

NOTICE TO PROCEED

Date: November 14, 2017

Contractor: EC Electric, Inc.

Project: Persigo Switch Gear Cabinets Installation RFQ-4424-17-DH

In accordance with the contract dated <u>November 6, 2017</u> the Contractor is hereby notified to begin work on the Project on or before <u>November 16, 2017</u>.

The date of final completion as determined is <u>December 29, 2017</u>.

CITY OF GRAND JUNCTION, COLORADO

Duane Hoff	
Duane Hoff Jr., Senior Buyer	

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: EC Electric, Inc.

DocuSigned by:

By: Matt Benton, El Elevic, Inc.

Print Name: Matt Benton, EC Elecric, Inc.

Title: Service Manager

Date: 11/14/2017 | 17:26 MST



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 6th day of October, 2017 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and EC Electric, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner received quotes for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Persigo Electric Switch Gear Cabinets Installation RFQ-4424-17-DH.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents:

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

<u>Contract Documents</u>: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project; **Persigo Electric Switch Gear Cabinets Installation:**
- c. Contractors Response to the Solicitation
- d. Work Change Requests (directing that changed work be performed);
- e. Field Orders

f. Change Orders.

ARTICLE 2

<u>Definitions:</u> The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

<u>Contract Work:</u> The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

<u>Contract Time</u>: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Nine Thousand Nine Hundred Ninety Four and 00/100 Dollars (\$9,994.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council or Mesa County Board of County Commissioners for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. thirty days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or

consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

<u>Contract Binding:</u> The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 7

<u>Severability:</u> If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

By: Duane Hoff	11/6/2017 16:00 MST	
Duane Hoff Jr., Senior Buyer	Date	
EC Electric, Inc.		
DocuSigned by:		
By: Matt Button, El Eluric, Inc. Matt Benton, El Elecric, Inc. Service Manager	11/6/2017 15:02 MST	
Matt Benton, EC Elecric, Inc. Service Manager	Date	



Purchasing Division

REQUEST FOR QUOTE

RFQ-4424-17-DH PERSIGO ELECTRIC SWITCH GEAR CABINETS REPLACEMENT

Responses Due:

November 2, 2017 prior to 3:30pm duaneh@gjcity.org

Purchasing Representative:

Duane Hoff Jr., Senior Buyer Phone (970) 244-1545 <u>duaneh@gjcity.org</u>

Submittal by EMAIL is required for this quote

1. SCOPE

- 1.1 The City of Grand Junction is soliciting competitive quotes from qualified and interested companies to remove the existing medium voltage electrical cabinets and install new electrical cabinets for the Persigo Wastewater Treatment Plant.
- 1.2 **The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.

2. REQUIREMENTS/SCOPE OF WORK

- 2.1 General Requirements & Scope of Work:
 - 2.1.1 Delivery of Quotes: Offerors shall submit their quote via email to the Purchasing Representative prior to the date, and time as stated on cover page of this RFQ. Late quotes will not be considered.
 - 2.1.2 Specifications/Scope:

Mandatory Site Visit Meeting: <u>Prospective bidders are required to attend a mandatory site visit meeting on October 26, 2017 at 11:00am</u>. Meeting location shall be in the Persigo Wastewater Treatment Plant Conference Room, located at 2145 River Road, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

Plans:

The new cabinets were built by S&C Electric Company and submittal drawings from S&C are attached to this document, as well as, the cable connection details. The new switch gear cabinets are on-site and the prospective bidders will be able to see and look inside the cabinets during the site visit.

Electrical contractor's responsibilities include:

PHASE 1:

- Install three (3) new 4" dia. electrical conduits from the Xcel Energy meter to the new location of Bay 1 per the S&C drawings. Conduit shall be installed per electrical standards for bury depth. Electrical warning tape shall be installed in the trench above the conduits during backfill operations. Contractor responsible for all excavation, installation of conduit, warning tape, backfill, and compaction. City will furnish conduit and elbow fittings. Approximate length of trenching is about 20-ft. Total length of conduit to be installed is about 60-ft. Conduit and conduit fittings are on-site.
- Install new standard 1/0 Al 15kV cables from Xcel's meter to Bay 1. Supply standard Xcel Energy load break elbow terminations for connection into Xcel's meter. Connection into Bay 1 shall be per S&C Electric Company's details. Total length needed of 1/0 cable will be about 60-ft
- City will hire a concrete contractor to pour the new concrete pad for Bay 1 once the conduit and cables are installed and trenches are backfilled and compacted.

PHASE 2:

- Remove Existing Cabinets Once new concrete pad has cured, the Contractor shall gear up for removal of the existing switch gear cabinets. This will require disconnecting the existing cables in Bay 3 and Bay 4, removing anchor bolts, making all necessary electrical disconnects and safety precautions to have the existing cabinets ready for removal.
- Remove Existing Cabinets Contractor shall have a crane on-site to remove the old cabinets and install the new cabinets. Contractor is responsible for hiring a crane capable of handling the cabinets weight.
- New Cabinets Installation This work shall be completed after Xcel Energy has installed the new meter. At this time, there isn't an exact date when Xcel will have this new meter installed and hooked up to the existing ATO. The City's goal is to have these new cabinets installed by the end of November 2017.
- New Cabinets Installation The Contractor has a maximum time period of <u>6-hours</u> from start to finish to complete the power outage, electrical disconnects, cabinet removal, new cabinet installation, new anchor bolt installation, cable hookup, testing, and all other necessary steps for a successful switch over. The reason for the 6-hour timeframe is the bacteria/bugs in the aeration basins will begin to die off with the aeration (oxygen bubbles) being turned off. The sooner the work is completed the better it will be for Persigo's operations.
- New Cabinets Installation Prior to the power outage, the Contractor can install Bay 1 and get it hooked up to the new Xcel Energy meter. This will help shorten the amount of time the plant is without power when the existing cabinets are removed and the new cabinets are installed.
- New Cabinets Installation This work needs to happen on either a Tuesday, Wednesday, or Thursday.

City's responsibilities include:

- Hire a concrete contractor to pour the new concrete pad for Bay 1. Once conduits are installed and backfilled the City will have the concrete pad poured.
- With the help of the contractor, the City will coordinate with Xcel Energy the power outage needed for cabinet replacement. Xcel Energy shall be on-site during cabinet replacement. Xcel Energy plans to haul off the old switch gear cabinets. Contractor is not responsible for disposal of the existing electrical cabinets.
- City personnel will be present during switch to lend support, help and knowledge of Persigo WWTP.
 - 2.1.3 Award(s) shall be based upon the lowest responsive and responsible Offeror that meets the required specifications and demonstrated capabilities.
 - 2.1.4 All prices submitted by Offeror on the attached response form shall be all inclusive to include, but not limited to: materials, tools, labor, travel, shipping (FOB Destination, Freight Pre-Paid and Allowed), installation, insurance, training charges, etc.
 - 2.1.5 For City of Grand Junction Purchases, invoices shall be submitted to: City of Grand Junction

Persigo Waste Water Treatment Plant

2145 River Road

Grand Junction, CO 81505

and shall reference: the Purchase Order number, the name of the agency and the date.

<u>NOTE:</u> Payment may be delayed if the above information is omitted from any submitted invoice.

- 3. Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:
 - (a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.
 - (b) General Liability insurance with minimum limits of:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary

insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

The attached form must be used for your response. Failure to comply may result in your disqualification for this procurement.

RFQ-4424-17-DH

PERSIGO ELECTRIC SWITCH GEAR CABINETS INSTALLATION

DESCRIPTION	TOTAL PRICE
To install switch gear cabinets and equipment at Persigo WWTP, per scope of work.	

Written Total Price

- City of Grand Junction payment terms shall be Net 30 days.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.

DOLLARS

(Company Name – Typed or Printed)	(Phone Number)
(Address)	(Authorized Dealer Agent – Typed or Printed)
(City, State, and Zip Code)	(Authorized Agent Signature)
(Email Address of Agent or Sales Contact)	(Date)

NOTES:

- 1. DIMENSIONS SHOWN ARE FOR CUSTOMER INFORMATION AND ARE NOT SUBJECT TO CHANGE.
- 2. WHEN MAKING CONNECTIONS, CAUTION SHOULD BE USED TO AVOID PLACING ANY INTENTIONAL STRAIN UPON ANY TERMINAL PAD, INCLUDING A SWITCH OR FUSE TERMINAL PAD, IT IS IMPORTANT THAT EACH CABLE-TERMINATOR CONNECTION BE FLAT AGAINST THE CORRESPONDING TERMINAL PAD, WITH THE BOLT HOLES IN ALIGNMENT. DO NOT USE THE CONNECTING BOLTS TO PULL THE CABLES INTO ALIGNMENT. SECURE CABLE FIRMLY TO CABLE SUPPORT ANGLE WHERE FURNISHED.
- 3. ALL HANDLES AND DOORS HAVE PROVISIONS FOR PADLOCKING, 3/8-INCH MAX. DIAMETER SHACKLE.
- ALL CABLE CONNECTORS EXCEPT STATION GROUND CONNECTORS TO BE FURNISHED BY OTHERS. S&C TO FURNISH TWO-HOLE NEMA DRILLING.
- 5. PROVISIONS FOR FUTURE BUS EXTENSION.
- APPROXIMATE PROJECTION OF CABLE CENTERLINES. ALL BAYS HAVE A CONTINUOUS 2-INCH FLANGE AROUND THE BOTTOM EDGE.
- 7. APPROXIMATE WEIGHT PER BAY IS 3000 LBS.
- 8. EACH BAY SHIPPED SEPARATELY.
- 9. BAY ENCLOSURE MATERIAL: 11 GAGE REINFORCED MILD STEEL SHEET.
- 10. BUS MATERIAL: MAIN & GROUND BUS ALUMINUM.
- 11. FINISH: S&C ULTRADUR OUTDOOR FINISH LIGHT GRAY MEETING THE REQUIREMENTS OF ANSI STANDARD Z55.1
- 12. CUSTOMER TO DETERMINE THAT CABLE-TRAINING SPACE IS ADEQUATE.
- 13. APPROXIMATE CONDUIT LOCATION FOR CUSTOMER CONNECTION TO LOW-VOLTAGE CIRCUITS.
- 14. INSTRUCTION BOOK IS LOCATED IN BAY 1.
- 15. THIS SWITCHGEAR ASSEMBLY IS UL LISTED. ALL ENCLOSURES ARE CATEGORY B PER ANSI/IEEE C37.20.3.
- 16. LOW-VOLTAGE DEVICES INCLUDING HEATERS WIRED PER:
 QCDR-17078 INTERCONNECTION WIRING DIAGRAM

NAMEPLATE DATA	
VOLTAGE RATINGS:	
KV, NOMINAL	13.8
KV, MAX	17
KV, POWER FREQUENCY WITHSTAND	36
KV, LIGHTNING IMPULSE WITHSTAND (BIL)	95
MAIN BUS, AMPERES CONTINUOUS	600
SHORT-CIRCUIT RATINGS:	
AMPERES, RMS, SYMMETRICAL	25,000
MVA THREE-PHASE SYM. AT RATED NOMINAL VOLTAGE	600
DUTY-CYCLE FAULT-CLOSING AMPERES, RMS, ASYMMETRICAL	40,000
FREQUENCY, HZ	60
PEAK WITHSTAND (MOMENTARY) PEAK AMPERES	65,000
SHORT-TIME WITHSTAND, AMPERES, RMS, SYMMETRICAL	25,000
SHORT-TIME WITHSTAND, DURATION, SECONDS	1

SOLD TO: MEDIUM VOLTAGE ACCESSORY
P.O. NUMBER: 15392
USER/PROJECT: PERSIGO WWTP
S&C S.O. NUMBER: 586384

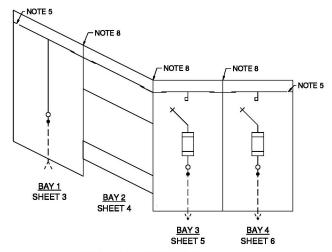
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					NOR POSSESSION THEREOF INFERS OR TRANSFERS ANY RIGHT IN OR LICENSE TO USE THIS DOCUMENT, THE SUBJECT MATTER THEREOF, OR ANY DESIGN OR TECHNICAL INFORMATION SHOWN THEREON; OR ANY RIGHT
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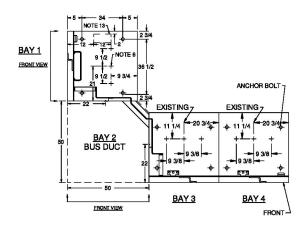


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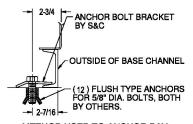
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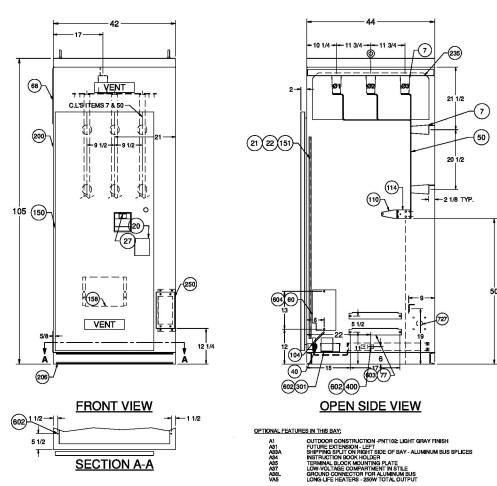


ANCHOR BOLT PLAN VIEW



METHOD USED TO ANCHOR BAY

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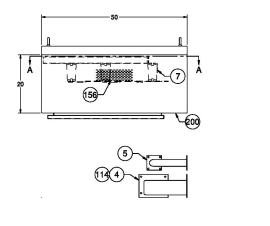
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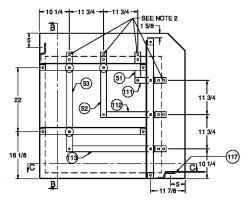
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 CONDUIT TO 9E INSTALLED AS NEEDED IN FINAL ASSEMBLY.

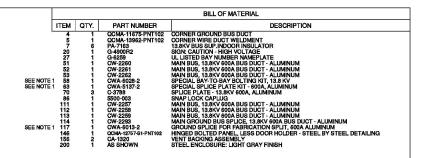
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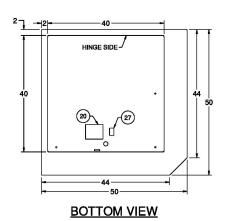
S&C ELECTRIC COMPANY Excellence Through Innovation		
DESCRIPTION BAY 1	SHEET 3 OF 6	
	DRAWING NO.	SF
MODULE: A-21471 OPTIONS: A1,A31,A33A,A34,A35,A37,A38L,VA5	CDA-851662	30

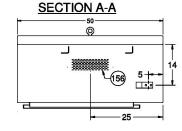


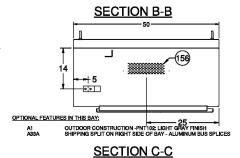




FRONT VIEW







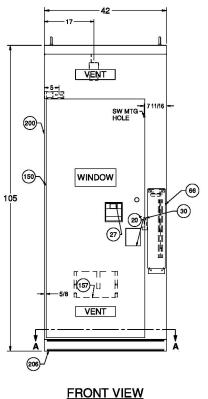
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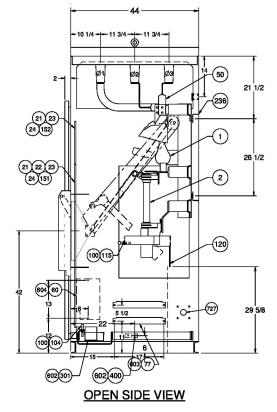
2.	MOUNTING BOLTS FOR BUS SPLICE PLATES MUST HAVE HEAD OF BOLT ON TOP OF MAIN BUS.	

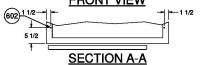
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001	SC594924	8/17/2017	DN	REVOLVED BUS DUCT AND MOVED BAY 1	CARRIED OUT. PROPRIETARY STATEMENT: THIS DOCUMENT AND ALL PREVIOUS ISSUES ARE THE SECRET AND CONFIDENTIAL PROPERTY.	PROJE
-					OF SAC ELECTRIC COMPANY (19AC1), 6601 NORTH RIDGE BOULEVARD, CHICAGO, ILLINOIS, AND NETTHER RECEIPT NOR POSSESSION THEREOF INFERS OR TRANSFERS ANY RIGHT IN OR LICENSE TO USE THIS DOCUMENT, THE	
-					Subject matter thereof, or any design or technical information shown thereon; or any right to reproduce this document or any part thereof, neither this document nor any information	1000
					-CONTAINED THEREIN MAY BE COPED, REPRODUCED, OR OTHERWISE USED OR DISCLOSED TO ANY OTHER PARTY WITHOUT FIRST OBTAINS THE EXPRESS WRITTEN PERMISSION OF SIC. THE DOCUMENT IS PROVIDED THE UNDER THE EXPRESS CONDITION THAT IT WILL SE HELD IN CONFIDENCE BY THE RECYPENT. THAT IT IS SUBJECT TO	PRODU
					RETURN UPON DEMAND, AND THAT IT WILL NOT BE USED IN ANY WAY DETRIMENTAL TO SEC.	

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S&C ELECTRIC COMPANY Excellence Through Innovation		
DESCRIPTION BAY 2	SHEET 4 OF 6	
	DRAWING NO.	SF
MODULE: UD-21501 OPTIONS: A1,A33A	CDA-851662	JL







OPTIONAL FEATURES IN THIS BAY:

OUTDOOR CONSTRUCTION-PRITIES LIGHT GRAY FINISH
PALLOCKABLE SWITCH HANDLE COVER.
SHIPPING SPLIT ON RIGHT SIDE OF BAY: ALUMINUM BUS SPLICES
TERMINUA. BLOCK MOUNTING PLATE
AB. CHANGE GROUND STUDS IN LIEU OF SAC GROUND STUDS
LONG-LIFE HARTERS: 250W TOTAL OUTPUT.

NOTES:

- DOOR CANNOT BE OPENED WHEN INTERRUPTER SWITCH IS CLOSED, AND INTERRUPTER SWITCH CANNOT BE CLOSED WHEN DOOR IS OPEN.
 ITEMS 56 AND 57 TO BE SHIPPED LOOSE FOR ASSEMBLING SWITCHGEAR IN THE FIELD.
 THIS BAY HAS 240Y HEATERS WIRDE FOR USE WITH 1151/20Y SUPPLY. HEATER OUTPUT IS ZOW PER BAY.
 CONDUITT OF BE INSTALLED AS NEEDED IN FINAL ASSEMBLY.

				DEMONS	A CAUTION	DRAWING SIZE	DRAW
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					JSURJECT MATTER, THEREOF, OR ANY DESIGN OR TECHNICAL INFORMATION SHOWN THEREON; OR ANY RIGHT	NEXT ASSEMBLY	
					TO REPRODUCE THIS DOCUMENT OR ANY PART THEREOF, NETTHER THIS DOCUMENT NOR ANY NEORMATION		
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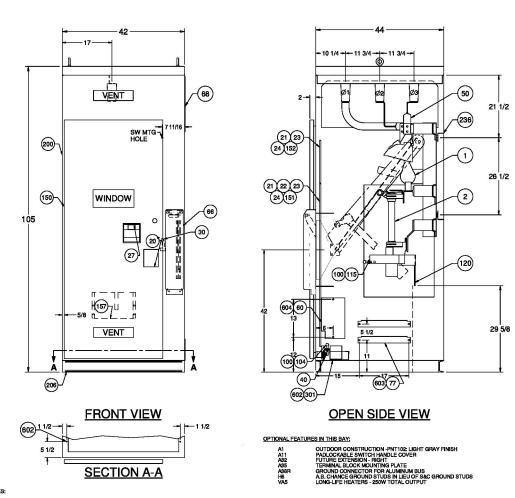
S&C ELECTRIC COMPANY Excellence Through Innovation		
DESCRIPTION BAY 3	SHEET 5 OF 6	
MODULE: A-21451 OPTIONS: A1,A11,A33A,A35R,H6,VA5	DRAWING NO. CDA-851662	Si

	- 1	1	255422R3-Q113	MINI-RUPTER SWITCH, SM-5S POWER FUSES, 14,4KV PER ED-458R5-S5
	2 20 21	3	86642R2	SM-5S POWER FUSE HOLDER, 13.8KV
	20	1	G-4900R2	SIGN: CAUTION - HIGH VOLTAGE
	21	2	G-4959R1	SIGN: DANGER - HIGH VOLTAGE
	22	1	G-4901R1	WARNING SIGN
	22 23	2	G-4608R1	SIGN: SWITCH BLADES MAY BE ENERGIZED
	24	2	G-4609R1	SIGN: FUSES MAY BE ENERGIZED
	27	1	G-6259	UL LISTED BAY NUMBER NAMEPLATE
SEE NOTE	1 30	i	SA-40569-2	MECHANICAL DOOR INTERLOCK
	50	1	CWA-5046-1	13.8KV 600A MAIN & GROUND BUS ASSEMBLY, ALUMINUM
SEE NOTE	2 56	1	CWA-5036-1	BAY-TO-BAY BOLTING KIT. 13.8KV OUTDOOR GRAY GASKET
SEE NOTE		- 1	CWA-5050-2	SPLICE PLATE KIT - 13.8KV 600A. ALUMINUM
	60	i	C-1291	TERMINAL BLOCK MOUNTING PLATE
	64	à	CD-1720	ANCHOR BRACKET
	66	1	5298-PNT102	PADLOCKABLE HANDLE COVER FOR MINI-RUPTER
	77	2	CA-871-5	HEATER & GUARD, 240V, 500W
	86	1	5500-003	SNAP LOCK CAPLUG
	100	6	0611-306	AB CHANCE BALL GROUNDING STUD CAT #C600-2102
	104	1	CM-8809	GROUND STUD MOUNTING BRACKET, ALUMINUM
	115	3	S-87976	TERMINAL ADAPTER FOR SM-5S, ALUMINUM
	120	3	CWA-6012-4	REVERSE CABLE ADAPTER - SM-5S
	150	1	CMA-1149-17-PNT102	DOOR ASSEMBLY, SNAPLOCK AND WINDOW 33-7/8" W X 82" H
	151	- 1	CA-876-2	SCREEN DOOR ASSEMBLY, A = 28-3/4, B = 56-3/8
	152	1	CA-876-38	SCREEN DOOR ASSEMBLY, 28-3/4" W X 12-1/2" H
	156	4	CA-1320	VENT BACKING ASSEMBLY
	157	1	C-9107	FUSE STORAGE CONTAINER
	200	1	AS SHOWN	STEEL ENCLOSURE: LIGHT GRAY FINISH
	201	ź	CA-1269	EYE BOLT ASSEMBLY, WELDED INTO ROOF
	206	1	CWA-5071-33	BASE ASSEMBLY, 42" WIDE X 44" DEEP
	236	2	C-788	MINI-RUPTER SUPPORT ANGLE, 42" WIDE BAY, WELDED INTO BAY
	301	1	CMA-1422-4	WIRE DUCT & COVER ASSEMBLY, 42" BAY - 3" X 6-1/2"
	400	1	C-1098	GROUND BUS SUPPORT BRACKET
	602	3	1323-192	5/16-18 X 3/4 WELD STUD, WELDED INTO BAY
	603	4	0825-559	1/4-20 COLLARED WELD STUD, WELDED INTO BAY
	604	2	0825-190	1/4-20 X 3/4 WELD STUD, WELDED INTO BAY
	727	1	RD-7368 EAS	DRILLING FOR SEPARATE WIRE DUCT CUTOUT WITH CORNER BUS DUCT EXCEPT IN
				REAR

BILL OF MATERIAL

DESCRIPTION

ITEM QTY. PART NUMBER



BILL OF MATERIAL DESCRIPTION

MINI-RUPTER SWITCH, SM-8S POWER RUSES, 14.4KV PER ED-458R5-S5
SM-8S POWER RUSE HOLDER, 13.8KV
SIGN: CAUTION - HIGH VOLTAGE
WARNING SIGN
WARNING
WARNING SIGN
WARNING
WARN ITEM QTY. PART NUMBER DESCRIPTION 255422R3-Q113 255422R3-86642R2 G-4900R2 G-4959R1 G-4901R1 G-4608R1 20 21 22 23 24 27 30 40 50 64 68 77 86 100 115 115 120 201 206 602 236 603 604 G-4608H1 G-4609R1 G-6259 SA-40569-2 4745 CWA-5046-1 SEE NOTE 1 CWIA 5048-1 C1-231 CD-1720 CVU-1707-3-PNT102 CVU-1707-3-PNT102 CA-871-5 5500-003 0611-306 CM-8309 S-87978 CWA-5012-4 CWA-576-2 CA-876-38 CA-1320 C-9107 AS SHOWN C-9107 AS SHOWN CA-1269 CWA-5071-33 C-788 CMA-1422-4 1323-192 0825-559 0825-190

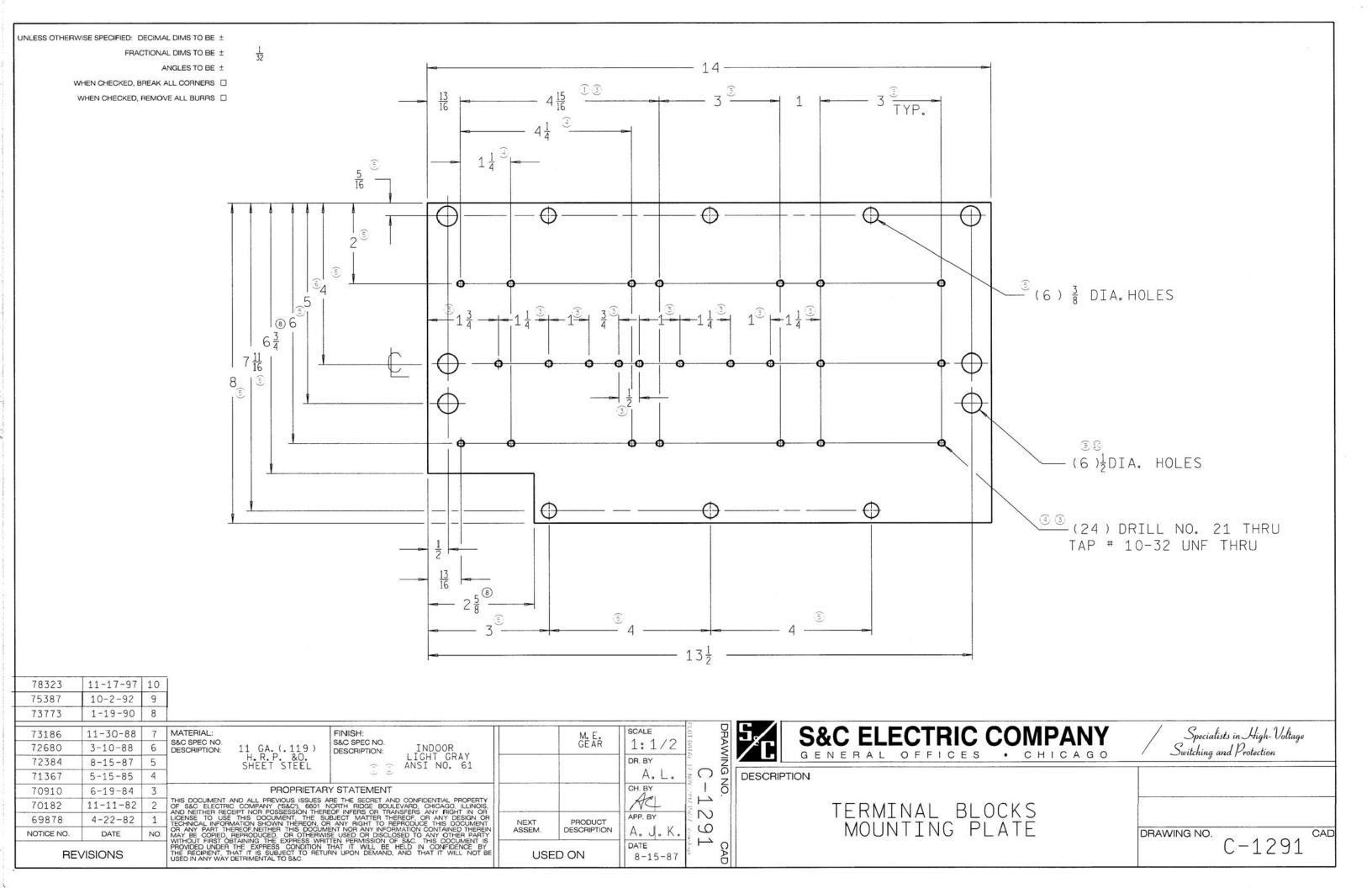
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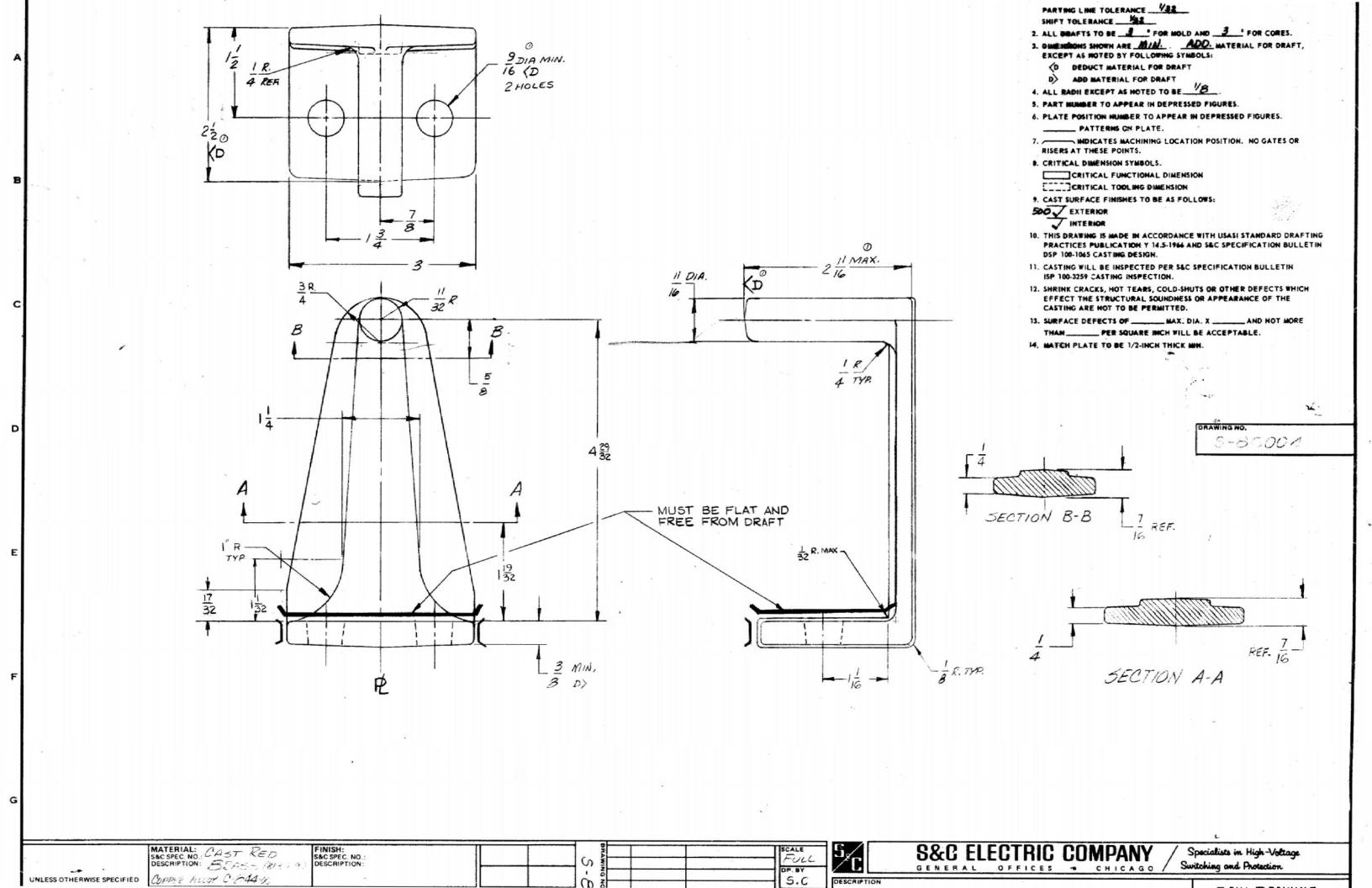
- DOOR CANNOT BE OPENED WHEN INTERRUPTER SWITCH IS CLOSED, AND INTERRUPTER SWITCH CANNOT BE CLOSED WHEN DOOR IS OPEN.
 THIS BAY HAS 240'V HEATERS WIRED FOR USE WITH 115/120V SUPPLY. HEATER OUTPUT IS 250W PER BAY.

				REVISIONS	ANY INSTALLATION, OPERATION, INSPECTION OR MAINTENANCE OF THE EQUIPMENT COVERED BY THIS DOCUMENT MUST BE	DRAWING SIZE C
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					NOR POSSESSION THEREOF INFERS OR TRANSFERS ANY RIGHT IN OR LICENSE TO USE THIS DOCUMENT, THE SUBJECT MATTER THEREOF, OR ANY DESIGN OR TECHNICAL INFORMATION SHOWN THEREON; OR ANY RIGHT	NEXT ASSEMBL
					TO REPRODUCE THIS DOCUMENT OR ANY PART THEREOF, NETHER THIS DOCUMENT NOR ANY NEORMATION CONTAINED THEREIN MAY BE COPED, REPRODUCED, OR OTHERWISE USED OR DISCLOSED TO ANY OTHER	
					PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF S&C. THIS DOCUMENT IS PROVIDED	PRODUCT DESC
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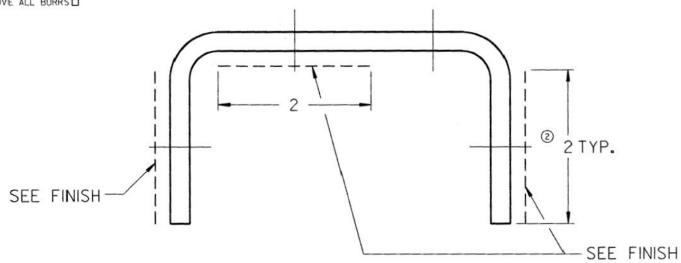
S&C ELECTRIC COMPANY Excellence Through Innovation		
DESCRIPTION BAY 4	SHEET 6 OF 6	
MODULE: A-21451 OPTIONS: A1,A11,A32,A35,A38R,H6,VA5	DRAWING NO. CDA-851662	S



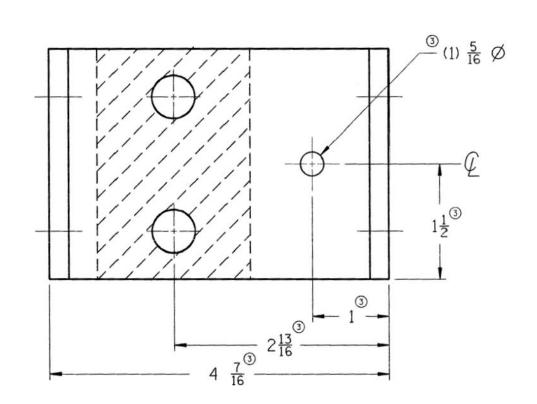


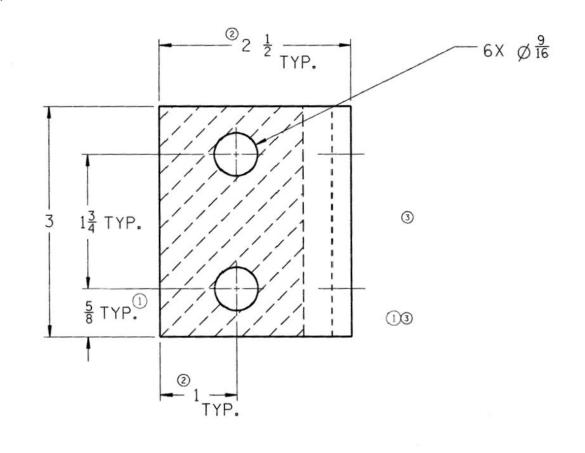
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5/C	S&C GENERA	EL
DESCRIP	TION (ALUN	AIN.
	CABLE	TE

ECTRIC COMPANY Specialists in High-Voltage Switching and Protection IUM) ERMINAL ADAPTER DRAWING NO. CAD C-8388 FAULT FITER OVER M.R. SWITCH



Purchasing Division

ADDENDUM NO. 1

DATE: October 30, 2017

FROM: City of Grand Junction Purchasing Division

TO: All Offerors

RE: Persigo Electric Switch Gear Cabinets Replacement RFQ-4424-17-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

- 1. The new cable to be installed from Xcel Energy's meter to Bay 1 shall be standard 1/0 Al 15kV cable or approved equal. The City will accept either concentric cable or tape shield cable. 1/0 Copper cable that is equivalent to or better than the Aluminum 15kV cable will be accepted.
- 2. Quantities of 4" dia. conduit and cable have been reduced. Only two conduits need to be installed between Xcel's meter and Bay 1. The total length of conduit and cable to be installed is estimated at about 40 lineal feet (+/-).
- 3. The Contractor is responsible for providing Stainless Steel concrete anchor bolts to secure the cabinets to the concrete pad. Bolt size shall be 5/8" dia. x 6" S.S. Expansion Anchor Bolts. A minimum of four anchor bolts shall be installed per bay for Bays 1, 3, and 4. The existing anchor bolts for Bay 3 and 4 can be reused as long as the bolts are in good shape, not damaged during removal, and tightly secured to the concrete pad.
- 4. The Contractor shall include in their quote the replacement of the existing end terminations in Bay 3 and 4. The existing terminations are 35 years old. It was decided during the site visit that replacing these end terminations would be in the best interest of the project. The Contractor shall replace the end terminations with new terminations that are equal to or better than the current end terminations. A total of six (6) end terminations are needed.
- 5. S&C Electric Company is not required to be on-site during the installation of the cabinets to certify torques and the installation. S&C's absence from installation will not void the S&C warranty.
- 6. At the time of issuing Addendum #1, the City had not received an answer from S&C Electric Company as to if the reverse cable adapter (item #120 in the submittal drawings) in Bays 3 and 4 can be unbolted from its current location and attached to the side of the fuse holder as was discussed during the site visit. For bidding purposes, please include in your total price the removal of the

reverse cable adapter from its current location and reattaching the cable adapter to the side of the fuse holder.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

Duane Hoff Jr., Senior Buyer City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 2

DATE: October 30, 2017

FROM: City of Grand Junction Purchasing Division

TO: All Offerors

RE: Persigo Electric Switch Gear Cabinets Replacement RFQ-4424-17-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

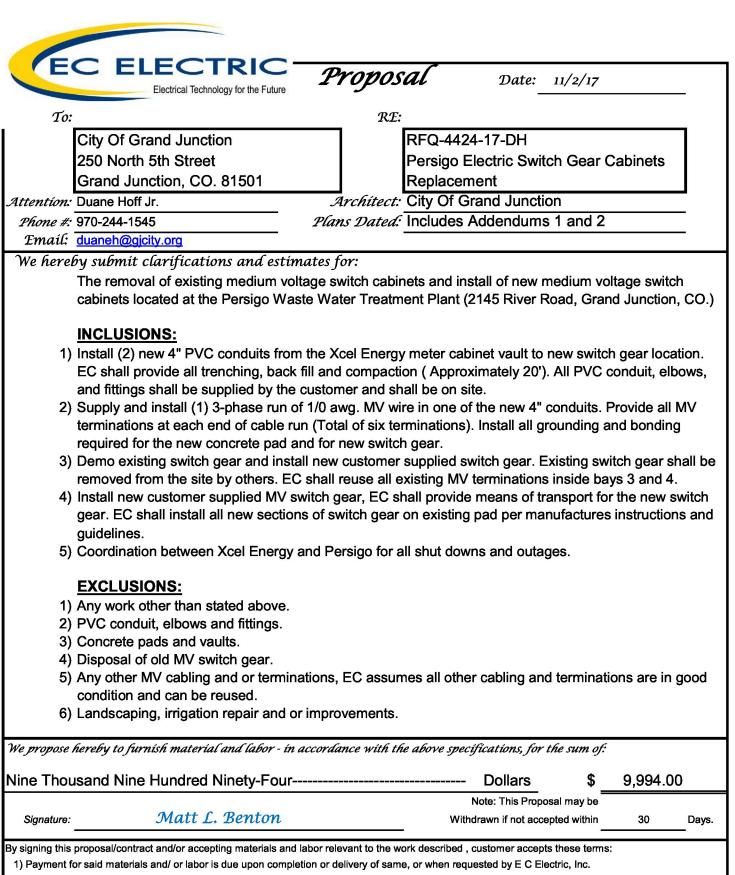
- 1. Delete Item #4 from Addendum #1. The project shall use the existing terminations for connecting to the new switch gear cabinets.
- 2. Item #6 from Addendum #1 remains unchanged. For bidding purposes, please include in your total price the removal of the reverse cable adapter from its current location and reattaching the cable adapter to the side of the fuse holder.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

Duane Hoff Jr., Senior Buyer City of Grand Junction, Colorado



- 2) Quoted prices are subject to known conditions, and any cost increases beyond our control may affect final prices.
- 3) A finance charge of 1 1/2 % per month (18% APR) will be added to any account not paid within 30 days of request.
- 4) All costs incurred while collecting past due accounts, including reasonable legal and attorney's fees, will be charged to that account.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and hereby accepted.

You are authorized to do the work as specified. Payment will be made as outlined above.

Signature	Date

exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

The attached form must be used for your response. Failure to comply may result in your disqualification for this procurement.

RFQ-4424-17-DH

PERSIGO ELECTRIC SWITCH GEAR CABINETS INSTALLATION

DESCRIPTION	TOTAL PRICE		
To install switch gear cabinets and equipment at Persigo WWTP, per scope of work.	₩ 9,994. ==		

Nine Thousand Nine Hundred Ninety-four And ooloo - DOLLARS
Written Total Price

- City of Grand Junction payment terms shall be Net 30 days.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.

EC Electaic Inc. (Company Name – Typed or Printed)	970-241-3362 (Phone Number)
2535 W. Pinyon Ave	MAH Benton (Authorized Dealer Agent – Typed or Printed)
Grand Tunction Co. 81505 (City, State, and Zip Code)	(Adthorized Agent Signature)
mbenton @ EC - Electric, Com (Email Address of Agent or Sales Contact)	11-2-17

MHOFF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776	CONTACT Ashley Anderson				
HUB International Insurance Services (COL) 2742 Crossroads Blvd	PHONE (A/C, No, Ext): (970) 254-3302 FAX (A/C, No): (866) 9	08-6374			
Grand Junction, CO 81506	E-MAIL ADDRESS: ashley.anderson@hubinternational.com				
	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A : Employers Mutual Casualty Company	21415			
INSURED	INSURER B : Pinnacol Assurance Company	41190			
EC Electric, Inc.	INSURER C:				
2535 W Pinyon Ave	INSURER D:				
Grand Junction, CO 81505	INSURER E :				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	SR ADDLISUBR POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR		TYPE OF INSURANCE	INSD	MAD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
Α	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	X	X	4X2601718	04/01/2017	04/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
Α	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO	X	X	4X2601718	04/01/2017	04/01/2018	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
		EXCESS LIAB CLAIMS-MADE			4X2601718	04/01/2017	04/01/2018	AGGREGATE	\$	5,000,000
		DED X RETENTION \$ 10,000							\$	
В	WOF	KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE OTH- ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE Y/N	N/A	X	4113799	04/01/2017	04/01/2018	E.L. EACH ACCIDENT	\$	1,000,000
	(Mar	datory in NH)	III / A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: RFQ-4424-17-DH Persigo Electric Switch Gear Cabinets. City of Grand Junction is included as additional insured under General Liability.

CERTIFICATE HOLDER	CANCELLATION

City of Grand Junction **Purchasing Division** 250 N. 5th Street Second Floor, Room # 245 Grand Junction, CO 81501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions j.(3) and (4) is amended to add the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE				
Limits Of Insurance	Deductible			
\$5,000 Each Occurrence	\$250 Per Claim			
\$10,000 Annual Aggregate				

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:
 - (1) insureds:
 - (2) claims made or "suits" brought;
 - (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE - ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs j.(3), j.(4), j.(6) and k. do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and Section IV – Commercial General Liability Conditions paragraph 4. Other Insurance is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under Section I – Coverage A, the last paragraph (after the exclusions) is replaced with the following: Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

F. MEDICAL PAYMENTS

If Section I – Coverage C. Medical Payments Coverage is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and **B** paragraphs **1.b.** and **1.d.** are replaced by the following:

- 1.b.Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d.All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSUREDS

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, Section II – Who Is An Insured of this policy.
- 2. As provided herein, the insurance coverage provided to such additional insureds is limited to:
 - a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In connection with your premises; or
 - (2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- **d.** Any state or governmental agency or subdivision or political subdivision, subject to the following:
 - (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - **(b)** The construction, erection or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance.
 - (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- **(b)** "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
 - **(b)** Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by any vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- (1) This insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land;
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

- The license granted to you by such person(s) or organization(s) expires; or
- Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- **k.** Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- I. Any Co-owner of Insured Premises, but only with respect to their liability as coowner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
- 3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
- 4. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, paragraph 2.a. (1) is amended to add the following:

e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, paragraph **3.a.** is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, paragraph **6.** is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS - INCREASED LIMITS

Section III – Limits of Insurance, paragraph **7.** is replaced by the following:

- 7. Subject to paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - (a) \$10,000; or

(b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions paragraph 4. Other Insurance is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions paragraph 6. Representations is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition paragraph 8. Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard".

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Section II Who Is An Insured is amended to include as an additional insured:
 - Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
 - 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- **b.** The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- **b.** "Your work" for the additional insured and included in the "products completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- **b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

 Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement described in Paragraph A.1.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- **E.** All other terms and conditions of this policy remain unchanged.

AMENDMENT — AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your projects away from premises owned by or rented to you.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

C. EMPLOYEES AS INSUREDS

The following is added to the Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

Changes In Covered Autos Liability Coverage
 The following is added to the Who Is An Insured Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in Section II Covered Autos Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- **b.** Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the Limits Of Insurance provision under Section III – Physical Damage Coverage.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

 The amount paid under the Physical Damage Coverage Section of the policy; and

2. Anv:

- a. Overdue lease/loan payments at the time of the "loss";
- Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

- This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
- 2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - **b.** 30 days.
- **4.** Our payment is limited to the lesser of the following amounts:
 - Necessary and actual expenses incurred; or
 - **b.** \$75 per day, subject to a \$2,250 limit.
- This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Transportation Expense Coverage Extension included in this endorsement.
- Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph C. Limit Of Insurance of Section III – Physical Damage Coverage

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- **c.** The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV — Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph A. Loss Conditions of Section IV Business Auto Conditions is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – **Definitions, C.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.





NCCI #: WC000313B Policy #: 4113799

E C Electric Inc 2535 W Pinyon Avenue Grand Junction, CO 81505 Hub Int. Ins Services Inc/Blanchard 2742 Crossroads Blvd. Grand Junction, CO 81506 (888) 795-0300

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: April 1, 2017 Expires on: April 1, 2018 Pinnacol Assurance has issued this endorsement April 3, 2017.

Construction and Natural Resources Center of Excellence Phone (303) 361-4200 / (866) 820-6129 Fax (303) 361-5200 / (888) 329-2216