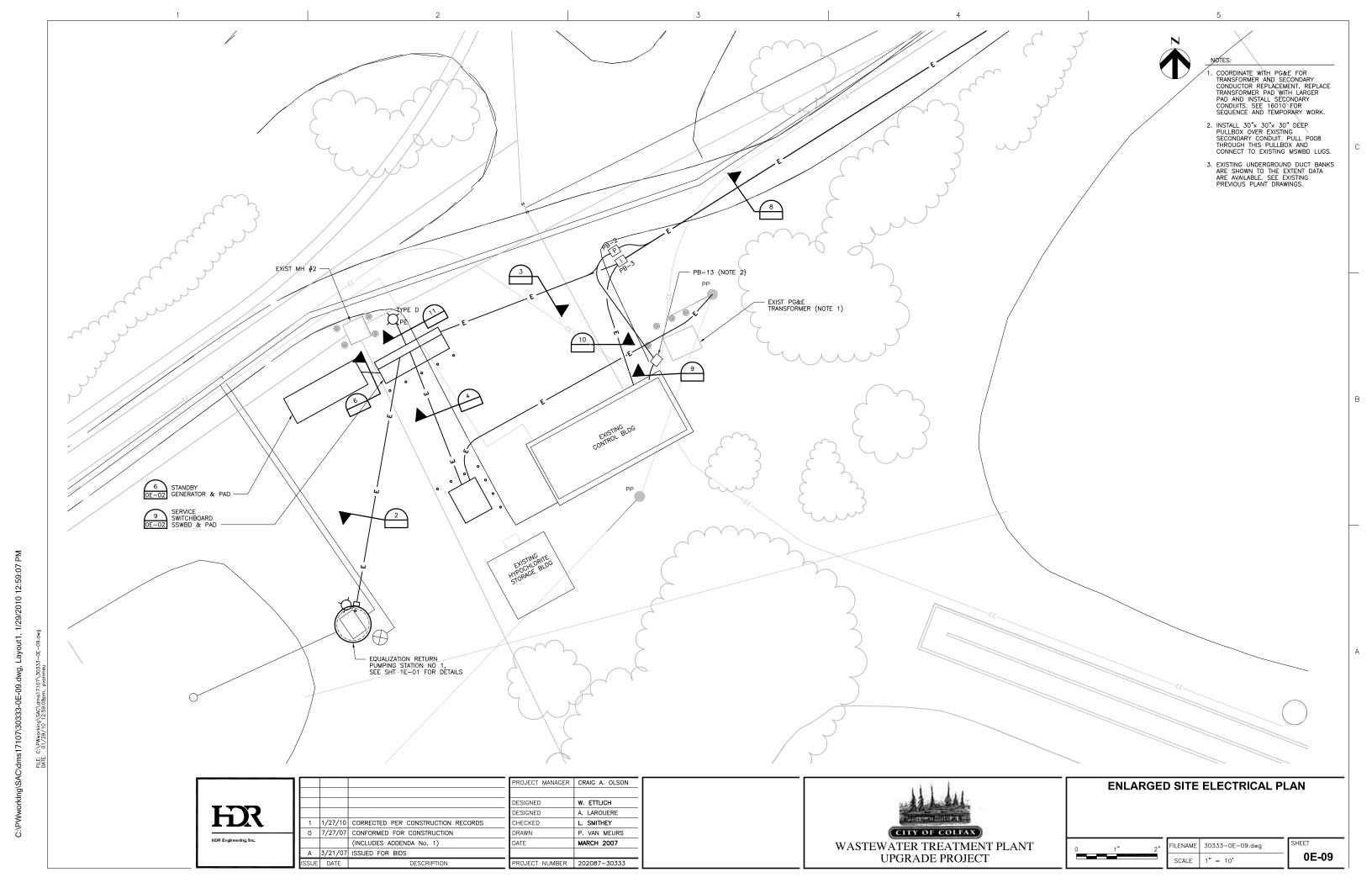


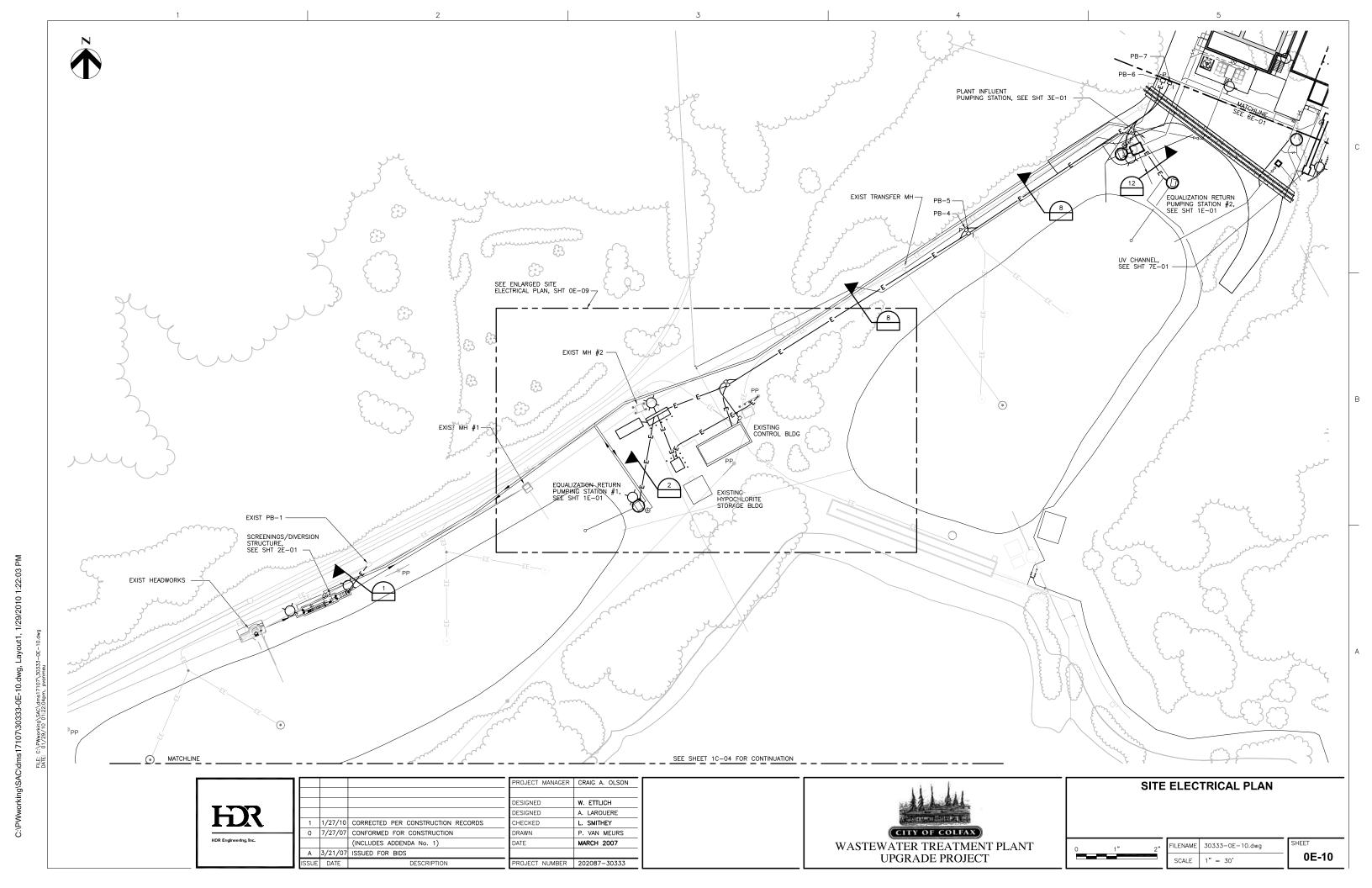
	LIGHTING FIXTURE SCHEDULE									
TYPE	DESCRIPTION	MANUFACTURER'S PRODUCT NUMBER	LAMPS	NOTES						
А	CEILING MTD. LOW PROFILE WRAP AROUND, 48"x10" FIXTURE, 2 LAMP, 120V WITH ACRYLIC PRISMATIC DIFFUSER	LITHONIA 2LB232-120GEB	2 LAMP, T8 FLUORESCENT							
В	CEILING MTD. INDUSTRIAL FLUORESCENT FIXTURE, 2—32W LAMP, 120V ENCLOSED AND GASKETED RATED FOR DAMP LOCATION	2-32W LAMP, 120V ENCLOSED LITHONIA 2 LAMP, T8 GASKETED RATED FOR DAMP DM-232-AR-GEB FLUORESCEN'								
С	TURRET INUSTRIAL 4' LENGTH FIXTURE, 2 LAMP, 120V WITH 10% UPLIGHT	LITHONIA AF10-232-120GEB	2 LAMP, T8 FLUORESCENT	CEILING MOUNTED						
D	SITE LIGHT PER DETAIL 16500-01	LITHONIA, KSE1	150W HPS	20' POLE MOUNT, LITHONIA SSS 205C. PROVIDE PHOTOCELL WHERE SHOWN						
E	OUTDOOR HPS, POLE MOUNTED, 120V	LITHONIA, KSE1	1-100 HPS	MOUNT ON 10'-0" POLE, SEE POLE BASE DETAIL ON 0E-03						
F	WALL MOUNTED EMERGENCY FIXTURE WITH 2 LAMPS HALOGEN, 2-12W LAMPS, 120V, SEALED MAINTENANCE-FREE 12V LEAD CALCIUM BATTERY AND BUILT IN CIRCUITRY PROTECTION	LITHONIA MCPHILBEN CTXR12L54WVSWM	2-12W HALOGEN LAMPS	MOUNT FIXTURE AT 8'-0" AFF						
G	WALL MOUNT FIXTURE WITH CORROSION RESISTANT DIE CAST ALUM HOUSING WITH BRONZE THERMOSET POLYESTER POWDER FINISH AND SEALED AND GASKETED REFRACTOR, 100W HPS, 120V LISTED FOR WET LOCATIONS	LITHONIA WALL PAKS TWP-100S-120CR-LP1	1-100W, HPS LAMP	WALL MOUNT 9'-0" AFF						
Н	EXIT LIGHT WITH MATTE BLACK HOUSING AND BRUSHED ALUMINUM FACE WITH PROTECTIVE COATING, BACK MOUNTED WITH EMERGENCY LED SINGLE FACE, DIRECTIONAL ARROW KNOCKOUT, GREEN PANEL AND 120V WITH NICAD BATTERY	MCPHILBEN ER30VL-1G	LED LAMP	WITH BATTERY BACK-UP AND UNIVERSAL MOUNTING						

PANEL SCHEDULES

0 1" 2"

<u>"</u>	FILENAME	30333-0E-06.dwg
_	SCALE	NONE





DUCT BANK SCHEDULE										
SECTION	POWER SIZE	POWER CONDUIT	CONTROL SIZE	CONTROL CONDUIT	SPARE SIZE	SPARE CONDUIT				
1	2 - 3/4"	P001 P002			1"	P003, STUB UP & CAP AT EDGE OF STRUCTURE				
2	2 - 3/4"	P004 P005	1" 1"	C007 C008						
3	2 - 2 1/2"	P012A P012B	2"	C004	2 2	P013 P014				
4 PG&E	2 - 5"	P007A P007B P007C								
5	4"	P008	1"	C001A C001B						
6	2½" 2½" ¾" ¾"	P009A P009B P010 P011	1" 1"	C001B C005						
7	4" 4" 4" 4"	P007A P007B P007C P008	1"	C001A C001B						
8	2 1/2" 2 1/2"	P012A P012B	2"	C002	2" 2" 2"	C012 P013 P014				
9	EXIST	P008	1"	C001A C001B						
10			2"	C002	2"	C012				
11	3/4"	P019								
12	1" 1" 1"	P018 P020 P021 P022	1" 1" 1" 1" 1"	C003 C006 C009 C010 C011						
13	1" 1"	P020 P021								
14	2 1/2" 2 1/2" 1" 1" 1" 1"	P012A P012B P018 P020 P021 P022	2" 1" 1" 1" 1"	C002 C003 C006 C009 C010 C011	2" 2" 2"	C012 P013 P014				

	OUND DO	י אואאט וכ	CONDUIT SCHEDULE				
TAG ID	FROM	то	CONDUCTORS				
P001	SCREEN LCP	PB-1	PULL BACK EXISTING 3#10, 1#12G, 2#12 FROM COMMINUTOR AND EXTEND TO SCREEN LCP				
P002	SCEENING/ DIVERSION STRUCTURE	PB-1	3#10, 1#12G SPLICE TO EXISTING 3#10, 1#12G LIGHT & OUTLET & CIRCUIT IN PB-1 USING WP SPLICE				
P003	SCREENING/ DIVERSION STRUCTURE	PB-1	PULL CORD				
P004	RETURN PUMP 1	SERVICE SWBD	3#10, 1#10G				
P005	RPS 1 LIGHTS AND OUTLET	PANEL SSWBD	3#10, 1#10G				
P006	TAKE OFF POLE	PG&E TRANSFORMER, PER PG&E SPECS	BY PG&E				
P007A P007B P007C	PG&E TRANSFORMER	SERVICE SWBD, PER PG&E SPECS	BY PG&E				
P008	SERICE SWBD	PB-14 AND EXST MSWBD	3#500 KCMIL, 1#4/0N, 1#3G				
P009A P009B	STANDBY GENERATOR	SERVICE SWBD	4#4/0, 1#2/0G				
P010	SERVICE SWBD	GENERATOR BLOCK HEATER	2#12, 1#12G				
P011	SERVICE SWBD	GENERATOR BATT CHARGER	2#12, 1#12G				
P012A	SERVICE SWBD	MCC-D	3-250 KCMIL, 1#1/0N, 1#2G				
P012B	SERVICE SWBD	MCC-D	3-250 KCMIL, 1#1/0N, 1#2G				
P013	SERVICE SWBD	MCC-D	PULL CORD				
P014	SERVICE SWBD	MCC-D	PULL CORD				
P015							
P016	PB-8	SERVICE SWBD	PULL CORD				
P017	PB-8	SERVICE SWBD	PULL CORD				
P018	INFLUENT PS LIGHTS & OUTLET	PANEL-UV	3#10, 1#10G				
P019	PANEL-SWBD	LIGHT	2#12, 1#12G				
P020	RETURN PUMP 2	MCC-D	3#10, 1#10G				
P021	INFLUENT PUMP 1	MCC-D	3#10, 1#10G				
P022	INFLUENT PUMP 2	MCC-D	3#10, 1#10G				
C001A	PG&E METER	TELE BOARD					
C001B	GENERATOR	AUTODIALER	2#14				
C002	DEWATERING BUILDING TELEPHONE TERMINAL	EXISTING TELEPHONE TERMINAL & AUTODIALER	6 PR TELEPHONE 2-CAT6 CABLES 2#14				
C003	RETURN PUMP 2	MCC-D	TSP				
C004	SERVICE SWBD	PB-3	PULL CORD, 2#14				
C005	GENERATOR	ATS	2#12				
C006	RETURN PUMP 2	MCC-D	4#12				
C007	RETURN PUMP 1	SERVICE SWBD	4#12				
C008	RETURN PUMP 1	SERVICE SWBD	TSP				
C009	INFLUENT PS	CD-3	2-TSP				
C010	INFLUENT PS	MCC-D	2-TSP				
C011	INFLUENT PS	MCC-D	8#12				
C012	DEWATERING BLDG TELE TERMINAL	EXIST TELE TERMINAL	PULLCORD				

PULLBOX SCHEDULE					
PB	MINIMUM SIZE	LOADING			
1	EXISTING	EXISTING			
2	30"x24"x24"D	H-20			
3	24"x12"x24"D	H-20			
4	30"x24"x24"D	H-20			
5	24"x12"x24"D	H-20			
6	30"x24"x24"D	H-20			
7	24"x12"x24"D	H-20			
8	24"x12"x24"D	LIGHT TRAFFIC			
9	24"x12"x24"D	LIGHT TRAFFIC			
10	24"x12"x24"D	LIGHT TRAFFIC			
11	24"x12"x24"D	LIGHT TRAFFIC			
12	24"x12"x24"D	LIGHT TRAFFIC			
13	30"x30"x30"D	H-20			

HOR	
HDR Engineering, Inc.	

1	1/27/10	CORRECTED PER CONSTRUCTION RECORDS
0	7/27/07	CONFORMED FOR CONSTRUCTION
		(INCLUDES ADDENDA No. 1)
Α	3/21/07	ISSUED FOR BIDS
ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	CRAIG A. OLSON
DESIGNED	
DESIGNED	
CHECKED	
DRAWN	N. RIZZATO
DATE	MARCH 2007
PROJECT NUMBER	202087-30333



ELECTRICAL DUCT BANK SCHEDULE, CONDUIT SCHEDULE AND PULLBOX SCHEDULE



,,,	FILENAME	30333-0E-11.dwg
1	SCALE	NONE

0E-11



AGREEMENT FOR CONTRACT SERVICES

THIS AC	GRE	EME:	NT	is made	ar	nd entered i	into on this _				_ 0	of,	2021 by	and
between	the	City	of	Colfax,	a	municipal	corporation	of	the	State	of	California	("City")	and
				("Conti	ac	ctor".)								

RECITALS

- A. The City desires to retain Contractor to provide the Services set forth in detail in **Exhibit A** hereto (the "Services") subject to the terms and conditions of this Agreement.
- B. Contractor is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Contractor agree as follows:

Section 1. Services.

Subject to the terms and conditions set forth in this Agreement, Contractor shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the "Services") to the satisfaction of the City. Contractor shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

Section 2. Time of Completion.

Contractor's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Contractor shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. Performance of the Services shall progress and conclude in accordance with the schedule set forth in Exhibit A. During the performance of the Services, Contractor shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Contractor shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Contractor performs the Services to the satisfaction of the City, the City shall pay the Contractor an all inclusive compensation that shall

not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Contractor no later than thirty (30) days after approval of the monthly invoice by City's staff.

- B. The Contractor's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Contractor and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.
- C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Contractor's relevant records pertaining to the charges.
- D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

Section 4. Professional Ability; Standard of Quality.

City has relied upon the professional training and ability of Contractor to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Contractor under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

Section 5. Indemnification.

Contractor shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Contractor who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

Section 6. Insurance.

Without limiting Contractor's indemnification obligations provided for above, Contractor shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than A. Contractor shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Contractor has also been obtained by the

subcontractor.

- A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Contractor may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Contractor shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Contractor and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.
- C. <u>Automobile Liability Coverage</u>. Automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. <u>Policy Endorsements</u>. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
 - 1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Contractor.
 - 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 - 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by

- the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
- 4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
- 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. <u>Professional Liability Coverage</u>. If required by the City, Contractor shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. <u>Insurance Certificates and Endorsements</u>. Prior to commencing the Services under this Agreement, Contractor shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Contractor should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. <u>Deductible and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. <u>Termination of Insurance</u>. If the City receives notification that Contractor's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Contractor does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Contractor for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

Contractor may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Contractor shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the

payment of any monies due to any such subcontractor except as otherwise is required by law.

Section 8. Assignment.

Contractor shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

Section 9. Entire Agreement.

This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Section 10. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the Superior Court of the State of California with venue in Placer County, California.

Section 11. Suspension of Services.

Upon written request by Contractor, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Contractor make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

Section 12. Termination of Services.

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Contractor. Upon receipt of notice of termination, Contractor shall stop performance of the Services at the stage directed by City. Contractor shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Contractor shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Contractor fail to perform any of the obligations required of Contractor within the time and in the manner provided for under the terms of this Agreement, or should Contractor violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Contractor with seven (7) days written notice of such termination. The Contractor shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Contractor the amount of damage sustained or estimated by City resulting from Contractor's breach of this

Agreement.

Contractor's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

Section 13. Independent Contractor.

Contractor shall in all respects be an independent contractor and not an agent or employee of City. Contractor has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Contractor shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Contractor receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Contractor shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Contractor shall submit completed W-9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

Section 14. Ownership of Documents.

Within thirty (30) days after the Contractor substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Contractor shall deliver to the City all files, records, materials and documents drafted or prepared by Contractor's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Contractor. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Contractor for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Contractor may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Contractor.

Section 15. Changes and/or Extra Work.

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Contractor. Contractor expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Contractor to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Contractor thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Contractor and City agree that extra and/or changed Services are required, or that additional compensation shall be

awarded to Contractor for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Contractor and the necessary City officials before the extra and/or changed Services are provided.

Section 16. Compliance with Federal, State and Local Laws.

Contractor shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Contractor's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

Section 17. Retention of Records.

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to the Services, and Contractor shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual written consent of the parties.

Section 20. Entire Agreement; Amendment.

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

Section 21. Time of the Essence.

Time is of the essence in the performance of the Services. The Contractor will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

Section 22. Written Notification.

Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City:

City of Colfax
33 S. Main Street
Colfax, CA 95713

If to Contractor:

Section 23. Execution.

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 24. Successors. This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

Section 25. Attorney's Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY	CONTRACTOR
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date
APPROVED AS TO FORM:	
	_
City Attorney	