

AGREEMENT FOR GOODS AND SERVICES
Three-Phase Solid Dielectric Multiway Switch with Automatic Transfer Package (ATC)

THIS AGREEMENT FOR GOODS AND SERVICE (hereinafter "Agreement") is made on this _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation (hereinafter the "CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **G&W Electric Company**, an Illinois corporation with its principal office located at 305 West Crossroad Parkway, Bolingbrook, IL 60440 (hereinafter the "CONTRACTOR"),.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Invitation for Bid #21-205 for the Three-Phase Solid Dielectric Multiway Switch with Automatic Transfer Package (ATC) (hereinafter "IFB"), which IFB is not attached but incorporated by the reference into this Agreement; and

WHEREAS, the CITY received three (3) responses to the IFB before the deadline; and

WHEREAS, the CONTRACTOR was found to be the lowest, responsive and responsible bidder and was recommended for the award; and

WHEREAS, the CONTRACTOR provided a bid that meets the City's requirements and standard specification; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid in order for CONTRACTOR to render the goods and services to the CITY as provided therein pursuant to the terms and conditions of this Agreement; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term shall commence upon the approval of this Agreement by the City Commission and the CITY's issuance of a Notice to Proceed. The CONTRACTOR agrees to provide all goods and services required under this Agreement as per the terms and timelines provided in the IFB.

2. SPECIFICATIONS

2.1 The specifications set forth in the IFB details the general design and fabrication requirements for one (1) Three-Phase Solid Dielectric Multiway Switch with Automatic Transfer

Package (ATC) to be provided to the CITY. The CONTRACTOR's specifications attached hereto as **Exhibit "A"** sets forth further details for the one (1) Three-Phase Solid Dielectric Multiway Switch with Automatic Transfer Package (ATC) to be provided to the CITY.

2.2 The CONTRACTOR represents to the CITY that all goods and services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR further warrants its capability and experience to perform the services provided for herein in a professional and competent manner.

2.4 The goods and services shall be provided by the CONTRACTOR or under its supervision and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The goods and services shall be provided and completed in accordance with the terms and conditions set forth in this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the provision of all goods and services under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the goods and services hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. MATERIALS

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the ITB and its specifications and Exhibit "A" unless otherwise specified in writing by the CITY.

5. FEE AND ORDERING MECHANISM

5.1 For the goods and services performed under this Agreement, the CONTRACTOR shall be paid an amount not to exceed **\$93,559.00**.

5.2 Should the CITY require additional goods and services, which additional goods and services are not included in this Agreement (but authorized by the ITB), the CITY and CONTRACTOR will prepare and execute a written amendment setting forth the additional goods

and services and the total cost for the same prior to any such additional goods or services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism is a CITY issued Purchase Order; however, the terms and conditions stated in this Agreement and any amendment thereto will apply. CONTRACTOR shall not exceed amounts expressed herein or in any CITY issued Purchase Order. The CITY's Fiscal Year ends on September 30th of each calendar year. Except for purchases authorized in a prior fiscal year and fully appropriated and funded, the CITY cannot authorize the purchase of additional goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the goods and services is as set forth above.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for the goods and services upon delivery, and final acceptance of the goods and all services by the CITY. Final acceptance occurs when the unit becomes fully operational and accepted by the CITY. The CONTRACTOR shall be paid by the CITY within thirty (30) days of receipt of an approved invoice for all goods and services.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the specifications or goods and services to be provided or perform any additional work or provide any additional materials under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely provide the goods and services or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CONTRACTOR does not remedy the default(s) within the timeframe provided in the CITY's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CITY, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work and all of the CITY's legal fees; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CITY, the CITY may elect to terminate this Agreement. No cancellation fee or other compensation shall be paid by the CITY for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph. However, CITY shall be responsible for the cancellation fee set forth in the CONTRACTOR's quote.

12.3 If the CITY fails to timely perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the CONTRACTOR may give written notice to the CITY specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CITY does not remedy the default(s) within the timeframe provided in the CONTRACTOR's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CONTRACTOR, the CONTRACTOR may take such action to remedy the default and all expenses related thereto shall be borne by the CITY; and/or, the CONTRACTOR may withhold any work. Alternatively, or in addition to the foregoing, if after three (3) business days the CITY has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CONTRACTOR, the CONTRACTOR may elect to terminate this Agreement.

13. INSURANCE

13.1. Prior to commencing any work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly

indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributing basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein); and, the CONTRACTOR's specifications (Exhibit "A"). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement (including Exhibit "A") shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may be executed electronically and such electronic signature shall be treated as an original signature of the party executing this Agreement electronically.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach
Attn: City Manager
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

G&W Electric Company.
Attn: Kyle Stromberg, AE Manager
305 West Crossroad Parkway.
Bolingbrook, IL 60440

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions

hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

26. PUBLIC ENTITY CRIMES

26.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in

excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

27. PREPARATION

27.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

28. PALM BEACH COUNTY INSPECTOR GENERAL

28.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

29. ENFORCEMENT COSTS

29.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

30. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from

the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

31. COPYRIGHTS AND/OR PATENT RIGHTS

31.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

32.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

33. FEDERAL AND STATE TAX

33.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will provide the CONTRACTOR with a signed exemption certificate submitted by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall CONTRACTOR be authorized to use the City's Tax Exemption Number in securing such materials.

34. PROTECTION OF PROPERTY

34.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

35. DAMAGE TO PERSONS OR PROPERTY

35.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

36. WARRANTY

36.1 CONTRACTOR warrants and guarantees to the CITY that goods and services provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all materials and parts supplied under this Agreement shall be free from defects for a minimum of 18 months from the final acceptance of the work. CONTRACTOR guarantees that all goods and services provided under this Agreement will be free from defects for a minimum of 18 months from the final acceptance of the work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under this Agreement.

37. SCRUTINIZED COMPANIES

37.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

37.2 If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

37.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

37.4 The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

37.5 The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

37.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

38. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, CONTRACTOR shall:

38.1 Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

38.2 Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

38.3 Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

38.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

38.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

38.6 Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

39. SURVIVABILITY

39.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (Three-Phase Solid Dielectric Multiway Switch with Automatic Transfer Package (ATC) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **G&W Electric Company**

By: *K Gill* Digitally signed by Kanwal Gill
Date: 2021.07.06 11:11:56 -05'00'

[Corporate Seal]

Print Name: Kanwal Gill

Title: Application Engineering Manager

STATE OF Illinois
COUNTY OF Kendall

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 6th day of July 2021, by Kanwal Gill, as the Application Engineering Manager [title] of **G&W Electric Company**, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind CONTRACTOR to the same.

Sara J. Ponto
Notary Public Signature
Notary Seal:



Exhibit "A"
Contractor's Specifications and Drawings (19 pages)

Three-Phase Solid Dielectric Multiway Switch with Automatic Transfer Package (ATC)

PAD MOUNT FRONT ACCESS STYLE

Part 1-GENERAL

1.1 DESCRIPTION

The switch shall consist of a solid dielectric insulated load break switches and resettable vacuum fault interrupter electronically controlled. The switch shall be controlled by an ATC-451 Automatic Transfer Control Package

1.2 QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** The chosen manufacturer shall have at least 10 years experience in manufacturing solid dielectric insulated medium voltage switchgear. The manufacturer shall be completely and solely responsible for the performance of the fault interrupter as rated.
- B. The manufacturer shall furnish certification of ratings of the switch upon request.
- C. The switch shall comply with requirements of the latest revision of applicable industry standards, including:

IEEE C37.74, IEEE C37.60, ANSI/IEEE 386, IEC60529, IEEE 592, ANSI/ IEEE C37.60.2 or equivalent, C37.60.1 or equivalent, IEC 60255-22, IEC 60255-21-1 or equivalent, IEC 60255-21-2 or equivalent
- D. The switch shall be tested to IEC 60529 for submersibility. The switch shall be rated IP68 for 20 days with a 20 foot head of water.
- E. The switch manufacturer shall be ISO 9001 and 14001 certified.
- F. The switch shall be RUS approved

1.3 DELIVERY, STORAGE, AND HANDLING

- A. The switch shall be shipped preassembled at the factory. No field assembly shall be required.
- B. The contractor, if applicable, shall handle, transfer and move the switches in accordance with manufacturer's recommendations.
- C. **Temperature Ranges**
 - a. Storage and Operational without Batteries: -40C to 70C
 - b. Operational (with Batteries): -20C to 70C

PART 2-PRODUCTS

2.1 SWITCH CONFIGURATION

- A. Each switch shall be equipped with 3-phase Trident-SR load break switch ways and 3-phase Trident-S fault interrupter ways, as indicated on the one-line diagram
- B. The switch shall be designed for front access to cables and operators

2.2 SWITCH CONSTRUCTION

- A. The switch shall be a dead-front design. The operating mechanism housing shall be stainless steel with a viewing window for verification of vacuum interrupter contact position. The mechanism housing shall be painted ANSI 70 light gray using corrosion-resistant epoxy paint. Operating handles shall be padlockable and adaptable to keylock schemes. The operating shaft shall be stainless steel providing maximum corrosion resistance. A double "O" ring shaft seal shall be used for a leak resistant, long life seal.
- B. The solid dielectric modules must be coated with a semi-conductive layer of epoxy, providing a completely dead front device. The semi-conductive layer must be tested to IEEE 592 to ensure it can carry fault current to ground so as to ensure operator safety.
- C. The switch shall be designed for long term operation in the harshest environments. The interrupter design must be tested to IEC60529 and achieve a protection rating of IP68, subjected to a 20' head of water pressure for 20 days.
- D. The switch shall interrupt all load and fault currents within the vacuum bottle.
- E. Each switch mechanism shall consist of three individual vacuum bottle assemblies mechanically linked to an operating mechanism.
- F. The load break ways shall be G&W Trident-SR 3-phase switch. The Trident-SR utilizes a magnetic actuator for high speed switch. The magnetic actuator must be sealed within the mechanism housing. No motors or external linkages to operate the load break switch shall be permitted.
- G. The fault interrupter ways shall be configured as follows (the specifier must choose)
 - Trident-S for 3-phase trip and reset
 - Trident-S w/ SafeVu for 3-phase trip and reset with integrated visible break (Up to 29.3kV only)
 - Trident-ST for 1 or 3-phase trip and reset
 - Combination as per provided three-line diagram (specifier must provide three-line diagram identifying each way)

2.3 DESIGN RATINGS

A. Switch Ratings

The switch shall be rated (*choose appropriate column*):

SELECTION OF RATINGS	IEEE/IEC			
Maximum Design Voltage, kV	15.5	27	29.3	38
Impulse Level (BIL) Voltage, kV	110 [†]	125	125	150
Continuous Current, Amperes	630*	630*	630*	630*
Load break Current, Amperes	630*	630*	630*	630*
One Minute Withstand (dry), AC kV	35	60	60	70
Production Test Rating	34	40	40	50
15 Minute Withstand, DC kV	53	78	78	103
Momentary Current, kA asymmetrical	20**	20	20	20
Fault Close Current, kA asymmetrical	20**	20	20	70
Fault Interrupter rating, kA asymmetrical	20**	20	20	20
Fault Interrupter rating, kA symmetrical	12.5**	12.5	12.5	12.5
Mechanical Endurance, Operations	2000	2000	2000	2000

* Non-SafeVu models available up to 800A continuous and load break rating upon request

* 15kV Trident-S switches have optional 16kA symmetrical (25.6kA asymmetrical) fault interrupt rating

† 15.5kV SafeVu rating is 95kV BIL

IEEE C37.60 Fault Interrupting Duty for 12.5kA sym. rating

Percent of Maximum Interrupting Rating	Approximate Interrupting Current, Amps	No. of Fault Interruptions
15-20%	2000	44
45-55%	6000	56
90-100%	12500	16
Total Number of Fault Interruptions: 116		

2.4 CABLE ENTRANCES

A. Load Break Switches

Cable entrances shall be tested to IEEE 386 and be, as indicated on the switch drawing:

____ 15.5/27kV 125kV BIL Dead break Apparatus Bushings per IEEE 386 Figure 11 equipped with integral voltage sensing

38kV 150kV BIL Dead break Apparatus Bushings per IEEE 386 Figure 11 equipped with integral voltage sensing

B. Fault interrupters

Cable entrances shall be tested to IEEE 386 and be, as indicated on the switch drawing:

15.5/27kV 125kV BIL Dead break Apparatus Bushings per IEEE 386 Figure 11

15.5/27kV 125kV BIL 200A Bushing Well per IEEE 386 Figure 3

38kV 150kV BIL Dead break Apparatus Bushings per IEEE 386 Figure 13

38kV 150kV BIL 200A Bushing Well per IEEE 386 Figure 3

2.5 AUTOMATIC TRANSFER CONTROL (ATC-451)

A. Product Construction

1. Enclosure shall be NEMA 4 (mild steel) enclosure
2. Power supply
 - a. Requires 120VAC, 240VAC, 24VDC, 48Vdc, or 125VDC control power for operation.
 - b. Power supply shall include battery test (control sends a battery test command either via included programmable timer or specific customer request). AC power and battery status are displayed on the front panel (for 120VAC or 240VAC power supply only).
3. Display - The ATC-451 shall have a display and LEDs that are used to show whether the control is in manual or automatic mode, the position of the two source switches (open or close) as well as several messages. The messages shall be used to inform the user of the current system status if the ATS control is timing for an operation.
4. Communication Ports - the ATC-451 shall have two communications ports for dedicated relay-to-relay communications.
 - a. One serial port pre-programmed for use with DNP3.0 Level 2.
 - b. The ATC-451 shall include three independent EIA-232 serial ports for external communications
5. Environment. The ATC-451 shall be suitable for continuous operation over a temperature range of -40° to +80°C.

B. Product Features

1. The microprocessor-based ATC-451 shall provide control, automation, monitoring, fault locating, and protection. The number of switched ways shall be indicated on the single line diagram. The control shall include self-checking functions shall be included. Specific requirements are as follows:
 - a. Programming – the ATC-451 shall be programmed using SEL AcSELeRator software. A copy of this software shall be included with the control. Programmable templates shall also be included to allow modification of the basic transfer and protective settings listed in section 2.4 OPERATION.

- b. Overcurrent Fault Protection. The ATC-451 shall incorporate selectable operating quantity time-overcurrent elements for load ways.
- c. Password Protection. The ATC-451 shall have multilevel passwords to safeguard ATS control, protection, and automation settings.
- d. Communication –device communication capability shall include Distributed Network Protocol (DNP). The ATC-451 shall incorporate certified DNP3 Level 2 Slave protocol.
- e. Event Reporting and Sequential Events Recorder - The ATC-451 shall have the ability to automatically record disturbance events of up to 2 seconds at 8 kHz sampling rate and 5 seconds at 1 kHz sampling rate. Events shall be stored in nonvolatile memory. The relay shall also include a Sequential Events Recorder (SER) that stores the latest 1000 entries. The ATC-451 shall time-tag event reports to an absolute accuracy of 10 μ s.

2. The control shall include the following front panel interface features:

- a. Open/Close pushbuttons for each switched way.
- b. Trip pushbuttons for each fault interrupting way
- c. Local, Automatic, and/or Test mode enable/disable pushbuttons.
- d. LED indication of Source switch status. Open to be shown as Green, and Closed to be shown as Red.
- e. LED indication of health of the Source
- f. LED indication for cause of overcurrent trip of fault interrupting way(s)
- g. LED indication of a malfunction and/or blocked condition

C. Operation of the ATC451 Package

1. Programming of the following Control and Timing functions shall be included as part of the Auto Transfer package and be settable through the provided programming templates.

- a. Source 1 Initial Transfer Time - time between loss of Source 1 voltage and initiation of transfer to Source 2.
- b. Source 1 Return Transfer Time - time after Source 1 returns to stable voltage before setting it as the preferred source.
- c. Source 2 Initial Transfer Time – time between loss of Source 2 voltage and initiation of transfer to Source 1.
- d. Source 2 Return Transfer Time – time after Source 2 returns to stable voltage before setting it as the preferred source.
- e. Return Transfer Interruption Delay – time between operations on a return to preferred source transfer.
- f. Preferred Source Operation – one of the sources can be selected as preferred. The ATC-451 will always try to return to the preferred source when voltage is stabilized.
- g. Source paralleling (yes or no)
- h. Initial Transfer Sequence (open before close, close before open)
- i. Return Transfer Sequence (open before close, close before open)
- j. Generator as Alternate – The user will have the ability to set the alternate source as a generator. In this case, when the preferred source is lost and the initial transfer delay timer has expired, the control will activate (close) the Generator Start Contact. This contact will be connected to the generator. Once the generator is up and running, its voltage sensors will activate as a good source. The control will then initiate the transfer from the utility source

- to the generator alternate source. Once the preferred source returns and the return transfer delay timer expires, the control will initiate the return transfer to the preferred source; and begin the Generator Cool Down Timer. When the timer expires, the control will activate the Generator Stop Contact.
- k. Generator Cool Down (only if Generator as Alternate is selected) – time after the return to preferred source before closing the generator stop contact.
 - l. Generator Stop Pulse Duration (only if Generator as Alternate is selected) – time that the generator stop contact should remain closed.
 - m. Ability to Open source ways of the switch(es) if both sources are lost with a user selectable time delay to ensure both sources are lost.
 - n. Ability to automatically reset a faulted condition alarm on the Source ways.
2. Programming the following Overcurrent functions shall be included as part of the ATS package and be settable for each load way through the provided programming templates:
 - a. Optional activation of single phase protection or option to activate 3-phase protection for a tap and single phase protection on another tap
 - b. Option to block the trip signal output contact on overcurrent trips for the load ways.
 - c. Current Transformer Secondary value for 50P Instantaneous trip.
 - d. Current Transformer Secondary value for 51P Phase Time overcurrent trip.
 - e. Time current curve selection for 51P protection.
 - f. Time dial for customization of 51P time current curve.
 - g. Current Transformer Secondary value for 50G Instantaneous Overcurrent trip on Phase Imbalance.
 - h. Current Transformer Secondary value to begin timing for 51G Phase Time Overcurrent trips due to phase imbalance.
 - i. Time current curve selection for 51G protection.
 - j. Time dial for customization of 51G time current curve.
 - k. Optional Maintenance Settings which allow for tighter settings to be applied by the user during specific time periods. These settings are in addition to the primary over current functions.
 3. The following Operating Modes shall be part of the standard ATC-451 package
 - a. Local Operation Mode shall override any other mode. In Local Mode the operator shall have sole control over the switch(s). The pushbuttons on the front display panel shall be capable of operating both switch 1 and switch 2. Settings changes shall be made only while the control is in the Local Operation Mode. The control shall not respond to the automatic transfer logic or SCADA commands while in Local Operation Mode. The control shall not be able to initiate a transfer on voltage loss while the ATC-451 is in Local Operation Mode.
 - b. Automatic (Auto) Operation Mode shall cause the automatic transfer logic and the settings to be enabled. In Automatic Operation Mode the ATS shall act on its own to initiate a transfer if source voltages are lost. An LED next to the "AUTO MODE" push button on the front control panel shall illuminate when the ATS is set to Automatic Operation Mode for clear visual indication to operators. The preferred/alternate scheme the normal state of the control is to have the Preferred Source closed and the Alternate Source open. If power is lost to the Preferred Source for a period of time greater than that selected Initial Transfer Time delay, the control shall initiate a transfer to the Alternate Source if the Alternate Source is live. When the Preferred Source

- returns for a period of time greater than that selected for the Return Time delay, the control shall initiate a return transfer to the Preferred Source. If the Return Transfer Interruption Timer is activated it shall delay the Preferred Source's operation. If the Alternate Source is lost before the Preferred Source returns, the control shall initiate emergency return logic which shall set the return delay timer to 0 and proceeds with the return transfer (including the Return Transfer Interruption delay). In the Non-Preferred scheme, the normal state of the control is to have a live source feeding the load. A transfer shall be initiated only if the source feeding the load is lost for a period of time greater than that selected for its transfer time delay, and the alternate source is live.
- c. Remote Mode shall allow the SCADA system to issue operational commands (open/close) to both switch 1 and 2. The control shall not be able to initiate a transfer on voltage loss while the ATC-451 is in Remote Mode.
 - d. Test Mode shall mean that the ATC-451 is in state where the user can verify logic settings, use simulated position inputs, and the option to operate actuators, Test Mode shall be available by first putting the ATC-451 into Local Mode and then pressing a button on the front panel titled "TEST MODE." From Test Mode the operator can verify the operation of the actuators and the timing of the transfer scheme.
 - e. Optional Blocked Condition shall mean the user can prevent the ATS from operating in manual or automatic mode until the conditions causing the block are removed or reset. The following conditions shall cause the ATC-451 to enter a blocked state:
 - 1.) Source 1 or 2 status is invalid - shows both open and closed indication or no indication at all
 - 2.) Low Dielectric Condition – can only be removed if condition is removed (SF6 switches only)
 - 3.) Fault Block - An over current fault has occurred and has not been cleared

D. ATC451 Options (specifier to choose which options are required)

1. The following enclosure options shall be available
 - a. NEMA 4X (stainless steel) enclosure
 - b. Padlocking handle
 - c. Document holder inside of enclosure door
 - d. 120 VAC outlet for programming laptop power
 - e. Submersible enclosure rated IP68 (20' head of water for 20 days) with NEMA 6P battery enclosure
 - 1.) Viewing windows for NEMA 6P lid
 - 2.) External Open/Close/ Power handles for NEMA 6P
 - 3.) Serial DNP 3.0 communication port available external to the enclosure
2. Dual input power supply and removal of battery option (for 120VAC or 240VAC power supply only)
3. Interface port for either a standard or high-accuracy demodulated IRIG-B time-synchronization input signal.
4. Ethernet connection using 10/100Base-T or 100Base-FX.

5. Ethernet DNP3 LAN/WAN communications capability.
6. IEC 61850. The relay shall provide IEC 61850-compliant communications. The IEC 61850 capability shall include GOOSE messaging and defined logical node data points.
7. Live Test Key – The ATC-451 shall include a test key that when activated will cause the ATC-451 to operate as if the preferred source has been lost. The control will perform all normal times and operate the switches to the new alternate feeding position. When the test key is returned to the normal position, the control will respond as if the preferred source has return and act according to the pre-programmed scenario. The Live Test Key activation will be documented in the Sequence of Events Report and will appear in the DNP status.
8. Communication Equipment: The following communication equipment will be included with the control: (user to choose one)
 - a. None
 - b. Power, data cable, and antenna protector/ feedthru for user defined and installed radio, Manufacturer _____ and Part Number _____.
 - c. Or Power, data cable, and antenna protector/ feedthru for Sensus Telemetric DNP-RTMII-GSM.
 - d. Or Power, data cable, and antenna protector/feedthru for GE MDS 9710 radio with the following part number _____.
 - e. Or Power, data cable, antenna protector/ feedthru and Sensus Telemetric DNP-RTMII-GSM with factory testing of the Sensus Telemetric communication.
 - f. Or included RS232/Fiber Optic transceivers for:
 - 1.) Single Mode fiber
 - a.) Distance <23km OR 16 – 80km OR 16-110km (user to choose one)
 - 2.) Multi Mode fiber with
 - a.) V-Pin OR ST Pin (user to choose one)
 - b.) for use with 650nm OR 850nm fiber (user to choose one)
 - c.) over _____ distance.

2.6 PAD MOUNT ENCLOSURE

The enclosure shall be fabricated of 12 gauge 304 stainless steel and manufactured to ANSI C37.72 and C57.12.28 standards. The enclosure shall be tamper resistant incorporating hinged access doors with pentahead locking bolts and provisions for padlocking. The enclosure shall be provided with lifting provisions and painted with a Munsell 7.0GY3.29/1.5 green finish.

2.7 FACTORY PRODUCTION TESTS

Each interrupter shall undergo the following production testing. Test reports must be available upon request

- A mechanical operation check
- AC hi-pot tested one minute phase-to-phase, phase-to-ground and across the open contacts
- Circuit resistance shall be checked.
- Each solid dielectric module shall undergo an X-ray inspection and a partial discharge test to ensure void-free construction.
- Leak test to insure the integrity of all seals and gaskets
- Primary current injection test to test CTs, trip mechanism, and electronic control

2.8 STANDARD COMPONENTS

The following shall be included as standard:

- Welded stainless steel mechanism housing painted light gray with stainless steel and brass fasteners.
- Lifting provisions
- ½"-13 nuts to provide sufficient grounding provisions for interrupter and all cable entrances.
- Stainless steel three line diagram and corrosion-resistant nameplates.
- Switch operating handle with padlock provision.
- Removable parking stands
- Mounting bracket
- Operating handles

2.9 OPTIONS

(Choose as necessary for the application)

The following options shall be supplied:

- Mounting frame to bolt switch to the floor (specify galvanized or stainless steel construction. Specify height of lowest bushing)
- 800A continuous and load break rating
- Field replaceable bushings for the fault interrupters
- 4/0 brass ground lugs
- Provisions to mount a key interlock after installation
- Form C contacts for remote monitoring of the position of the fault interrupter contacts.
- 12-gauge stainless steel enclosure manufactured to ANSI C37.72 and C57.12.29 standards. The enclosure shall be tamper resistant incorporating hinged access doors with penta head locking bolts and provisions for padlocking. The enclosure shall be provided with lifting provisions and painted with a Munsell 7.0GY3.29/1.5 green finish.

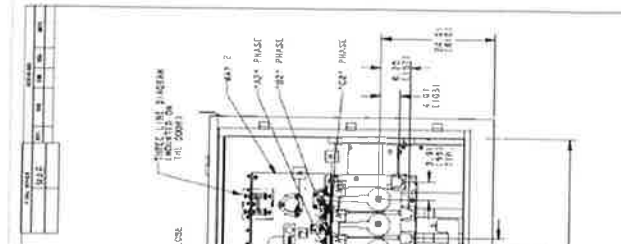
2.10 LABELING

A. Hazard Alerting Signs

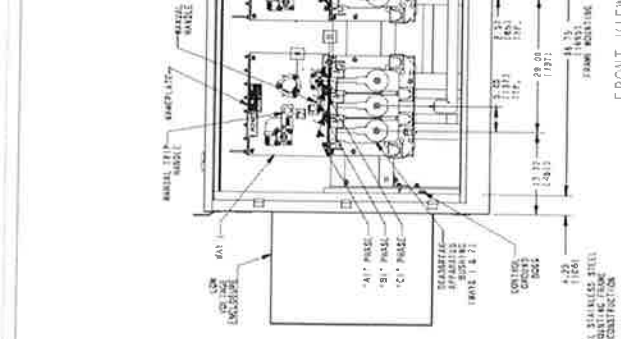
The exterior of the pad mount enclosure (if furnished) shall be provided with "Warning--Keep Out--Hazardous Voltage Inside--Can Shock, Burn, or Cause Death" signs. Each unit of switchgear shall be provided with a "Danger--Hazardous Voltage--Failure to Follow These Instructions Will Likely Cause Shock, Burn, or Death" sign. The text shall further indicate that operating personnel must know and obey the employer's work rules, know the hazards involved, and use proper protective equipment and tools to work on this equipment. Each unit of switchgear shall be provided with a "Danger--Keep Away--Hazardous Voltage--Will Shock, Burn, or Cause Death" sign.

B. Nameplates, Ratings Labels, and Connection Diagrams

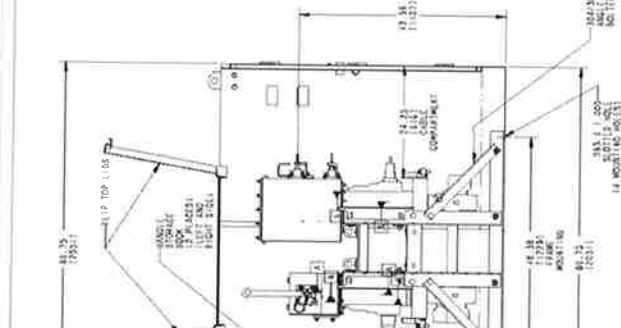
Each unit of switchgear shall be provided with a nameplate indicating the manufacturer's name, catalog number, model number, date of manufacture, and serial number. Each unit of switchgear shall be provided with a ratings label indicating the following: voltage rating; main bus continuous rating; short-circuit rating; fault interrupter ratings including interrupting and duty-cycle fault-closing; and fault interrupter switch ratings including duty-cycle fault-closing and short-time.



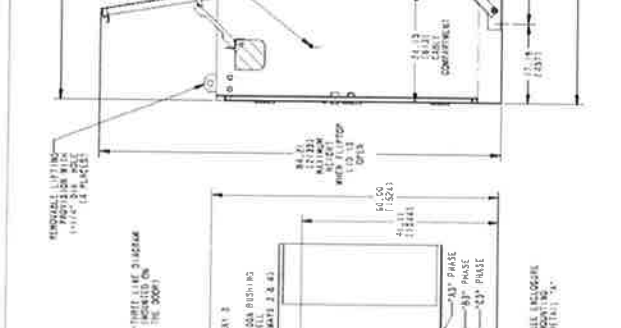
FRONT VIEW



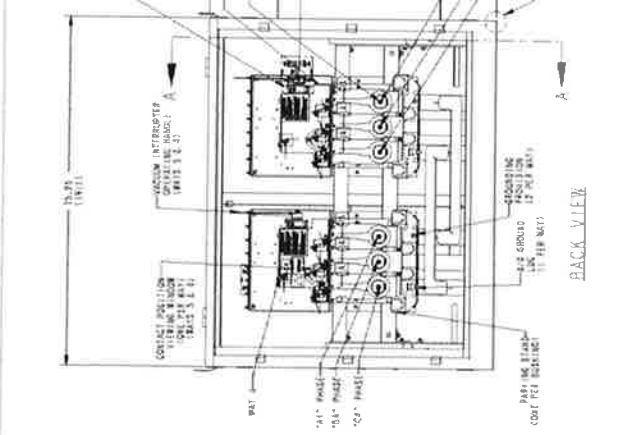
SECTION A-A



BOTTOM VIEW SHOWING FEEDTHRU LOCATIONS
TABLE 3.3.4.1



BACK VIEW



EXTENDED	BUSBAR ELECTRICAL CHARACTERISTICS	IEEE 388 INTERFACE
WAY 1	15.5KV 20KA DISCONNECT APPARATUS BUSBAR	INTERFACE 1
WAY 2	15.5KV 20KA DISCONNECT APPARATUS BUSBAR	INTERFACE 1
WAY 3	15.5KV 20KA DISCONNECT APPARATUS BUSBAR	INTERFACE 2
WAY 4	15.5KV 20KA DISCONNECT APPARATUS BUSBAR	INTERFACE 3

DATE _____ CAD NO. _____

CUSTOMER _____ ITEM NO. _____

CORDER NO. _____

FOR 100% APPROVAL

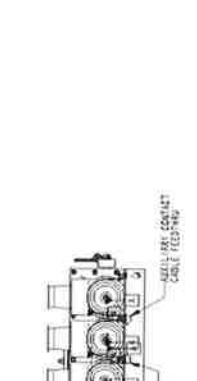
FOR APPROVAL MOST WORK TO BE DONE UNTIL APPROVAL IS RECEIVED

ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN INCHES AND DECIMALS THEREOF SHALL BE TO THE NEAREST 0.001 INCHES.

15.5KV 20KA DISCONNECT APPARATUS

GAW ELECTRICAL CO.

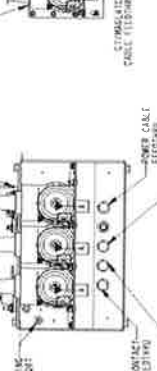
SWITCH ELECTRICAL INFORMATION	
TYPE OF SWITCH	WAY 1 & 2
TYPE OF SWITCH	WAY 3
TYPE OF SWITCH	WAY 4
TYPE OF SWITCH	WAY 5
TYPE OF SWITCH	WAY 6
TYPE OF SWITCH	WAY 7
TYPE OF SWITCH	WAY 8
TYPE OF SWITCH	WAY 9
TYPE OF SWITCH	WAY 10
TYPE OF SWITCH	WAY 11
TYPE OF SWITCH	WAY 12
TYPE OF SWITCH	WAY 13
TYPE OF SWITCH	WAY 14
TYPE OF SWITCH	WAY 15



FRONT VIEW SHOWING FEEDTHRU LOCATIONS
TABLE 3.3.4.1



ENCLOSURE DETAIL A



FRONT VIEW SHOWING FEEDTHRU LOCATIONS
TABLE 3.3.4.1

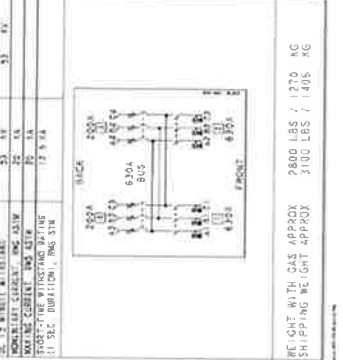


FRONT VIEW



FRONT VIEW SHOWING FEEDTHRU LOCATIONS
TABLE 3.3.4.1

SWITCH ELECTRICAL INFORMATION	
TYPE OF SWITCH	WAY 1 & 2
TYPE OF SWITCH	WAY 3
TYPE OF SWITCH	WAY 4
TYPE OF SWITCH	WAY 5
TYPE OF SWITCH	WAY 6
TYPE OF SWITCH	WAY 7
TYPE OF SWITCH	WAY 8
TYPE OF SWITCH	WAY 9
TYPE OF SWITCH	WAY 10
TYPE OF SWITCH	WAY 11
TYPE OF SWITCH	WAY 12
TYPE OF SWITCH	WAY 13
TYPE OF SWITCH	WAY 14
TYPE OF SWITCH	WAY 15



FRONT VIEW SHOWING FEEDTHRU LOCATIONS
TABLE 3.3.4.1

