

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
Interim General Manager

FROM: Mike Bandelin
Diamond Peak General Manager

SUBJECT: Review, discuss and possibly award a procurement contract for the fabrication of chairlift control panels; 2019/2020 Capital Improvement Project: Fund: Community Services; Program: Ski; Project # 3462HE1702; Vendor: Mission Controls Company, Inc. in the amount of \$96,800

STRATEGIC PLAN: Long Range Principle 5 – Assets & Infrastructure

DATE: May 31, 2020

I. RECOMMENDATION

Staff recommends that the Board of Trustees moves to:

1. Award a procurement contract to Mission Controls Company Inc. totaling \$96,800 for the fabrication and delivery of chairlift control panels for the Lakeview lift at Diamond Peak Ski Resort.
2. Authorize Staff to execute all purchase documents based on a review by General Counsel and Staff.

II. DISTRIC STRATEGIC PLAN

Long Range Principle #5 Assets and Infrastructure - The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation activities. The District will maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations. The District will maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District's workforce.

III. BACKGROUND

Diamond Peak operates and maintains five fixed grip chairlifts installed between 1969 and 1996, one detachable chairlift installed in 2003, and one surface lift installed in 1995 to supply uphill transportation to skiing and snowboarding guests.

The Lakeview lift, a fixed grip quad chair was installed in 1995, and has seen a number of partial component replacements over time on its control system. The current control and drive system is a contact relay based system with an analog drive system and is proposed to be replaced by programmable logic controllers and a digital motor drive systems. The 25 year old equipment has contributed to an increase in the lift down time affecting service levels and is near the end of its serviceable life and a comprehensive replacement of the control system is now warranted.

The control panels are responsible for starting and stopping the chairlift, monitoring safety circuits, and the speed at which the electric motor drives the chairlift. Functioning and serviceable control panels are critical to the safe operation of any chairlift.

The proposed contract will fabricate replacement control panels designed by Heywood Engineering for the top and bottom terminals of the lift for both the high voltage drive functions as well as the low voltage safety functions using modern control equipment and industry best practices.

Nearly identical drive and control panels as proposed, also designed by Heywood Engineering were installed on Red Fox lift in 2008 and the same panel installation was completed on School House and Ridge lifts in 2016 thus four of the six aerial lifts will operate with very similar motor drive and control systems.

Installation of the Lakeview lift control panels and communication cable will be completed by Diamond Peak Staff and an outside contractor during the fall of 2020.

IV. BID RESULTS

On May 14, 2020 the District publicly advertised this project for bidding, plans and specifications were sent out through Planet Bids to 92 potential vendors, of which five electrical companies registered for the project and received the procurement specifications. Three bids were received and opened on May 28, 2020. The Engineer's estimate for this work was \$77,213. The bid results are as follows:

Review, discuss and possibly award a procurement -3- contract for the fabrication of chairlift control panels; 2019/2020 Capital Improvement Project: Fund: Community Services; Program: Ski; Project # 3462HE1702; Vendor: Mission Controls Company, Inc. in the amount of \$96,800

May 31, 2020

Vendor	Total Bid Amount
Keller Electrical Industries, Inc.	\$116,173
George T. Hall Company, Inc.	\$128,500
Mission Controls Company, Inc.	\$96,800

The low responsive bidder is Mission Controls Company, Inc. District staff and the project design engineer, Heywood Engineering, reviewed the bids and checked references for the vendor and has recommended award of this project to Mission Controls. The panels will be fabricated and delivery is anticipated to occur on September 30, 2020.

V. FINANCIAL IMPACT AND BUDGET

The attached data sheet for Project #3462HE1702 shows \$250,000 for budget year 2019/2020 with an additional \$30,000 in 2021 and then an additional \$192,000 in 2022.

The table below provides a project scope of work including costs estimates.

Lakeview Ski Lift Improvements CIP# 3462HE1702	
Project Scope of Work	Amount
Heywood Engineering – Design	\$25,339
Electrical Panel Fabrication – Procurement Award to Mission Controls Company, Inc.	\$96,800
Electrical Panel, Communication Cable Installation – Estimated (contractor to be determined during Summer 2020 and awarded under District General Manager’s authority)	\$39,000
Communication Cable – Estimated – direct purchase by the District and installation by District Staff	\$13,000
Refurbish Lift Electric Drive Motor – Estimated – Local Vendor to do refurbish and installation by District Staff	\$9,000
Total Project Amount Est.	\$183,139

VI. ALTERNATIVES

This project should be completed as presented. The project has been moved forward within the five-year plan in the past and it is now time to complete the project.

Review, discuss and possibly award a procurement -4-
contract for the fabrication of chairlift control panels;
2019/2020 Capital Improvement Project: Fund: Community
Services; Program: Ski; Project # 3462HE1702; Vendor: Mission
Controls Company, Inc. in the amount of \$96,800

May 31, 2020

VII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

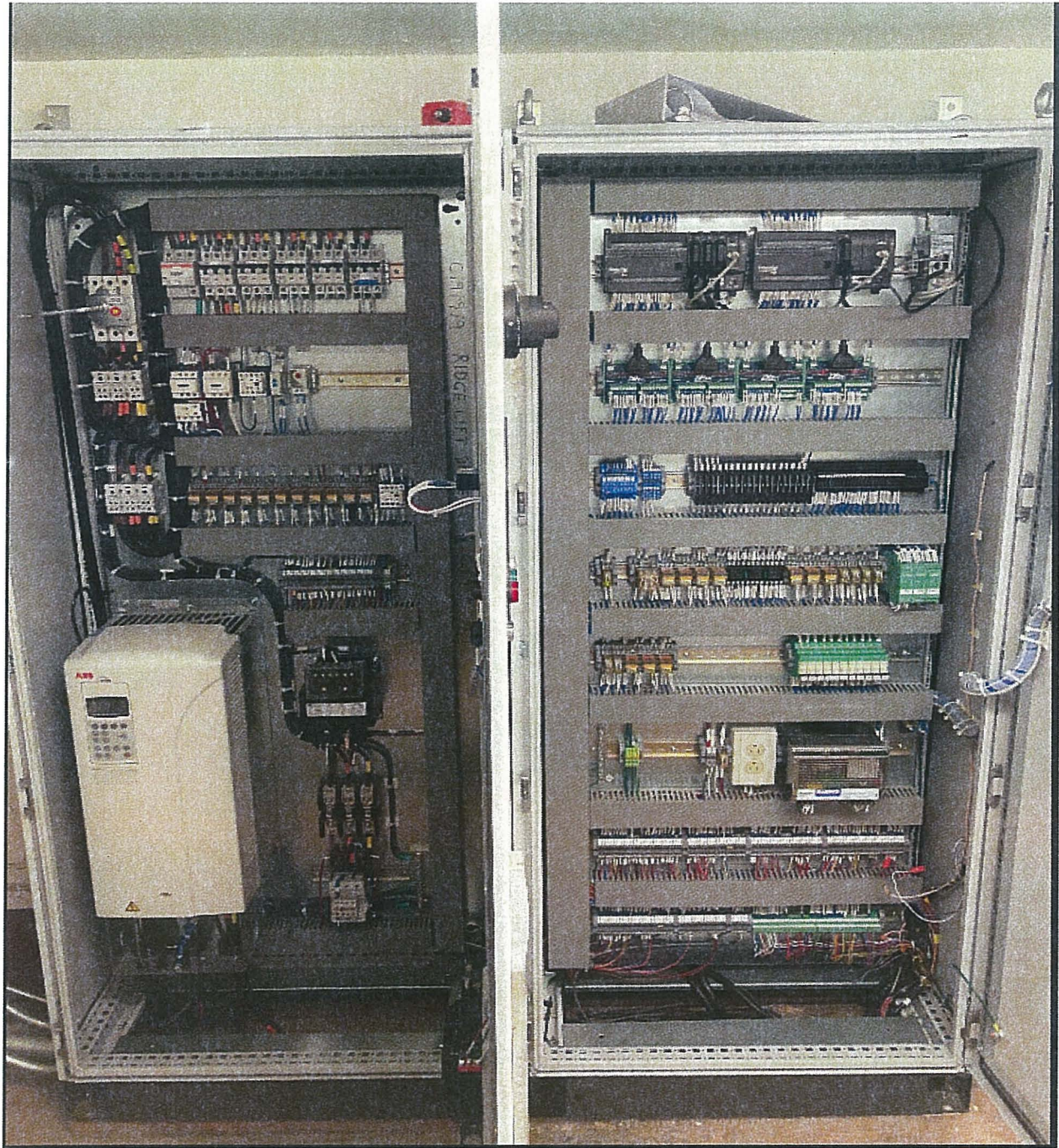
Diamond Peak Heywood Engineering Ridge Ski Lift Motor Drive and Control Panel Installed 2016



Review, discuss and possibly award a procurement -5-
contract for the fabrication of chairlift control panels;
2019/2020 Capital Improvement Project: Fund: Community
Services; Program: Ski; Project # 3462HE1702; Vendor: Mission
Controls Company, Inc. in the amount of \$96,800

May 31, 2020

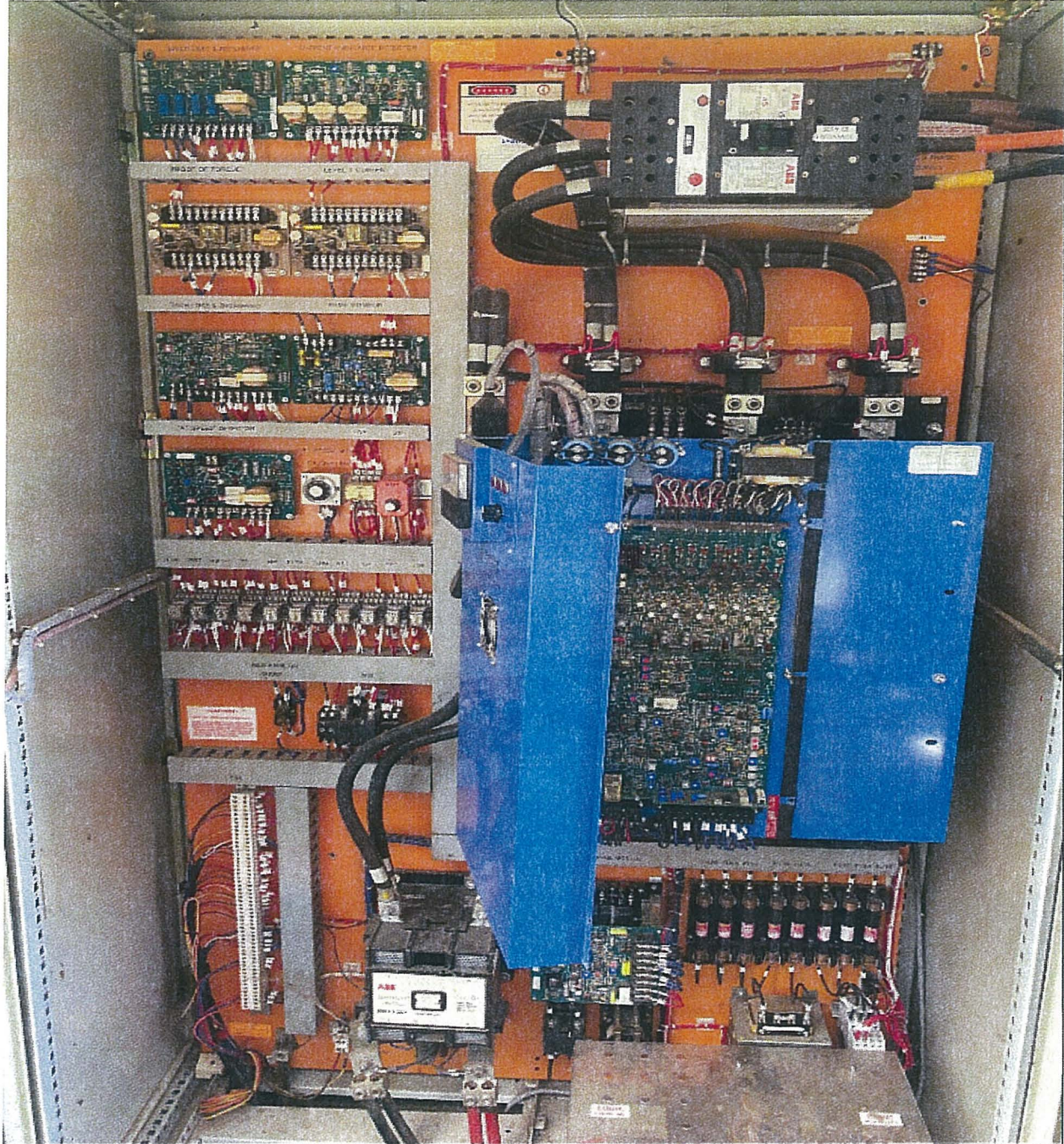
**Diamond Peak Heywood Engineering Ridge Ski Lift Motor Drive and
Control Panel Installed 2016**



Review, discuss and possibly award a procurement -6-
contract for the fabrication of chairlift control panels;
2019/2020 Capital Improvement Project: Fund: Community
Services; Program: Ski; Project # 3462HE1702; Vendor: Mission
Controls Company, Inc. in the amount of \$96,800

May 31, 2020

Diamond Peak Current Lakeview Ski Lift Motor Drive Panel Installed 1995



Review, discuss and possibly award a procurement -7-
contract for the fabrication of chairlift control panels;
2019/2020 Capital Improvement Project: Fund: Community
Services; Program: Ski; Project # 3462HE1702; Vendor: Mission
Controls Company, Inc. in the amount of \$96,800

May 31, 2020

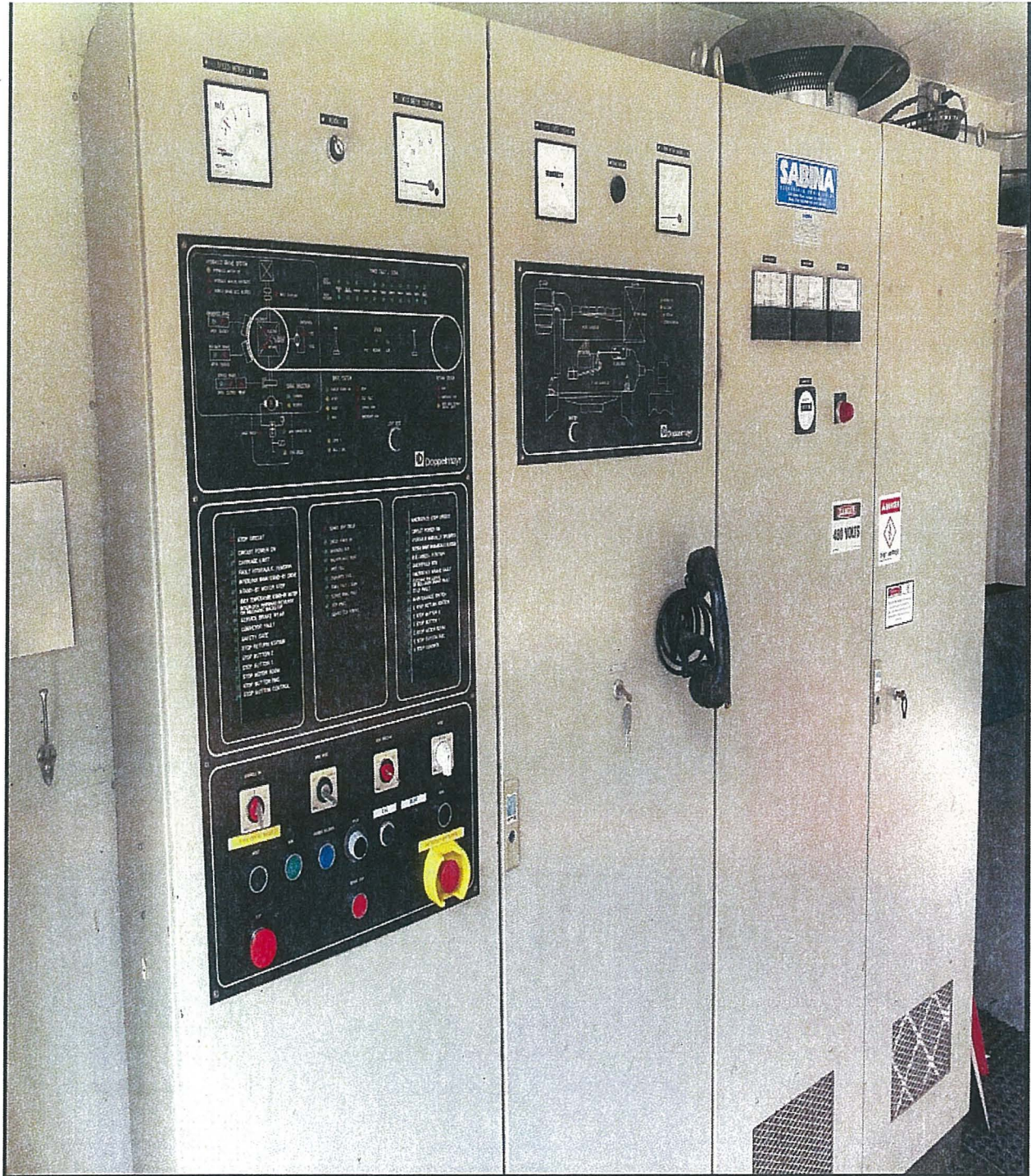
Diamond Peak Current Lakeview Ski Lift Control Panel Installed 1995



Review, discuss and possibly award a procurement -8- contract for the fabrication of chairlift control panels; 2019/2020 Capital Improvement Project: Fund: Community Services; Program: Ski; Project # 3462HE1702; Vendor: Mission Controls Company, Inc. in the amount of \$96,800

May 31, 2020

Diamond Peak Current Lakeview Lift Drive and Control Panel Installed in 1995





Project Summary

Project Number:	3462HE1702		
Title:	Lakeview Ski Lift Maintenance and Improvements		
Asset Class:	E - Capital Maintenance		
Division:	62 - Lift Operations		
Budget Year:	2020		
Scenario Name:	Main	Active:	Yes
Budget Status:	Data Entry		
Locations:			
Project Something:	HE - Heavy Duty Service Equipment		

Project Description				
The District owns 6 Ariel ski lifts at Diamond Peak Ski Resort. The lifts were generally constructed between 1969, 1979, 1995 and 2003 consisting of fixed grip double chair, fixed grip quad chair and a detachable quad chair. Each lift contains many of the same operating components such as motors, gear reducers, auxiliary engines, fuel tanks, haul ropes, counterweight ropes, line machinery, tensioning systems, braking systems, bull wheels, carriers and haul rope grips, communication lines, safety control systems, drive control systems, switches, conveying systems and loading systems				
Project Internal Staff				
IVGID Engineering, Diamond Peak Staff				
Project Justification				
This Project Funds the replacement and maintenance of equipment listed above within the chair lift system. Staff performs inspections and maintenance on the lift system and plans future major upgrades as equipment reaches the end of its useful life. The age of the equipment, the number of hours operating the equipment and other equipment analyses, such as vibration testing and non destructive testing, dictate replacement or rehabilitation of the equipment to maintain a reliable ski lift system to our customers.				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2020				
Replace Lift Motor Drive and Safety Control Systems	250,000	0	250,000	
Year Total	250,000	0	250,000	
2021				
Replace Drive Terminal Bullwheel Bearings	30,000	0	30,000	
Year Total	30,000	0	30,000	
2022				
Replace Carrier Haul Rope Grips	192,000	0	192,000	
Year Total	192,000	0	192,000	
	472,000	0	472,000	
Year Identified	Start Date	Project Partner	Manager	Est. Completion Date
2013			Ski Resort General Manager	



**INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT**

**PURCHASE
ORDER**

P.O. NUMBER	DATE
20-0185	02/04/2020

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, LABELS, BILLS OF LADING AND CORRESPONDENCE.

Vendor Name, Address, and Number	Ship To Address And Phone Number	Please Send Invoices To
2063 Heywood Engineering Assoc., Inc. P O Box 18420 Reno, NV 89511-0420	775-832-1100	Incline Village GID 893 Southwood Blvd. Incline Village, NV 89451 775-832-1100 ap@ivgid.org

LINE NO.	QUANTITY	UOM	ITEM AND DESCRIPTION	UNIT COST	EXTENDED COST	GL Coding
1	1.00	Each	Lakeview Lift Maintenance and Improvements. Work bid per NRS 338.	\$25,339.00	\$25,339.00	340-34-620-8120 Project # 3462HE1702

				TOTAL	\$ 25,339.00	
--	--	--	--	--------------	---------------------	--


Comments:
USER ID

The District is granted Tax Exempt Status by the State of Nevada, State ID 88-760004-K, therefore any goods or services delivered to the District within the boundaries of the State of NV are exempt from NV sales and use tax.

All shipments should be freight prepaid F.O.B. destination. Unauthorized shipments will be returned at the seller's expense **Title and risk of loss on all items shipped shall pass to the buyer at the F. O. B. destination.**

Payments of all invoices is net 30 unless expressly written and acknowledged in writing by the District's Director of Finance or Controller. IVGID's Federal Tax ID Number is **88-0099974**.

I CERTIFY THAT THE ABOVE PURCHASE IS FOR AN EXPENDITURE AS DEFINED BY NRS 354.520 OR AN EXPENSE UNDER NRS 354.523 AND THAT THE PURCHASE ORDER HAS BEEN ENCUMBERED AS DEFINED BY NRS 354.516.



Indra Winqest General Manager

↻ SHORT FORM AGREEMENT ↻
Between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
HEYWOOD ENGINEERING, INC.
for
PROFESSIONAL SERVICES

This Agreement is made as of February 4, 2020 between **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**, hereinafter referred to as "OWNER," and **HEYWOOD ENGINEERING, INC.**, hereinafter referred to as "CONSULTANT." OWNER intends to complete the Project(s) as described in *Attachment A* and as amended from time to time, hereinafter referred to as the "Project."

1.0 BASIC SERVICES

The CONSULTANT shall perform the following tasks and additional services as may be included from time to time by Additional Services Addendums (ASAs) to this Agreement in accordance with Paragraph 4.2:

Services as described in Attachment "A," CONSULTANT'S Proposal 20DPI dated January 5, 2020, and basically consisting of Professional Engineering services related to the electrical drive and control upgrades to the Lakeview Lift at Diamond Peak Ski Resort.

All documentation, drawings, reports and invoices submitted for this project will include IVGID Project Number 3462HE1702.

2.0 OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 2.1** Designate in writing a person to act as OWNER's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the PROJECT.
- 2.2** Assist CONSULTANT by placing at CONSULTANT's disposal existing data, plans, reports and other information known to, in possession of, or under control of OWNER which are relevant to the execution of CONSULTANT's duties on the PROJECT. Also, provide all criteria and full information as to OWNER's requirements for the Project, including design criteria, objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 2.3** Provide "Measured Drawings" for project.

3.0 PERIODS OF SERVICE

3.1 **General.** The provisions of Section 3 and the various rates of compensation for CONSULTANT's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Services contained herein. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required for the performance of CONSULTANT's services and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of CONSULTANT, all rates, measures, and amounts of compensation provided herein shall be subject to equitable adjustment.

3.2 It is agreed that time is of the essence and the Project shall be completed by no later than November 16, 2020.

4.0 PAYMENT TO CONSULTANT

4.1 Methods of Payment for Services and Expenses of CONSULTANT

4.1.1 Compensation Terms Defined

4.1.1.1 "Per Diem" shall mean an hourly rate(s) as indicated in Attachment "A" to be paid to CONSULTANT as total compensation for each hour(s) of each employee of CONSULTANT work(s) on the Project, plus Reimbursable Expenses.

4.1.1.2 "Reimbursable Expenses" shall mean the actual expenses incurred directly or indirectly in connection with the Project, including, but not limited to subconsultants or SubCONSULTANT costs, transportation and subsistence incidental thereto, obtaining bids or proposals from CONSULTANT(s), toll telephone calls, express mail and telegrams, reproduction of Reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1. In addition, Reimbursable Expenses will also include expenses incurred for main frame computer time and other highly specialized equipment, including photographic production. Reimbursable Expenses will include a ten percent (10%) markup over CONSULTANT's cost.

4.1.2 **Basis and Amount of Compensation for Basic Services.** Compensation shall be as indicated in Attachment "A", with a Not to Exceed amount of **Twenty-Five Thousand, Three Hundred Thirty-Nine Dollars (\$25,339.00).**

4.2 Basis and Amount of Compensation for Additional Services

Compensation for Additional Services shall be on the basis of Per Diem or Lump Sum, to be agreed upon at the time of request for Additional Services. The estimated amount of Additional Services will be determined at the time the Additional Services are requested.

4.3 Intervals of Payments

- A. Payments to CONSULTANT for Basic and Additional Services rendered and Reimbursable Expenses incurred shall be made once every month by OWNER. CONSULTANT's invoices will be submitted once every month and will be based upon total services completed at the time of billing. OWNER shall make prompt payments in response to CONSULTANT's invoices.
- B. Progress Payments/Retainage – OWNER shall make progress payments in accordance with CONTRACTOR'S Proposal 20DPI, as follows. There will be no retention held for this work.
 - 1. 40% upon delivery of design documents
 - 2. 30% upon completion of factory QA inspection and testing
 - 3. 30% upon completion of start-up and acceptance test

4.4 Other Provisions Concerning Payments

- 4.4.1** If OWNER fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's statement, the amounts due CONSULTANT will be increased at the rate of one percent (1%) per month from date of OWNER's receipt of invoice.
- 4.4.2** If the Project is suspended or abandoned in whole or in part for more than 90 days, CONSULTANT shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with Reimbursable Expenses then due.
- 4.4.3** If any items in any invoices submitted by CONSULTANT are disputed by OWNER for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER shall promptly notify CONSULTANT of the dispute and request clarification and/or remedial action. After any dispute has been settled, CONSULTANT shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice.

5.0 GENERAL CONSIDERATIONS

5.1 Termination

- 5.1.1** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. However, no termination for default may be initiated unless the other party is given a ten (10) calendar day cure period after written notice (delivery by certified mail, return receipt requested) of intent to terminate.
- 5.1.2** This Agreement may be terminated in writing (delivered by certified mail, return receipt requested) by OWNER for its convenience.

5.1.3 Upon any termination, CONSULTANT shall (1) promptly discontinue all Services affected (unless a termination notice from OWNER directs otherwise); and (2) deliver or otherwise make available to OWNER upon full payment for services rendered to the date of termination, all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether such materials are completed or in process. All payments due CONSULTANT at termination shall be made by OWNER.

5.2 Ownership of Documents

The original documents, plans, electronic files, studies or reports prepared under this Agreement, for which the OWNER pays compensation to the CONSULTANT, except working notes and internal documents, shall become and remain the property of the OWNER, and upon payment of said compensation shall be surrendered to the OWNER upon the completion of the Work under this Agreement or on the completion of specific phases of the Work, if requested by the OWNER. The CONSULTANT may retain copies of said Work in their files, but such Work shall not be released to any other party or reused by the CONSULTANT without the express written consent of the OWNER. Reuse of any of these drawings, specifications or other work products of the CONSULTANT by the OWNER for other than the specific project covered in this Agreement without the written permission of the CONSULTANT shall be at the OWNER's risk; provided that the CONSULTANT shall not be liable for any claims or damages arising out of such unauthorized reuse by the OWNER or by other's actions through the OWNER.

5.3 Professional Liability Insurance

5.3.1 CONSULTANT shall maintain professional liability insurance for protection against claims arising out of performance of services under this Agreement caused by negligent acts, errors, or omissions for which "PROFESSIONAL SERVICES" is legally liable for a period of five (5) years thereafter, if available and reasonably affordable. The professional liability policy shall provide a minimum coverage of \$1,000,000. CONSULTANT shall maintain the existing retroactive date on all future policies with the same insurance company and attempt to do so if CONSULTANT changes insurance companies. In the event that CONSULTANT goes out of business during the instant period, CONSULTANT shall purchase, at the request of OWNER, an extended reporting period.

5.3.2 Should CONSULTANT's normal professional liability coverage be less than the minimum required amount, CONSULTANT may purchase project insurance or obtain a rider on his normal policy in an amount sufficient to bring CONSULTANT's coverage up to minimum requirements.

5.4 Controlling Law

This Agreement is to be governed by and construed in accordance with the Laws of the State of Nevada.

5.5 Successors and Assigns

- 5.5.1** The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by Paragraph 5.5.2, their assigns, to the terms, conditions, and covenants of this Agreement.
- 5.5.2** Neither OWNER nor CONSULTANT shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates, subCONSULTANTS, and consultants as CONSULTANT may deem appropriate to assist in the performance of Services.

- 5.5.3** Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

5.6 Dispute Resolution

This Agreement to engage in alternate dispute resolution (“ADR”) pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Section 5.6 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA’s Mediation Procedures.

The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

OWNER and CONSULTANT are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help OWNER and CONSULTANT reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.

OWNER and CONSULTANT shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.

In the event of a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the OWNER or CONSULTANT fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either OWNER or CONSULTANT may then initiate judicial proceedings by filing suit. OWNER and CONSULTANT will share the cost of mediation equally unless agreed otherwise.

5.7 Equal Employment and Non-discrimination

In connection with the Services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of State and Federal Equal Opportunity statutes and regulations.

5.8 Indemnification

Indemnification of OWNER by CONSULTANT: CONSULTANT agrees to indemnify and hold OWNER and each of its officers, employees, agents and representatives harmless from any claims, damage, liability or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability or costs are caused by CONSULTANT's negligent acts, errors or omissions or by the negligent acts, errors or omissions of CONSULTANT's subconsultants, agents, or anyone acting on behalf of or at the direction of CONSULTANT.

CONSULTANT's obligation to hold harmless and indemnify OWNER shall include reimbursement to OWNER of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by OWNER's personnel shall be charged to CONSULTANT at the then-current rate charged for such services by the private sector.

Indemnification of CONSULTANT by OWNER: OWNER agrees to indemnify and hold CONSULTANT and each of its officers, employees, agents and representatives harmless from any claims, damage, liability or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability or costs are caused by OWNER's acts, errors, or omissions or by the negligent acts, errors, or omissions of the OWNER's subconsultants, agents or anyone acting on behalf of, or at the direction of, the OWNER.

OWNER's obligation to hold harmless and indemnify CONSULTANT shall include reimbursement to CONSULTANT of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by CONSULTANT's personnel shall be charged to OWNER at the then-current rate charged for such services by the private sector.

Notwithstanding anything contained herein to the contrary, Nevada's comparative negligence doctrine shall apply to both OWNER and CONSULTANT. In addition, nothing herein shall prevent OWNER or CONSULTANT from relying upon any Nevada statute or case law that protects OWNER or CONSULTANT with respect to liability or damages. This Provision shall survive the termination, cancellation or expiration of the Agreement.

5.9 Changes and Modifications

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

5.10 Licenses

CONSULTANT shall have a Washoe County business license, and all appropriate CONSULTANT's licenses and certifications for the services to be performed.

5.11 Severability

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

5.12 Waiver

One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

5.13 Extent of Agreement

This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by OWNER with respect to the Project or CONSULTANT's services.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

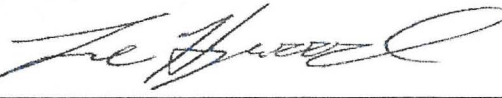
OWNER:
INCLINE VILLAGE G. I. D.

CONSULTANT:
HEYWOOD ENGINEERING, INC.

Agreed to:

Agreed to:

By: 
Michael Bandelin, General Manager
Diamond Peak Ski Resort

By: 
Signature of Authorized Representative
Lance Heywood, President
Print or Type Name & Title

If CONSULTANT is a Corporation, attach evidence of authority to sign.

Address for Giving Notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Phone
775-832-1331- Fax

Address for Giving Notice:
HEYWOOD ENGINEERING, INC.
PO Box 18420
Reno, NV. 89511
775-852-2016 – Phone
775-636-7674 - Fax

HEYWOOD ENGINEERING, INC.

January 5, 2020

Mr. John Olson
Diamond Peak Ski Area
Ski Way
Incline Village, NV

Re: ***Proposal for professional services. Lakeview Lift Electrical Upgrades. Engineering and Programming. HEI Proposal #20DP1.pro***

John:

As requested, Heywood Engineering, Inc. is pleased to provide the following updated quotation for professional services related to the Electrical Drive and Control upgrades on your Lakeview Lift at Diamond Peak.

OVERALL SCOPE OF PROJECT:

- Remove existing low voltage control system
- Remove existing DC Motor Drive system (DC Motor to remain)
- Purchase and install a new Dual PLC based low voltage control system (based on Automation Direct Productivity 2000 Series PLC's). Engineering, design and programming by Heywood Engineering.
- Purchase and install a new ABB DCS880 Series DC Drive. Engineering, design and programming by Heywood Engineering. Existing DC Motor to be re-used
- Remove existing return station low voltage control system
- Remove existing loading carpet drive/control system at return station
- Purchase and install new return station lift controls and loading carpet drive/control system. Engineering, design and programming by Heywood Engineering. Existing loading carpet motor and gates will be re-used.
- Existing 480V and 120/240VAC power distribution to remain at both stations.
- Existing com-line and tower wiring to be re-used.
- Update existing auxiliary engine controls to interface with new low voltage control system and retarder system.
- Provide manual controls for a new magnetic retarder to be installed. (Design and installation of the actual retarder is not in our scope.)
- Installation to comply with all ANSI B77.1 requirements as well as local codes and standards.
- All work to be designed, programmed and tested by a Nevada Licensed Professional Engineer (PE).

PO BOX 18420 • RENO • NV 89511
PHONE: 775-852-2016 • FAX: 775-636-7674
WWW.HEYWOODENGINEERING.COM

All of the equipment and materials to complete the project will be purchased directly by Diamond Peak (or your contractor/vendor) using a Bill of Material provided by Heywood Engineering, Inc. Heywood Engineering will not be providing any hardware or materials for the project.

Removal of all existing equipment and installation of all new equipment will be performed by Diamond Peak (or your contractor) using schematics and documentation provided by Heywood Engineering. Heywood Engineering will not be providing any installation labor. Our work is limited to professional services only – engineering, design, programming, testing.

DETAILS OF PROPOSED CONTROL SYSTEM:

The proposed control system will include the following functions and features:

- Entire system is housed in a Rittal enclosure
- Entire system is powered at 24VDC and is battery backed
- System has dual PLC's and is based around the Automation Direct Productivity 2000 series PLC. *NOTE: This is a change from your existing Heywood Systems that are based on the Automation Direct DirectLogic Series of PLC's. The DirectLogic series is nearing end of production.*
- System includes an 10" color touch-screen Human Machine Interface (HMI) display located on the door of the control cabinet.
- All faults and alarms are displayed on the HMI panels. The faults and alarms can be logged to a USB thumb drive installed in the HMI. This provides a comma delimited file that can be used to export fault information to an Excel Spreadsheet for alarm archiving
- Normal fault circuits can be bypassed using a key-switch and a three digit code specific to each fault. All bypasses are automatically cleared when control power is cycled
- The PLC's, HMI's and DC Drive communicate with each other via Ethernet. The system includes an 8 port un-managed Ethernet switch.
- A quadrature encoder is installed to ride on the bullwheel E-Brake Flange. This encoder provides independent speed feedback. This is used for over-speed detection and rollback detection.
- System will be designed to interface with the existing braking systems
- System will be designed to interface with the existing auxiliary engine and will allow for interface to a retarder system in the future to allow for increased download operation.
- On each stop, the system will display the stopping distance, stopping time and average rate of deceleration
- Run speeds are set via direct entry on the HMI screen. System includes three set speeds (start speed, slow speed, fast speed)
- Sensors and inputs are provided to allow the PLC to directly read DC Motor Temp, Gearbox Temp, DC Drive cabinet Temp and motor room Temp. This information is displayed on the HMI screens and is alarmed as necessary.
- *Optional (not included in pricing below)* Lift will include a new RM Young Wind Speed and Direction sensing system. This allows for display of wind speed/direction information on the HMI screens and can provide high wind alarms as desired.

DETAILS OF PROPOSED DC DRIVE:

The proposed DC Drive system will include the following functions and features:

- Entire system is housed in a Rittal enclosure
- Drive is based on a ABB DCS880 series regen SCR module
- SCR module includes a current regulated field supply.
- DC Drive includes a new main breaker with through-door operator handle
- DC Drive includes a new AC Contactor
- DC Drive includes new high speed fuses on the AC input side
- DC Drive includes new high speed fuse on the positive armature output
- Drive includes all ANSI required safeties and functions
- DC Drive communicates directly with the main PLC via Ethernet

DETAILS OF PROPOSED LOADING CARPET DRIVE/CONTROL:

The proposed Loading Carpet Drive/Control will include the following functions and features:

- Entire system is housed in a Rittal enclosure
- Drive is based on a ABB ACS580 series drive module
- New Dynamic Braking (DB) resistor will be installed as necessary.
- Carpet controls are based on an Automation Direct Productivity 2000 PLC to match main controls.
- A 10" color HMI screen is installed in the cabinet door to provide for full system monitoring and control.
- The carpet PLC at the return and the main PLC's at the drive communicate with each other via Ethernet.
- The HMI touch-screens at both ends of the lift provide for full monitoring and annunciation of all lift functions at both ends of the lift.
- System includes new AC Breaker and contactors as necessary.

HEI SCOPE OF WORK:

- Design new low voltage controls for the lift
- Design new DC Drive system for the lift
- Design new loading carpet controls/drive system
- Design interface to existing auxiliary engine controls
- Design manual control system for magnetic retarder. NOTE: Our scope does not include specifying the actual retarder and/or designing the mounting and mechanical connection to tie the retarder in to the system
- Generate all required PLC and HMI programs
- Provide the required DC Drive programming/configuration
- Generate schematic diagrams for all systems designed
- Generate detailed bill of material as required
- Generate Connection diagrams as required

- Generate other written documentation as required
- Assist Diamond Peak in generating an RFP for panel fabrication and installation phases of the work. We will generate technical documentation only. Diamond Peak will be responsible for generating the overall RFP package that includes instructions to bidders, NRS legal requirements, postings, etc. Diamond Peak will also be responsible for administering the overall RFP process and contract award.
- Perform a factory QA inspection at the panel fabricators shop prior to the panels shipping.
- Generate required load test procedure
- Perform on-site start-up and debug of all equipment once installation is complete
- Provide telephone and/or e-mail tech support during the fabrication and installation phases of the project
- Conduct the acceptance test in the presence of any required inspectors and stakeholders
- Provide a PE certification of the completed upgrades

HEI EXCLUSIONS, LIMITATIONS and LIMIT OF LIABILITY:

- 1) This proposal is for professional services only as outlined above. We are providing no equipment, materials, hardware, fabrication, installation labor, and/or installation materials.
- 2) All equipment, materials, hardware, fabrication, installation labor and installation materials are to be provided by Diamond Peak at their expense.
- 3) As we are not providing any equipment, our warranty is limited to engineering issues only. We are providing no warranty for equipment, installation, quality of workmanship, and/or installation materials.
- 4) Diamond Peak will be responsible for obtaining and paying for any required permits, inspection fees, etc. that may be necessary in completing the project.
- 5) Diamond Peak will be responsible for providing, at their cost, the manpower necessary to operate the lift to enable all start-up, debug and testing activities.
- 6) Diamond Peak will be responsible for providing, at their cost, the manpower and ballast (weight) necessary to load the lift for the load test.
- 7) As this is an existing installation, our liability is limited specifically to the design/engineering of the upgrades describe herein. Heywood Engineering, Inc. as well as officers, directors, owners, shareholders, employees and associates of Heywood Engineering, Inc. accept no responsibility and/or liability for any of the existing electrical/control systems and/or components that are being maintained and/or any of the mechanical, structural, civil, and/or braking systems of the chairlifts. Further, we accept no responsibility and/or liability for the operation, maintenance and/or safety of the chairlifts.
- 8) Our design will be based on lift information provided to us by Diamond Peak personnel. Should any of the information provided be in error or omitted, and should such errors/omissions impact system functionality, design changes may be required and delays may be introduced. This is out of our control and such changes or delays would impact cost. Any such cost impacts are not the responsibility of Heywood Engineering, Inc.
- 9) With the exception of costs quoted for our services, budget costs provided herein for equipment, materials, labor, etc. are best estimates only. Heywood

Engineering, Inc. is not responsible for cost overruns. We will, if necessary, assist in “value engineering”.

- 10) We are not responsible for any “loss of use” costs should the time for installation, start-up, debug and/or testing take longer than expected.
- 11) HEI accepts no responsibility and/or liability for system downtime and/or lost revenue.
- 12) Our proposal is based on a set and fixed price as indicated below. If, however, we are on-site at the mutually agreed upon time and we cannot complete our work due to circumstances beyond our control, we reserve the right to charge for this “standby” time at our normal hourly rate plus associated expenses. This also applies to lost time due to mistakes and/or problems in the work of others.
- 13) Our quoted cost assumes that the panel fabricators shop will be in Phoenix, AZ. If a different fabricator is used, final cost may be adjusted to allow for differences in travel time and travel expenses to conduct the factory acceptance testing at the fabricator’s facility.
- 14) We are providing a design for manual control of a magnetic retarder. The design/specifying of the actual retarder as well as the design for the mounting and connection of the retarder is NOT included in our scope of work.

COST FOR HEI SERVICES:

Cost for our professional services is: **\$25,339.00**

The above quoted cost includes all travel time and expenses and covers the work described above as well as all exclusions and limitations. Desired terms are as follows:

- 40% upon delivery of design documents
- 30% upon completion of factory QA inspection and testing
- 30% upon completion of start-up and acceptance test

Invoices will be submitted as each payment comes due on terms of net 15. Payments are NOT subject to any retention.

OVERALL PROJECT BUDGET:

The following is an overall project budget. As indicated elsewhere, other than the cost for our services, all amounts indicated are for budget purposes and are “best estimates” based on our experience with past projects.

- | | |
|--|-------------------------|
| • Components and equipment for new lift controls: | \$16,176.00 est. |
| • Components and equipment for new DC Drive: | \$23,904.00 est. |
| • Components and equipment for new carpet drive/control: | \$13,693.00 est. |
| • Components and equipment for aux upgrade & retarder Control | \$ 4,000.00 est. |
| • Fabrication Labor for new equipment: | \$19,440.00 est. |
|
 | |
| • Total cost for equipment (this is the cost Diamond Peak will expect to pay for the complete and “Ready to Install” Drive, Control & Carpet Panels | \$77,213.00 est. |

- Installation materials (conduit, wire, etc.): \$ 1,500.00 est.
- Heywood Engineering Services (firm cost): \$25,339.00

- **TOTAL PROJECT COST: \$104,052.00**

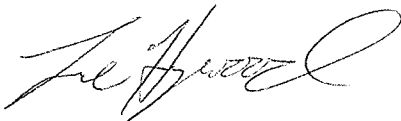
NOTE: The above budget prices do NOT include installation labor or the cost for a new com-line if required.

Project schedule will be as follows: We will require approximately 4 – 6 weeks to generate the engineering drawings and documents. Allow 3 - 4 weeks to get bids for equipment supply/fabrication, 4 – 6 weeks for panel fabrication and shop testing, 4 - 6 weeks for on-site installation and one week for start-up and testing. Total project time will be in the range of 16 – 23 weeks.

This proposal is valid for a period of 60 days from the above date and is subject to Heywood Engineering's standard terms and conditions.

Thank you for your continued interest in our services. If you have any questions or require additional information, please contact me at any time.

Best Regards,
Heywood Engineering, Inc.



Lance Heywood, P.E.
President

PROPOSAL ACCEPTANCE:

To accept this proposal, please sign and date where indicated below. Purchase order should reference HEI Proposal number 20DP1.

Proposal Accepted By:

Printed Name

Title

Date

Signature

PO Number

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

PROCUREMENT BID FORM

PROJECT IDENTIFICATION: **2020 Diamond Peak Ski Lift Electrical Upgrades
Ski Lift Motor Drive and Control Panel Equipment Procurement**

IVGID PROJECT NUMBER: **3462HE1702**

THIS BID IS SUBMITTED TO: **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**
*Public Works Department
1220 Sweetwater Road
Incline Village, NV 89451*

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with Owner in the form included in the Procurement Contract Documents to furnish all goods and services as specified or indicated in the Procurement Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Procurement Contract Documents.

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Procurement Agreement with other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.

In submitting this Bid, Bidder represents, as more fully set forth in the Procurement Agreement, that:

1. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which are hereby acknowledged):

Addendum Number

2. Bidder has familiarized itself with the nature and extent of the Procurement Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the goods.
3. Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
4. This Bid is genuine, and not made in the interest of nor on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any Agreement nor rules of any group, association, organization, or corporation; Bidder has neither directly nor indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has neither solicited nor induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
5. Bidder shall provide the goods and services for the following lump sum price, FOB Incline Village, Nevada, as detailed in the Procurement Contract Documents. Note that IVGID is exempt from paying State of Nevada local sales and use taxes. Do not include sales taxes in the Price amounts filled in below. Please complete the following:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

LUMP SUM BID

Scope: Manufacturing, factory testing, and delivery of five (5) ski lift drive and control panels. Panel fabrication consists of one (1) low voltage control systems panels, one (1) combined DC drive system and control system panel, and two (2) remote station control panels. Drive and control panels will be installed at the Diamond Peak Ski Resort by IVGID's construction contractor. Also included in this procurement is the supply of Shop Drawings prior to fabrication, factory acceptance testing support, inspection of equipment upon delivery, supply of As-Built Drawings upon delivery, and manufacturer's field services.

Price, in Numbers:	\$ 128,500.00
Price, in Words:	One Hundred and Twenty Eight Thousand, Five Hundred Dollars

EQUIPMENT DELIVERY SCHEDULE

Guaranteed Delivery Date for All Equipment: August 28th, 2020

6. Bidder agrees that the work will be substantially completed and ready for final payment in accordance with Article 10 of the Procurement General Conditions within time established in Article 5 of the Procurement Agreement.
7. Bidder accepts the provisions of the Procurement Agreement as to liquidated damages in the event of failure to complete the work on time.
8. Bidder shall provide one (1) copy of the following information with this Bid:
 - 8.1 List of any/all requested minor exceptions to the 2020 Diamond Peak Ski Lift Electrical Upgrades – Ski Lift Motor Drive and Control Panel Equipment Procurement Contract Documents.
9. The following documents are attached to and made a condition of this Bid:
 - 9.1 Bid Security: In the form of a Bid Bond or Cashier's Check in the amount of five percent (5%) of the Lump Sum Bid amount.
 - 9.2 Additional information provided by Bidder and submitted with Bid.
10. Communications concerning this Bid shall be addressed to the address of Bidder as indicated at the end of this section, or at the following address:

11. The terms used in this Bid which are defined in the Procurement General Conditions of the Procurement Contract Documents, and are included as part of the Procurement Contract Documents have the meanings assigned to them in the Procurement General Conditions.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

SUBMITTED on May 28th, 2020

If BIDDER is:

• **Individual:**

(Seal)

(Individual's Printed Name and Signature)

Doing Business as:

Business Address: _____

Phone Number: _____

• **Partnership:**

(Seal)

(Firm Name and Printed Name of Person Authorized to Sign)

(Signature of Person Authorized to Sign)

Business Address: _____

Phone Number: _____

• **Corporation:**

(Corporate Seal)

The George T. Hall Company

Anaheim, CA (Corporation Name)


(State of Incorporation)

Mike Howard, Vice President Systems Integration

(Printed Name and Title of Person Authorized to Sign)



(Signature)

Michael Smith 

(Secretary's Printed Name and Signature)

Business Address: 1315 Greg Street, Suite 104 Sparks, NV 89431

Phone Number 775-356-7401

• **Joint Venture***:

(Seal)

(Printed Name and Signature)

(Address)

(Printed Name and Signature)

(Address)

(*Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be as in the manner indicated above.)



George T. Hall
Company

Controls | Automation | Solutions

www.georgethall.com

May 27th, 2020

Quote S1259727 - 2020 Diamond Peak Ski Lift Electrical Upgrades Project No. 3462HE1702

Incline Village General Improvement District (IVGID)
1220 Sweetwater Road
Incline Village, NV 89451

Please accept our proposal for the Diamond Peak Ski Lift Electrical Upgrades Project.
Thank you for considering the George T. Hall Company.

Scope of Work:

Manufacturing, factory testing, and delivery of five (5) ski lift drive and control panels. Panel fabrication consists of one (1) low voltage control systems panels, one (1) combined DC drive system and control system panel, and two (2) remote station control panels. Drive and control panels will be installed at the Diamond Peak Ski Resort by IVGID's construction contractor. Also included in this procurement is the supply of Shop Drawings prior to fabrication, factory acceptance testing support, inspection of equipment upon delivery, supply of As-Built Drawings upon delivery, and manufacturer's field services.

Project Total: \$128,500.00	
Shop Drawings Approved 10%:	\$12,850.00
Factory Acceptance Testing 5%:	\$6,425.00
Delivery of Equipment 75%:	\$96,375.00
As-Built Drawings Approved 5%:	\$6,425.00
Final Payment 5%:	\$6,425.00

Notes:

Installation of all equipment on site by others
Drive startup/commissioning on site by others
Sales Tax Not Included

Sincerely,

Nathan Henderson

Nathan Henderson
George T. Hall Company
nhenderson@georgethall.com
775-303-7173

CORPORATE OFFICE
ANAHEIM, CA 714.939.7100

LOS ANGELES, CA | SAN DIEGO, CA | LAS VEGAS, NV | RENO/SPARKS, NV

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

BID BOND

Any singular reference to Supplier, Surety, Owner, or other party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS,

That we, George T. Hall Company as Principal (hereinafter called the Principal), and the SureTec Insurance Company a corporation created and existing under the laws of the State of Texas, whose principal office is in 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042 as Surety (hereinafter called the Surety), are held and firmly bound unto **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT** as Obligee (hereinafter called the Obligee), in the sum of five percent (5%) of the Lump Sum Bid amount Dollars (\$ 5%), for the payment of which sum, well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

**Article 1 - Incline Village General Improvement District
2020 Diamond Peak Ski Lift Electrical Upgrades
Ski Lift Motor Drive and Control Panel Equipment Procurement**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such warranty bond as may be specified in the bidding or contract documents with good and sufficient surety for Obligee's warranty obligation under such contract, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, and is otherwise to remain in full force and effect.

Signed and sealed this 26 day of May, 2020.

Witness:
Notary
Public

Amber Ortiz
(Individual)

SUPPLIER: George T. Hall Company (Seal)

George T. Hall
(Principal)

Attest:

(If Corporation)

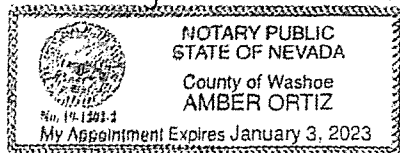
By: VP System Integration
(Title)

State of Nevada
County of Washoe
This instrument was
acknowledged before me
On May 27, 2020.

SURETY: SureTec Insurance Company (Seal)

Aidan Smock
Aidan Smock

By: Attorney-in-Fact
(Title)



UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

MEMORANDUM

TO : SAC, NEW YORK (100-100000)

FROM : SAC, NEW YORK (100-100000)

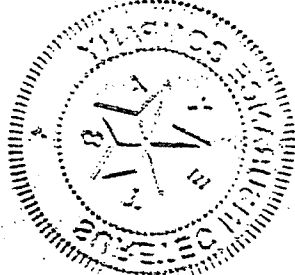
Re: [Illegible text]

Reference is made to [Illegible text]

Enclosed for the New York Office are [Illegible text]

[Illegible text]

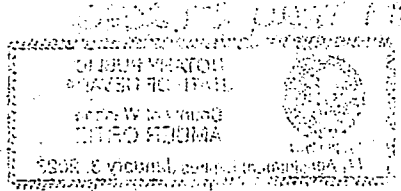
[Illegible text]



[Illegible signature]

[Illegible text]

[Illegible handwritten notes]



SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Aidan Smock, Richard Hallett, Marta Collett, Sandra Corona

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April A.D. 2020 .

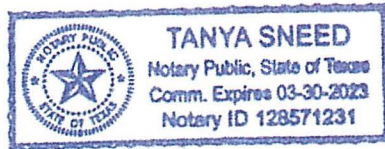
SURETEC INSURANCE COMPANY

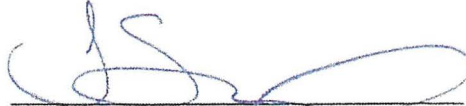
By: 
Michael C. Keimig, President



State of Texas SS:
County of Harris

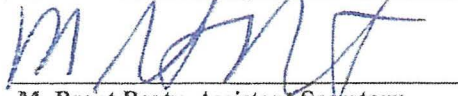
On this 6th day of April A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 26th day of May, 2020, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 510073
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

DECLARATION OF INDEPENDENCE

When in the course of human events, it becomes necessary for one people to dissolve the political bands which have connected them with another, and to assume among the people of the world a new and separate station, with which they are bound to connect their names and their posterity, it is their duty to declare the causes which impel them to the separation.

We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness.

That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed, — That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness.

Prudence, in the second place, will not forbid that when a long train of abuses and usurpations, pursuing the same object, evinces a design to reduce them to absolute Tyranny, it is their duty, that they should by the same means, assert their Right to be free from Tyranny, and to provide for their future Safety by the formation of a new Government.

Now in the second place, we have the right to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness.

That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness.

That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness.

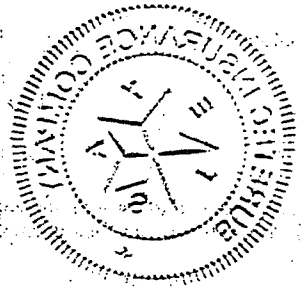
That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness.

That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness.

That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness.

That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness.

That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego }

On MAY 26 2020 before me, Sandra Corona, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

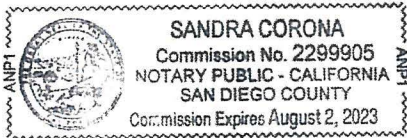
personally appeared Aidan Smock
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Sandra Corona
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

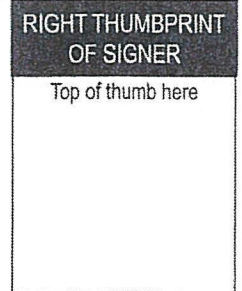
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

SAN DIEGO COUNTY
CLERK OF SUPERIOR COURT
SANDRA CORONA
Commission No. 220902
Expires August 2, 2024



May 26, 2020

Ms. Ronnie Rector, Public Works Contract Administrator
Incline Village General Improvement District
1220 Sweetwater Road,
Incline Village, NV 89451
(775) 832-1267, rlr@ivgid.com

RE: IVGID Project No. 342HE1702 – Ski Lift Motor Drive and Control Panel Equipment

Proposal: 217389-01

Dear Madam:

In accordance with the bid documents and supporting information, Keller Electrical Industries (KEI) proposes the following scope and budget for completing this work.

Bid Documents

This proposal is based upon bid drawings received May 15 from Incline Village General Improvement District (IVGID) dated March and April, 2020 and noted as being Revision 0.

This proposal is also based upon bid specifications received May 15 from IVGID dated April 25, 2020, and noted as being Revision 1. This proposal also reflects the additional notes published May 21-22, 2020.

Scope of Work

KEI has been asked to provide five (5) custom control panels for a chair lift at Diamond Peak Ski Area. The five panels are:

- Main Control Panel
- DC Drive Panel
- Return Station Load Conveyor Panel
- Two (2) Local Control Stations

The electrical elementary drawings were provided in the request to quote. Photographs of the existing control panels that are to be replaced were provided in the additional notes from May 21-22. KEI has been asked to provide drawings for this project. The scope of work here is assumed to be the physical layout drawings for the panels to be provided. KEI will procure all of the materials and assemble the panels in our Phoenix facility. Programming of the PLC equipment is to be provided by others. KEI is to provide Factory Acceptance Testing assistance at our facility for the Engineer of Record to perform. After acceptance, KEI is to package the panels for shipping and deliver, freight PPD and allowed, FOB jobsite. Installation on site is by others. This includes installation of materials shipped loose, such as the encoders and ancillary materials for same, and the “Photo eye amplifier” that is to be relocated from the existing Return Station Load Conveyor panel. A KEI technician shall be on site for installation supervision for six days – Tuesday, Wednesday and Thursday for two consecutive weeks.

1 Project Management

- a. Develop a manufacturing and delivery schedule detailing the equipment and services offered for this project.
- b. Attend project meetings.

- c. Provide material and labor reports and invoicing on a timely basis.
- d. Provide contract close-out documentation.

2 Engineering

- a. Produce detailed physical drawings for equipment manufacture and installation.
- b. Provide submittal review and construction QA/QC services.

3 Manufacturing and Supply of Equipment

- a. Fabricate and assemble electrical and control system equipment.
- b. Conduct a Factory Acceptance Test and provide written test reports.
- c. Deliver electrical and control system equipment to the project site.
- d. Provide installation supervision for the manufactured equipment.

4 Permitting, Construction, and Demolition

- a. By others

5 Testing and Startup Assistance

- a. Coordinate with owner and engineer to assure that plant electrical and control systems function in the intended manner.

6 Contract Closeout

- a. Provide "Record" or "As Built" drawings.
- b. Provide warranties for equipment, products, and systems.

7 Spare Parts

- a. Cost for spare parts is not included in this proposal.
- b. Upon request, KEI will furnish a priced list of recommended spare parts.

8 Schedule

- a. 2 weeks after Receipt of Order to provide shop drawings and equipment submittals.
- b. 10 weeks after receipt of drawing approval to fabricate and test equipment.

9 Exclusions and Clarifications

- a. Only work, equipment, and materials explicitly stated in this document are part of this proposal. KEI accepts the responsibility for the coordination and furnishing of small and incidental equipment and services normally associated with this type of work and for coordination with other disciplines. Any additional significant equipment, materials, or services will be furnished only upon execution of a change order.
- b. All other equipment and services not specifically mentioned in this scope of work nor defined above shall be the responsibility of others.
- c. This proposal is based upon KEI executing their work in reasonable coordination with other disciplines and entities. Additional KEI costs due to significant or extraordinary delays by others will be grounds for change orders.
- d. KEI reserves the right to withhold shipment of equipment and materials until payment has been received for all outstanding invoices.
- e. KEI will not supply personnel for startup or commissioning until payment has been received for all outstanding invoices.
- f. A 5% bid bond is included in this proposal.
- g. KEI is not responsible for on-site installation or startup of this equipment.

10 Exceptions to the Bid Documents

- a. No exceptions.

11 Taxes and Freight

- a. Transaction privilege taxes in accordance with Arizona Revised Statutes (A.R.S) Section 42-5075 are not included in this proposal. Upon request, KEI will furnish an estimate of taxes for this work. The Owner is to furnish KEI with tax exempt information if taxes are not to be charged.
- b. This proposal includes freight cost for delivery of KEI manufactured products to the project site.

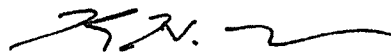
12 Warranty:

- a. The warranty period for KEI manufactured electrical and control equipment is 18 months from ship date or 12 months from startup date. During this period, KEI will repair or replace at no cost to owner any failed component or system.
- b. Unless noted differently, KEI will honor a manufacturer's warranty for all purchased equipment and will coordinate with the manufacturer to repair or replace the equipment in accordance with the manufacturer's warranty.
- c. The KEI warranty covers only KEI furnished equipment and explicitly excludes all costs of lost production, loss of facility availability, and any and all other incidental costs.
- d. KEI will make every effort to honor the warranty in a timely manner. Delays in getting parts or equipment from manufacturers may affect the time to implement repairs or replacement.

13 Payment Terms and Conditions:

Description	Percentage
Upon receipt of approved submittal drawings	10%
Upon completion of Factory Acceptance testing	5%
Upon delivery of Equipment	75%
Upon delivery of As-Built drawings & documents	5%
Final Payment	5%

KEI appreciates the opportunity to furnish this proposal. We have made every effort to assure that the proposed equipment and services will satisfy your requirements. Should you have any questions, comments, concerns or require further clarification, please feel free to contact me at your convenience.



Kevin H. Baker, P.E.
Sr. Electrical Engineer
Keller Electrical Industries, Inc.
1881 E. University Dr.
Phoenix, AZ 85034
O: (602) 437-3015
F: (602) 437-8163

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

PROCUREMENT BID FORM

PROJECT IDENTIFICATION: **2020 Diamond Peak Ski Lift Electrical Upgrades
Ski Lift Motor Drive and Control Panel Equipment Procurement**

IVGID PROJECT NUMBER: **3462HE1702**

THIS BID IS SUBMITTED TO: **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**
*Public Works Department
1220 Sweetwater Road
Incline Village, NV 89451*

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with Owner in the form included in the Procurement Contract Documents to furnish all goods and services as specified or indicated in the Procurement Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Procurement Contract Documents.

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Procurement Agreement with other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.

In submitting this Bid, Bidder represents, as more fully set forth in the Procurement Agreement, that:

1. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which are hereby acknowledged):

Addendum Number
Q&A - 5/22/20
Photos of Existing Cabinets

2. Bidder has familiarized itself with the nature and extent of the Procurement Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the goods.
3. Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
4. This Bid is genuine, and not made in the interest of nor on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any Agreement nor rules of any group, association, organization, or corporation; Bidder has neither directly nor indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has neither solicited nor induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
5. Bidder shall provide the goods and services for the following lump sum price, FOB Incline Village, Nevada, as detailed in the Procurement Contract Documents. Note that IVGID is exempt from paying State of Nevada local sales and use taxes. Do not include sales taxes in the Price amounts filled in below. Please complete the following:

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES**

LUMP SUM BID

Scope: Manufacturing, factory testing, and delivery of five (5) ski lift drive and control panels. Panel fabrication consists of one (1) low voltage control systems panels, one (1) combined DC drive system and control system panel, and two (2) remote station control panels. Drive and control panels will be installed at the Diamond Peak Ski Resort by IVGID's construction contractor. Also included in this procurement is the supply of Shop Drawings prior to fabrication, factory acceptance testing support, inspection of equipment upon delivery, supply of As-Built Drawings upon delivery, and manufacturer's field services.

Price, in Numbers:	\$ 116,173.00
Price, in Words:	One hundred, sixteen thousand, one hundred seventy three 00/100

EQUIPMENT DELIVERY SCHEDULE

Assuming contract award of 7/1, and

Guaranteed Delivery Date for All Equipment: drawing approval 7/22 - September 30, 2020

6. Bidder agrees that the work will be substantially completed and ready for final payment in accordance with Article 10 of the Procurement General Conditions within time established in Article 5 of the Procurement Agreement.
7. Bidder accepts the provisions of the Procurement Agreement as to liquidated damages in the event of failure to complete the work on time.
8. Bidder shall provide one (1) copy of the following information with this Bid:
 - 8.1 List of any/all requested minor exceptions to the 2020 Diamond Peak Ski Lift Electrical Upgrades – Ski Lift Motor Drive and Control Panel Equipment Procurement Contract Documents.
9. The following documents are attached to and made a condition of this Bid:
 - 9.1 Bid Security: In the form of a Bid Bond or Cashier's Check in the amount of five percent (5%) of the Lump Sum Bid amount.
 - 9.2 Additional information provided by Bidder and submitted with Bid.
10. Communications concerning this Bid shall be addressed to the address of Bidder as indicated at the end of this section, or at the following address:

Cody R. Eslick
1881 E. University Ave.
Phoenix, AZ 85034
ceslick@kellerelectrical.com
11. The terms used in this Bid which are defined in the Procurement General Conditions of the Procurement Contract Documents, and are included as part of the Procurement Contract Documents have the meanings assigned to them in the Procurement General Conditions.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

SUBMITTED on May 28, 2020

If BIDDER is:

• **Individual:**

(Seal)

(Individual's Printed Name and Signature)

Doing Business as:

Business Address: _____

Phone Number: _____

• **Partnership:**

(Seal)

(Firm Name and Printed Name of Person Authorized to Sign)

(Signature of Person Authorized to Sign)

Business Address: _____

Phone Number: _____

• **Corporation:**

(Corporate Seal)

Keller Electrical Industries, Inc.


Arizona (Corporation Name)

(State of Incorporation)

Cody Eslick

(Printed Name and Title of Person Authorized to Sign)


(Signature)


(Secretary's Printed Name and Signature)

Business Address: 1881 E. University Dr.

Phone Number (602) 437-3015

• **Joint Venture***:

(Seal)

(Printed Name and Signature)

(Address)

(Printed Name and Signature)

(Address)

(*Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be as in the manner indicated above.)

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

BID BOND

Any singular reference to Supplier, Surety, Owner, or other party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS,

That we, Keller Electrical Industries, Inc. as Principal (hereinafter called the Principal), and the Western Surety Company a corporation created and existing under the laws of the State of South Dakota, whose principal office is in Chicago, IL as Surety (hereinafter called the Surety), are held and firmly bound unto INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT as Obligee (hereinafter called the Obligee), in the sum of Five Percent of the Total Amount Bid Dollars (*** 5% TAB ***), for the payment of which sum, well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Article 1 - Incline Village General Improvement District
2020 Diamond Peak Ski Lift Electrical Upgrades
Ski Lift Motor Drive and Control Panel Equipment Procurement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such warranty bond as may be specified in the bidding or contract documents with good and sufficient surety for Obligee's warranty obligation under such contract, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, and is otherwise to remain in full force and effect.

Signed and sealed this 28th day of May, 2020.

Witness: _____
(Individual)

Attest: _____
(If Corporation)

SUPPLIER: _____ (Seal)

Keller Electrical Industries, Inc.

By: _____ (Principal)

By: [Signature] _____ (Title)

SURETY: _____ (Seal)

Western Surety Company

By: _____

By: [Signature] _____ (Title)

Susan E. Hurd, Attorney-In-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Debra J Fischer, Susan E Hurd, Michael M Hylant, Judy K Wilson, Robert A Brewster, Individually

of Dublin, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of March, 2018.

WESTERN SURETY COMPANY



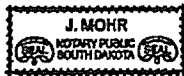
Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of March, 2018, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of May 2020.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ACKNOWLEDGMENT OF PRINCIPAL:

STATE OF

COUNTY OF

On this 28th day of May, 2020 before me personally appeared Adam M. Mahan, known to, me to be the CEO of Keller Electrical Industries, Inc.

the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(SEAL) Pam Brake
Notary Public in the State of
County of Franklin



PAM BRAKE
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Fairfield County
My Comm. Exp. 6/6/2022

ACKNOWLEDGMENT OF SURETY:

STATE OF **Ohio**

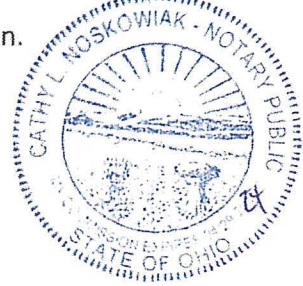
COUNTY OF **Franklin**

On this 28th day of May, 2020 before me personally appeared Susan E. Hurd, known to, me to be the Attorney-In-Fact of Western Surety Company, the corporation that executed

the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(SEAL) Cathy L. Noskowiak
Notary Public in the State of **Ohio**
County of **Franklin**



WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2019

ASSETS

Bonds	\$	1,943,152,245
Stocks		27,166,227
Cash, cash equivalents, and short-term investments		27,903,793
Receivables for securities		-
Investment income due and accrued		17,854,019
Premiums and considerations		56,706,652
Amounts recoverable from reinsurers		1,307,522
Current federal and foreign income tax recoverable and interest thereon		2,678,469
Net deferred tax asset		11,798,536
Receivable from parent, subsidiaries, and affiliates		12,821,583
Other assets		601
Total Assets	\$	<u>2,101,389,646</u>

LIABILITIES AND SURPLUS

Losses	\$	206,051,147
Loss adjustment expense		52,124,445
Commissions payable, contingent commissions and other similar charges		9,862,381
Other expenses (excluding taxes, license and fees)		3,624
Taxes, license and fees (excluding federal and foreign income taxes)		3,875,999
Federal and foreign income taxes payable		-
Unearned premiums		248,521,840
Advance premiums		6,112,006
Ceded reinsurance premiums payable (net of ceding commissions)		1,673,524
Amounts withheld or retained by company for account of others		5,332,206
Provision for reinsurance		290,516
Payable to parent, subsidiaries and affiliates		2,905
Payable on security transactions		-
Other liabilities		97,836
Total Liabilities	\$	<u>533,948,430</u>

Surplus Account:

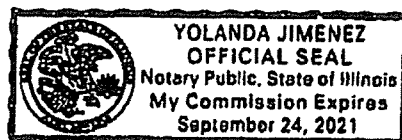
Common stock	\$	4,000,000
Gross paid in and contributed surplus		280,071,837
Unassigned funds		1,283,369,380
Surplus as regards policyholders	\$	<u>1,567,441,217</u>
Total Liabilities and Capital	\$	<u>2,101,389,646</u>

I, Amy Smith, Senior Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2019, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Amy Smith
Senior Vice President

Subscribed and sworn to me this 11 day of March 2020
My commission expires:



By Yolanda Jimenez
Notary Public

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

PROCUREMENT BID FORM

PROJECT IDENTIFICATION: **2020 Diamond Peak Ski Lift Electrical Upgrades
Ski Lift Motor Drive and Control Panel Equipment Procurement**

IVGID PROJECT NUMBER: **3462HE1702**

THIS BID IS SUBMITTED TO: **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)
Public Works Department
1220 Sweetwater Road
Incline Village, NV 89451**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with Owner in the form included in the Procurement Contract Documents to furnish all goods and services as specified or indicated in the Procurement Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Procurement Contract Documents.

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Procurement Agreement with other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.

In submitting this Bid, Bidder represents, as more fully set forth in the Procurement Agreement, that:

1. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which are hereby acknowledged):

Addendum Number

2. Bidder has familiarized itself with the nature and extent of the Procurement Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the goods.
3. Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
4. This Bid is genuine, and not made in the interest of nor on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any Agreement nor rules of any group, association, organization, or corporation; Bidder has neither directly nor indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has neither solicited nor induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
5. Bidder shall provide the goods and services for the following lump sum price, FOB Incline Village, Nevada, as detailed in the Procurement Contract Documents. Note that IVGID is exempt from paying State of Nevada local sales and use taxes. Do not include sales taxes in the Price amounts filled in below. Please complete the following:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

LUMP SUM BID

Scope: Manufacturing, factory testing, and delivery of five (5) ski lift drive and control panels. Panel fabrication consists of one (1) low voltage control systems panels, one (1) combined DC drive system and control system panel, and two (2) remote station control panels. Drive and control panels will be installed at the Diamond Peak Ski Resort by IVGID's construction contractor. Also included in this procurement is the supply of Shop Drawings prior to fabrication, factory acceptance testing support, inspection of equipment upon delivery, supply of As-Built Drawings upon delivery, and manufacturer's field services.

Price, in Numbers:	\$ 96,800.00
Price, in Words:	Ninty Six Thousand Eight Hundred Dollars and No Cents

EQUIPMENT DELIVERY SCHEDULE

Guaranteed Delivery Date for All Equipment: September 30, 2020

6. Bidder agrees that the work will be substantially completed and ready for final payment in accordance with Article 10 of the Procurement General Conditions within time established in Article 5 of the Procurement Agreement.
7. Bidder accepts the provisions of the Procurement Agreement as to liquidated damages in the event of failure to complete the work on time.
8. Bidder shall provide one (1) copy of the following information with this Bid:
 - 8.1 List of any/all requested minor exceptions to the 2020 Diamond Peak Ski Lift Electrical Upgrades – Ski Lift Motor Drive and Control Panel Equipment Procurement Contract Documents.
9. The following documents are attached to and made a condition of this Bid:
 - 9.1 Bid Security: In the form of a Bid Bond or Cashier's Check in the amount of five percent (5%) of the Lump Sum Bid amount.
 - 9.2 Additional information provided by Bidder and submitted with Bid.
10. Communications concerning this Bid shall be addressed to the address of Bidder as indicated at the end of this section, or at the following address:

Frank Kretz
frank.kretz@missioncc.com
408-848-5250 x10
11. The terms used in this Bid which are defined in the Procurement General Conditions of the Procurement Contract Documents, and are included as part of the Procurement Contract Documents have the meanings assigned to them in the Procurement General Conditions.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

SUBMITTED on May 28, 2020

If BIDDER is:

• **Individual:**

(Seal)

(Individual's Printed Name and Signature)

Doing Business as: _____

Business Address: _____

Phone Number: _____

• **Partnership:**

(Seal)

(Firm Name and Printed Name of Person Authorized to Sign)

(Signature of Person Authorized to Sign)

Business Address: _____

Phone Number: _____

• **Corporation:**

(Corporate Seal)

Mission Control Company, Inc.

(Corporation Name)

California

(State of Incorporation)

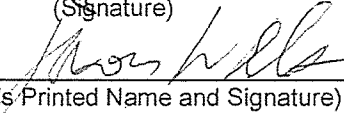
Frank Kretz (President)

(Printed Name and Title of Person Authorized to Sign)



(Signature)

Jason Wells



(Secretary's Printed Name and Signature)

Business Address: 305 Mayock Road, Unit H, Gilroy CA 95020

Phone Number: 408-848-5250

• **Joint Venture***:

(Seal)

(Printed Name and Signature)

(Address)

(Printed Name and Signature)

(Address)

(*Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be as in the manner indicated above.)

2020 Diamond Peak Ski Lift Electrical Upgrades
Ski Lift Motor Drive and Control Panel Equipment Procurement

Exceptions/Clarifications

- BOM Device ID 17EN1 is a field mounted device and is not included in our proposal.
- BOM Device ID 37EN1 is a field mounted device and is not included in our proposal.

ENDORSE HERE:

X

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USAGE ONLY

Original Document



The following security features (and others not listed) exceed industry standards:

Security Features

Security Screen

Chemical Sensitivity

Padlock Icon

Document appearance if altered:

- Absence of modification of "Original Document" screen on back of check
- Colored stains or spots appear with chemical alteration
- Absence of padlock icon

©2004 First Data Bank, a contribution work of Check Payment Systems Association

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

BID BOND

Any singular reference to Supplier, Surety, Owner, or other party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS,

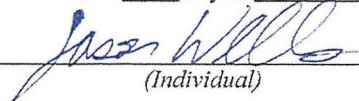
That we, Mission Controls Company, Inc. as Principal (hereinafter called the Principal), and the _____ a corporation created and existing under the laws of the State of _____, whose principal office is in _____ as Surety (hereinafter called the Surety), are held and firmly bound unto **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT** as Obligee (hereinafter called the Obligee), in the sum of Four Thousand Eight Hundred Forty Dollars (\$ 4,840.00), for the payment of which sum, well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

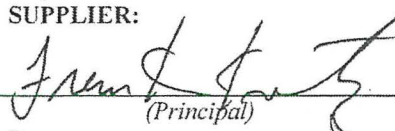
Article 1 - Incline Village General Improvement District
2020 Diamond Peak Ski Lift Electrical Upgrades
Ski Lift Motor Drive and Control Panel Equipment Procurement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such warranty bond as may be specified in the bidding or contract documents with good and sufficient surety for Obligee's warranty obligation under such contract, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, and is otherwise to remain in full force and effect.

Signed and sealed this 20 day of May, 2020.

Witness: 
(Individual)

Attest: _____
(If Corporation)

SUPPLIER: _____ (Seal)

(Principal)

By: President
(Title)

SURETY: _____ (Seal)

By: _____
(Title)

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
DIAMOND PEAK
2020 SKI LIFT ELECTRICAL UPGRADES**



**PROCUREMENT CONTRACT DOCUMENTS
SKI LIFT MOTOR DRIVE AND CONTROL PANEL
EQUIPMENT
IVGID PROJECT NO. 3462HE1702**

Prepared by:

Heywood Engineering, Inc

Reno, NV

May, 2020

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
DIAMOND PEAK
2020 SKI LIFT ELECTRICAL UPGRADES

SKI LIFT MOTOR DRIVE AND CONTROL PANEL EQUIPMENT
PROCUREMENT

Table of Contents

CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

INVITATION TO BID

INSTRUCTIONS TO BIDDERS

PROCUREMENT BID FORM

BID BOND

PROCUREMENT AGREEMENT BETWEEN BUYER AND SELLER

PROCUREMENT GENERAL CONDITIONS

PROCUREMENT SUPPLEMENTARY CONDITIONS

GENERAL REQUIREMENTS

TECHNICAL GUIDELINES (pages 1 – 5)

REFERENCE DOCUMENTS

DRAWINGS – LAKEVIEW LIFT

- Drawing 20-S04-01.Drive.SCH. Overall schematic for low voltage control system.(sheets 0 – 44)
- Drawing 20-S04-01.Return.SCH. Schematics for return station control and loading carpet drive panel. (sheets 1 – 23)
- Drawing 20-S04-01.OpStations.SCH. Schematics of the drive and return station operator control panels. (sheets 1 – 3)

BILL OF MATERIALS – LAKEVIEW LIFT

- Document 20-S04-01.BOM. Bill of materials for the overall system. (pages 1 – 20)

TERMINAL STRIP LIST – LAKEVIEW LIFT

- Document 20-S04-01.LIS (pages 1 – 25)

This page intentionally left blank.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

INVITATION TO BID

Sealed proposals will be received at the office of the Incline Village General Improvement District (IVGID), 1220 Sweetwater Road, Incline Village, Washoe County, Nevada, until 10:00 a.m., May 28, 2020, at which time they will be publicly opened and read for:

Incline Village General Improvement District
2020 Diamond Peak Ski Lift Electrical Upgrades

**Ski Lift Motor Drive and Control Panel Equipment Procurement
Project No. 3462HE1702**

The work includes:

Manufacturing, factory testing, and delivery of five (5) ski lift drive and control panels. Panel fabrication consists of one (1) low voltage control systems panels, one (1) combined DC drive system and control system panel, and two (2) remote station control panels. Drive and control panels will be installed at the Diamond Peak Ski Resort by IVGID's construction contractor. Also included in this procurement is the supply of Shop Drawings prior to fabrication, factory acceptance testing support, inspection of equipment upon delivery, supply of As-Built Drawings upon delivery, and manufacturer's field services.

Procurement Contract Documents, including Technical Specifications, may be obtained by contacting the Incline Village GID Engineering Division office at 775-832-1267. Any questions concerning the 2020 Diamond Peak Ski Lift Electrical Upgrades – Ski Lift Motor Drive and Control Panel Equipment Procurement Contract Documents should be directed to Ronnie Rector, Public Works Contracts Administrator, 775-832-1267.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

THIS PAGE INTENTIONALLY LEFT BLANK

INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Procurement General Conditions, EJCDC Document P-700 (2010 Edition), have the meanings assigned to them in the Procurement General Conditions. The term, "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

Owner – Incline Village General Improvement District (IVGID)

Engineer – IVGID Engineering Division

Design Engineer – Heywood Engineering, Inc.

2.0 COPIES OF BIDDING DOCUMENTS

2.1 Complete Sets of the Bidding Documents may be obtained from Engineer.

2.2 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining bids for furnishing the goods and special services and do not confer a license or grant for any other use.

3.0 QUALIFICATIONS OF BIDDERS

Only Bids submitted by Bidders with at least five years of experience and history constructing/building industrial electrical and control equipment will be considered by the Owner. Bidder must operate and maintain a fabrication shop and staff capable of building the equipment in a professional and workman-like manner and meeting the requirements outlined in the Bidding Documents for fabrication and factory acceptance testing.

4.0 EXAMINATION OF PROCUREMENT DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder must (a) examine the Procurement Contract Documents thoroughly, (b) become familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or furnishing the goods and special services, (c) study and carefully correlate Bidder's observations with the Procurement Contract Documents, and (d) if specified, or if, in Bidder's judgment, any local condition may in any manner affect cost, progress or furnishing of goods and special services, visit the site to become familiar with local conditions.

4.2 Upon request, Owner will provide each Bidder with access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his bid. To schedule a site visit, Bidder shall contact Ronnie Rector, Contracts Administrator, (775-832-1267).

4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Procurement Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for furnishing the goods and special services.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

5.0 INTERPRETATIONS

All questions about the meaning or intent of the Procurement Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.0 BID SECURITY

As defined in Article 9 of Bid Form.

7.0 CONTRACT TIME

See applicable provisions of the Procurement Agreement and the Procurement General Conditions.

8.0 LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Procurement Agreement.

9.0 SUBSTITUTE MATERIAL AND EQUIPMENT

The contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute item of materials or equipment may be furnished or used by Supplier, if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the effective date of the Procurement Agreement. The procedure for submission of any such application by Supplier and consideration by Engineer is set forth in Paragraph 5.04 of the Procurement General Conditions which may be supplemented in the Procurement General Requirements.

10.0 PROCUREMENT BID FORM

10.1 The Procurement Bid Form is attached hereto; additional copies may be obtained from Engineer.

10.2 Procurement Bid Form must be completed in ink or by typewriter or in electronic typewritten format. The bid price of each item on the form must be stated in words and numerals.

10.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

10.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5 All names must be typed or printed below the signature.

10.6 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Procurement Bid Form).

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

10.7 The address to which communications regarding the bid are to be directed must be shown.

11.0 SUBMISSION OF BIDS

Bids must be submitted at the time and place indicated in the Invitation to Bid, and must be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder, and accompanied by the required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope must be enclosed in a separate envelope with the notation, "BID ENCLOSED" on the face thereof. Submit one (1) wet signed copy of the Procurement Bid Form.

12.0 MODIFICATION AND WITHDRAWAL OF BIDS

12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

12.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder will not be permitted to modify its Bid but may withdraw its Bid. Thereafter, that Bidder will be disqualified from further bidding on the goods and special services to be furnished under the Procurement Documents.

13.0 OPENING OF BIDS

Bids will be opened publicly and will be read aloud at 10:00 a.m. on May 28, 2020. An abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

14.0 BIDS TO REMAIN OPEN

All Bids shall remain open for sixty (60) days after the date of the Bid opening, but Owner may, at his sole discretion, release any Bid and return the Bid security prior to that date.

15.0 AWARD OF CONTRACT

15.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

15.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms.

15.3 Owner may consider performance data, and guarantees of materials and equipment.

15.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders to

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

furnish the Goods and Special Services in accordance with the Procurement Contract Documents to Owner's satisfaction within the prescribed time.

- 15.5** Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 15.6** The contract, if awarded, will be awarded to the lowest Bidder(s) based upon Owner's evaluation which indicates that the award will be in the best interest of Owner. The Owner reserves the right to purchase materials from multiple vendors.
- 15.7** If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid Opening. Owner anticipates issuing Notice of Award no later than July 1, 2020.

16.0 BID, PERFORMANCE, AND OTHER BONDS

A five percent (5%) Bid Bond is required as defined in Article 9 of the Bid Form.

17.0 SIGNING OF PROCUREMENT AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Procurement Agreement and all other Procurement Contract Documents. Within fifteen (15) days thereafter, Supplier shall sign and deliver three counterparts of the Procurement Agreement to Owner with all other Procurement Contract Documents attached. Within ten (10) days thereafter Owner will deliver one fully signed counterpart to Supplier.

18.0 SPECIAL REQUIREMENTS

The Bid amount submitted for the specified goods and services, and, unless otherwise specified in the Procurement Contract Documents is FOB destination (freight included) to the delivery address. Unless otherwise specified in the Procurement Agreement, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the Owner, or in lieu thereof, the Owner shall provide the Bidder with a tax exemption certificate acceptable to the applicable taxing authority.

19.0 APPEAL BY BIDDERS

Prior to award by Owner, any Bidder may appeal a pending bid award. The appellant must:

- 19.1** Submit a written protest to the Owner's contract administrator within five (5) workdays after the bid opening.
- 19.2** Describe, in the written protest, the issues to be addressed on appeal including the applicable provisions of law violated.
- 19.3** Post, with the written protest, a bond with a surety meeting the requirements of SC 4.01 authorized to do business in this state or submit other security in a form approved by Owner who will hold the bond or security until a determination is made on the appeal.
- 19.4** Post the bond or other security in the amount of 25 percent of the total dollar value of the appellant's bid, up to a maximum bond or other security amount of \$250,000.00.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

- 19.5** A notice of protest in accordance with the provision of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the public body on the protest.
- 19.6** Not seek any type of judicial intervention until Owner has rendered its final decision on the protest.
- 19.7** Neither a public body nor any authorized representative of the public body is liable for any costs, expenses, attorney's fee, loss of income or other damages sustained by a person who makes a bid, whether or not the person files a notice of protest pursuant to this section.
- 19.8** If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the public body in an amount equal to the expenses incurred by the public body because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

This page intentionally left blank.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

PROCUREMENT BID FORM

PROJECT IDENTIFICATION: **2020 Diamond Peak Ski Lift Electrical Upgrades
Ski Lift Motor Drive and Control Panel Equipment Procurement**

IVGID PROJECT NUMBER: **3462HE1702**

THIS BID IS SUBMITTED TO: **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**
*Public Works Department
1220 Sweetwater Road
Incline Village, NV 89451*

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with Owner in the form included in the Procurement Contract Documents to furnish all goods and services as specified or indicated in the Procurement Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Procurement Contract Documents.

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Procurement Agreement with other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.

In submitting this Bid, Bidder represents, as more fully set forth in the Procurement Agreement, that:

1. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which are hereby acknowledged):

Addendum Number

2. Bidder has familiarized itself with the nature and extent of the Procurement Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the goods.
3. Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
4. This Bid is genuine, and not made in the interest of nor on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any Agreement nor rules of any group, association, organization, or corporation; Bidder has neither directly nor indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has neither solicited nor induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
5. Bidder shall provide the goods and services for the following lump sum price, FOB Incline Village, Nevada, as detailed in the Procurement Contract Documents. Note that IVGID is exempt from paying State of Nevada local sales and use taxes. Do not include sales taxes in the Price amounts filled in below. Please complete the following:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

LUMP SUM BID

Scope: Manufacturing, factory testing, and delivery of five (5) ski lift drive and control panels. Panel fabrication consists of one (1) low voltage control systems panels, one (1) combined DC drive system and control system panel, and two (2) remote station control panels. Drive and control panels will be installed at the Diamond Peak Ski Resort by IVGID's construction contractor. Also included in this procurement is the supply of Shop Drawings prior to fabrication, factory acceptance testing support, inspection of equipment upon delivery, supply of As-Built Drawings upon delivery, and manufacturer's field services.

Price, in Numbers:	\$
Price, in Words:	

EQUIPMENT DELIVERY SCHEDULE

Guaranteed Delivery Date for All Equipment: _____, 2020

6. Bidder agrees that the work will be substantially completed and ready for final payment in accordance with Article 10 of the Procurement General Conditions within time established in Article 5 of the Procurement Agreement.
7. Bidder accepts the provisions of the Procurement Agreement as to liquidated damages in the event of failure to complete the work on time.
8. Bidder shall provide one (1) copy of the following information with this Bid:
 - 8.1 List of any/all requested minor exceptions to the 2020 Diamond Peak Ski Lift Electrical Upgrades – Ski Lift Motor Drive and Control Panel Equipment Procurement Contract Documents.
9. The following documents are attached to and made a condition of this Bid:
 - 9.1 Bid Security: In the form of a Bid Bond or Cashier's Check in the amount of five percent (5%) of the Lump Sum Bid amount.
 - 9.2 Additional information provided by Bidder and submitted with Bid.
10. Communications concerning this Bid shall be addressed to the address of Bidder as indicated at the end of this section, or at the following address:

11. The terms used in this Bid which are defined in the Procurement General Conditions of the Procurement Contract Documents, and are included as part of the Procurement Contract Documents have the meanings assigned to them in the Procurement General Conditions.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

SUBMITTED on _____, 2020

If BIDDER is:

• **Individual:**

(Seal)

(Individual's Printed Name and Signature)

Doing Business as:

Business Address:

Phone Number:

• **Partnership:**

(Seal)

(Firm Name and Printed Name of Person Authorized to Sign)

(Signature of Person Authorized to Sign)

Business Address:

Phone Number:

• **Corporation:**

(Corporate Seal)

(Corporation Name)

(State of Incorporation)

(Printed Name and Title of Person Authorized to Sign)

(Signature)

(Secretary's Printed Name and Signature)

Business Address:

Phone Number

• **Joint Venture*:**

(Seal)

(Printed Name and Signature)

(Address)

(Printed Name and Signature)

(Address)

(*Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be as in the manner indicated above.)

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

BID BOND

Any singular reference to Supplier, Surety, Owner, or other party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ as Principal (hereinafter called the Principal), and the _____ a corporation created and existing under the laws of the State of _____, whose principal office is in _____ as Surety (hereinafter called the Surety), are held and firmly bound unto **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT** as Obligee (hereinafter called the Obligee), in the sum of _____ Dollars (\$ _____), for the payment of which sum, well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

**Article 1 - Incline Village General Improvement District
2020 Diamond Peak Ski Lift Electrical Upgrades
Ski Lift Motor Drive and Control Panel Equipment Procurement**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such warranty bond as may be specified in the bidding or contract documents with good and sufficient surety for Obligee's warranty obligation under such contract, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, and is otherwise to remain in full force and effect.

Signed and sealed this ____ day of _____, 2020.

Witness: _____
(Individual)

SUPPLIER: _____ (Seal)

Attest: _____
(If Corporation)

By: _____
(Principal)

(Title)

SURETY: _____ (Seal)

By: _____
(Title)

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

THIS PAGE INTENTIONALLY LEFT BLANK

PROCUREMENT AGREEMENT

THIS AGREEMENT is dated as of **TBD** by and between the **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT** ("Buyer") and **TBD**. ("Seller"). Buyer and Seller, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - GOODS AND SPECIAL SERVICES

Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents.

ARTICLE 2 - THE EQUIPMENT

The Equipment and services to be provided under these Procurement Contract Documents are generally described as follows:

Manufacturing, factory testing, and delivery of five (5) ski lift drive and control panels. Panel fabrication consists of one (1) low voltage control systems panels, one (1) combined DC drive system and control system panel, and two (2) remote station control panels. Drive and control panels will be installed at the Diamond Peak Ski Resort by IVGID's construction contractor. Also included in this procurement is the supply of Shop Drawings prior to fabrication, factory acceptance testing support, inspection of equipment upon delivery, supply of As-Built Drawings upon delivery, and manufacturer's field services.

ARTICLE 3 - ENGINEER

3.01 Where the term Engineer is used in the Procurement Contract Documents, it is defined to be the IVGID Engineering Department.

3.02 The Procurement Contract Documents for the Goods and Special Services have been prepared by:

Heywood Engineering, Inc.
PO BOX 18420
Reno, NV 89511

Lance Heywood, P.E.
President
775-852-2016
lance@heywoodengineering.com

...hereinafter called the Design Engineer and who is to assume all duties and responsibilities, and have the rights and authority assigned to Design Engineer in the Procurement Contract Documents in connection with the furnishing of Goods and Special Services.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

ARTICLE 4 - POINT OF DESTINATION

- 4.01 The place where the Goods are to be delivered is defined in the Procurement General Conditions as the Point of Destination and is designated as:

Diamond Peak Ski Resort
1210 Ski Way
Incline Village, Nevada 89451
775-832-1177

ARTICLE 5 - CONTRACT TIMES

- 5.01 Time of the Essence

The delivery of Goods and the furnishing of Special Services as stated in the Procurement Contract Documents are the essence of the Contract.

- 5.02 Date for Submittal of Shop Drawings

All Shop Drawings and Samples required by the Procurement Contract Documents shall be submitted to Engineer for review and approval within two (2) weeks of the date of Notice to Proceed.

- 5.03 Days to Achieve Delivery of Goods

- A. Based on mutual agreement, the Goods are to be delivered to the Point of Destination and ready for installation contractor's receipt of delivery no later than **(TBD)**.
- B. Delivery shall be made between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday, excluding holidays.

- 5.04 Factory Acceptance Testing

To be scheduled with the Design Engineer upon completion of fabrication and prior to shipment.

- 5.05 Liquidated Damages

Buyer and Seller recognize that time is of critical importance in the execution of this Agreement and that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.03 above, plus any extensions thereof allowed. The parties also recognize that the timely performance of services by others involved in the Project are materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.03. Further, they recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$500.00 for each day that expires after the time specified in Paragraph 5.03 for delivery of acceptable Goods in accordance with the Procurement Contract Documents. However, no liquidated damages will be assessed against Seller unless Seller is late in delivering Goods and Special Services according to the mutually agreed upon delivery schedule and Seller's late delivery adversely impacts Buyer's overall Project critical path schedule. Payment of liquidated damages shall be Seller's sole liability and Buyer's sole remedy for late delivery. In no event shall

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

the total liquidated damages amount pertaining to late delivery exceed ten percent (10%) of the Contract Price.

ARTICLE 6 - CONTRACT PRICE

Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds as follows: A Lump Sum of TBD Dollars (\$TBD).

ARTICLE 7 - PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments

Seller shall submit Applications for Payment in accordance with the Procurement General Conditions. Applications for Payment will be processed by Buyer based on submittals by the Seller.

7.02 Progress Payments

Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as provided in the Procurement General Conditions. The following progress payments will be made to Seller:

<u>Progress Payment Milestone</u>	<u>Pay Amount</u>
Shop Drawings Approved	10% of Contract Price
Factory Acceptance Testing	5% of Contract Price
Delivery of Equipment	75% of Contract Price
As-Built Drawings Approved	5% of Contract Price
Final Payment	5% of Contract Price

7.03 Final Payment.

Seller can request Final Payment when all punch list items have been addressed, all spare parts have been delivered, all training has been provided, and final as-built documentation has been submitted, all to the satisfaction of Buyer. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Buyer shall pay the remainder of the Contract Price.

ARTICLE 8 - SELLER'S REPRESENTATIONS

8.01 In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:

- A. Seller has examined and carefully studied the Procurement Contract Documents and the other related data identified in the Bidding Documents.
- B. If specified or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods and Special Services.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

- C. Seller is familiar with and is satisfied as to all local federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of the Goods and Special Services.
- D. Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller's visits, if any, to the Point of Destination, with the Procurement Contract Documents.
- E. Seller has given Buyer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution thereof by Buyer is acceptable to Seller.
- F. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Procurement Contract Documents consist of the following:
 - 1. This Procurement Agreement;
 - 2. Procurement General Conditions;
 - 3. Procurement Supplementary Conditions;
 - 4. Technical Guidelines and Reference Documents as listed in Table of Contents of the Procurement Contract Documents dated May, 2020;
 - 5. Exhibits to this Procurement Agreement (enumerated as follows):
 - A. Seller's Bid dated **TBD** and information submitted with Bid;
 - 6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - A. Notice to Proceed;
 - B. Written Amendment(s);
 - C. Change Order(s);
 - D. Field Order(s);
 - E. Engineer's Written Interpretation(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the Procurement General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Successors and Assigns

Buyer and Seller each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Procurement Contract Documents.

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES**

10.02 Severability

Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Procurement Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.03 Other Provisions

In the event of a dispute regarding interpretation, enforcement of, or a parties' performance under the Contract, the parties shall first engage in mediation, initiated by the written request of any part. The parties agree to share equally the cost of any such mediation process; however, they agree to assume the expense of their own counsel. Venue for any mediation shall be within Washoe County, Nevada. Commencement of mediation shall not affect any of the rights or obligations of either party hereunder, all of which shall continue to be performed on a timely basis. If the dispute(s) is (are) not resolved through mediation, and is (are) litigated, the prevailing party shall be entitled to reasonable attorney fees and costs. In the event that any action is filed in relation to this Contract, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

Buyer:
INCLINE VILLAGE G. I. D.
Agreed to:

Seller:
Agreed to:

By: _____
Michael Bandelin
Diamond Peak Ski Resort General Manager

By: _____
Signature of Authorized Representative

Print or Type Name

Buyer's Address for Giving Notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1125 - Phone
Email: mlb@ivgid.org

Seller's Address for Giving Notice:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

THIS PAGE INTENTIONALLY LEFT BLANK.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Copyright © 2010:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
<http://www.nspe.org>

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
<http://www.acec.org>

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
<http://www.asce.org>

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for EJCDC P-700 is owned jointly by the four EJCDC sponsoring organizations listed above. The National Society of Professional Engineers (NSPE) is the Copyright Administrator for the EJCDC documents; please direct all inquiries and requests regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the four sponsoring organizations above.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – DEFINITIONS AND TERMINOLOGY.....	1
1.01 Defined Terms.....	1
1.02 Terminology.....	3
ARTICLE 2 - PRELIMINARY MATTERS	3
2.01 Delivery of Bonds	3
2.02 Evidence of Insurance	3
2.03 Copies of Documents	4
2.04 Commencement of Contract Times; Notice to Proceed.....	4
2.05 Designated Representatives.....	4
2.06 Progress Schedule	4
2.07 Preliminary Conference.....	4
2.08 Safety	4
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT AND AMENDING.....	4
3.01 Intent.....	4
3.02 Standards, Specifications, Codes, Laws and Regulations.....	5
3.03 Reporting and Resolving Discrepancies	5
3.04 Amending and Clarifying Contract Documents.....	5
ARTICLE 4 - BONDS AND INSURANCE	6
4.01 Bonds.....	6
4.02 Insurance	6
4.03 Licensed Sureties and Insurers.....	6
ARTICLE 5 - SELLER’S RESPONSIBILITIES	6
5.01 Supervision and Superintendence	6
5.02 Labor, Materials and Equipment.....	7
5.03 Laws and Regulations	7
5.04 Or Equals.....	7
5.05 Taxes	8
5.06 Shop Drawings and Samples.....	8
5.07 Continuing Performance	9
5.08 Seller’s Warranties and Guarantees	9
5.09 Indemnification	10
5.10 Delegation of Professional Design Services	10
ARTICLE 6 - SHIPPING AND DELIVERY	11
6.01 Shipping	11
6.02 Delivery.....	11
6.03 Risk of Loss.....	11
6.04 Progress Schedule	11
ARTICLE 7 - CHANGES: SCHEDULE AND DELAY	11
7.01 Changes in the Goods and Special Services.....	11
7.02 Changing Contract Price or Contract Times	12

ARTICLE 8 - BUYER'S RIGHTS.....	12
8.01 Inspections and Testing.....	12
8.02 Non-Conforming Goods or Special Services.....	13
8.03 Correction Period.....	14
ARTICLE 9 - ROLE OF ENGINEER.....	14
9.01 Duties and Responsibilities.....	14
9.02 Clarifications and Interpretations.....	14
9.03 Authorized Variations.....	14
9.04 Rejecting Non-Conforming Goods and Special Services.....	14
9.05 Decisions on Requirements of Contract Documents.....	14
9.06 Claims and Disputes.....	15
ARTICLE 10 - PAYMENT.....	15
10.01 Applications for Progress Payments.....	15
10.02 Review of Applications for Progress Payments.....	16
10.03 Amount and Timing of Progress Payments.....	16
10.04 Suspension of or Reduction in Payment.....	16
10.05 Final Application for Payment.....	17
10.06 Final Payment.....	17
10.07 Waiver of Claims.....	17
ARTICLE 11 - CANCELLATION, SUSPENSION, AND TERMINATION.....	17
11.01 Cancellation.....	17
11.02 Suspension of Performance by Buyer.....	17
11.03 Suspension of Performance by Seller.....	18
11.04 Breach and Termination.....	18
ARTICLE 12 - LICENSES AND FEES.....	19
12.01 Intellectual Property and License Fees.....	19
12.02 Seller's Infringement.....	19
12.03 Buyer's Infringement.....	19
12.04 Reuse of Documents.....	19
12.05 Electronic Data.....	20
ARTICLE 13 - DISPUTE RESOLUTION.....	20
13.01 Dispute Resolution Method.....	20
ARTICLE 14 - MISCELLANEOUS.....	20
14.01 Giving Notice.....	20
14.02 Controlling Law.....	21
14.03 Computation of Time.....	21
14.04 Cumulative Remedies.....	21
14.05 Survival of Obligations.....	21
14.06 Entire Agreement.....	21

STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Whenever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument signed by both Buyer and Seller covering the Goods and Special Services and which lists the Contract Documents in existence on the Effective Date of the Agreement.
 3. *Application for Payment*—The form acceptable to Buyer which is used by Seller in requesting progress and final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer or proposal of a Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
 5. *Bidder*—The individual or entity that submits a Bid directly to Buyer.
 6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.
 8. *Buyer*—The individual or entity purchasing the Goods and Special Services.
 9. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Contract Documents or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.
 10. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 12. *Contract Documents*—Those items so designated in the Agreement. Shop Drawings and other Seller submittals are not Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
 13. *Contract Price*—The moneys payable by Buyer to Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as stated in the Agreement.
 14. *Contract Times*—The times stated in the Agreement by which the Goods must be delivered and Special Services must be furnished.
 15. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by

Seller. Shop Drawings and other Seller submittals are not Drawings as so defined.

16. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
17. *Engineer*—The individual or entity designated as such in the Agreement.
18. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services but which does not involve a change in the Contract Price or Contract Times.
19. *General Requirements*—Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
20. *Goods*—The tangible and movable personal property that is described in the Contract Documents, regardless of whether the property is to be later attached to realty.
21. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to the Contract Times.
24. *Notice of Award*—The written notice by Buyer to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Buyer will sign and deliver the Agreement.
25. *Notice to Proceed*—A written notice given by Buyer to Seller fixing the date on which the Contract Times commence to run and on which Seller shall start to perform under the Contract.
26. *Point of Destination*—The specific address of the location where delivery of the Goods shall be made, as stated in the Agreement.
27. *Project*—The total undertaking of which the Goods and Special Services may be the whole, or only a part.
28. *Project Manual*—The documentary information prepared for bidding and furnishing the Goods and Special Services. A listing of the contents of the Project Manual is contained in its table of contents.
29. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
30. *Seller*—The individual or entity furnishing the Goods and Special Services.
31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services.
32. *Special Services*—Services associated with the Goods to be furnished by Seller as required by the Contract Documents.
33. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain

administrative requirements and procedural matters applicable thereto.

34. *Successful Bidder*—The Bidder submitting a responsive Bid, to whom Buyer makes an award.
35. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
36. *Work Change Directive*—A written statement to Seller issued on or after the Effective Date of the Agreement and signed by Buyer ordering an addition, deletion, or other revision in the Contract Documents with respect to the Goods and Special Services. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Contract Documents.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed

Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Contract Documents.

2. The word “non-conforming” when modifying the words “Goods and Special Services,” “Goods,” or “Special Services,” refers to Goods and Special Services that fail to conform to the Contract Documents.
3. The word “receipt” when referring to the Goods, shall mean the physical taking and possession by the Buyer under the conditions specified in Paragraph 8.01.B.3.
4. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
5. The word “furnish,” when used in connection with the Goods and Special Services shall mean to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Contract Documents.

C. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

- A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller also shall deliver such bonds as Seller may be required to furnish.

2.02 *Evidence of Insurance*

- A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller shall deliver to Buyer, with copies to each additional insured

identified by name in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Seller is required to purchase and maintain in accordance with Article 4.

2.03 *Copies of Documents*

- A. Buyer shall furnish Seller up to five printed or hard copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.04 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.05 *Designated Representatives*

- A. Buyer and Seller shall each designate its representative at the time the Agreement is signed. Each representative shall have full authority to act on behalf of and make binding decisions in any matter arising out of or relating to the Contract.

2.06 *Progress Schedule*

- A. Within 15 days after the Contract Times start to run, Seller shall submit to Buyer and Engineer an acceptable progress schedule of activities, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Contract Documents. No progress payment will be made to Seller until an acceptable schedule is submitted to Buyer and Engineer.
- B. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the submittals, tests, and deliveries to completion within the specified Milestones and the Contract Times. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Seller from Seller's full responsibility therefor.

Such acceptance shall not be deemed to acknowledge the reasonableness and attainability of the schedule.

2.07 *Preliminary Conference*

- A. Within 20 days after the Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedule referred to in Paragraph 2.06.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.08 *Safety*

- A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT AND AMENDING

3.01 *Intent*

- A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.
- C. Clarifications and interpretations of, or notifications of minor variations and deviations in, the Contract Documents, will be issued by Engineer as provided in Article 9.

3.02 *Standards, Specifications, Codes, Laws and Regulations*

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- B. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Buyer or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to Buyer or Engineer, or any of their consultants, agents, or employees any duty or authority to supervise or direct the performance of Seller's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

- 1. *Seller's Review of Contract Documents Before the Performance of the Contract:* Before performance of the Contract, Seller shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Seller shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Seller discovers or has actual knowledge of and shall obtain a written interpretation or clarification from Engineer before proceeding with the furnishing of any Goods and Special Services affected thereby.
- 2. *Seller's Review of Contract Documents During the Performance of the Contract:* If, during the performance of the Contract, Seller discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of

any Law or Regulation applicable to the performance of the Contract, any standard, specification, manual or code, or of any instruction of any Supplier, Seller shall promptly report it to Engineer in writing. Seller shall not proceed with the furnishing of the Goods and Special Services affected thereby until an amendment to or clarification of the Contract Documents has been issued.

- 3. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Seller had actual knowledge thereof.

B. *Resolving Discrepancies:* Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- 1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- 2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Clarifying Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions to the Goods and Special Services or to modify contractual terms and conditions by a Change Order.
- B. Buyer may issue a Work Change Directive providing for additions, deletions, or revisions to the Goods and Special Services, in which case (1) the Contract Price shall be equitably adjusted to account for any reasonable and necessary credits to Buyer for any such deletion, or for costs (including reasonable overhead and profit) incurred by Seller to accommodate such an addition or revision and (2) the Contract Times shall be equitably adjusted to account for any impact on progress and completion of performance. Such adjustments

subsequently shall be duly set forth in a Change Order.

- C. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Goods and Special Services may be authorized, by one or more of the following ways:
1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 5.06.D.3); or
 3. Engineer's written interpretation or clarification.

ARTICLE 4 - BONDS AND INSURANCE

4.01 Bonds

- A. Seller shall furnish to Buyer performance and payment bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Seller's obligations under the Contract Documents. These bonds shall remain in effect until 1) one year after the date when final payment becomes due or 2) completion of the correction period specified in Paragraph 8.03, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Seller shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Seller is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the

requirements of Paragraph 4.01.B, Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 4.01.B and 4.02.

4.02 Insurance

- A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.
- B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Seller's obligation to maintain such insurance.
- C. Upon assignment of this Contract, Seller shall comply with the written request of assignee to provide certificates of insurance to assignee.
- D. Buyer does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Seller.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Seller's liability under the indemnities granted to Buyer in the Contract Documents.

4.03 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 5 - SELLER'S RESPONSIBILITIES

5.01 Supervision and Superintendence

- A. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its

obligations in accordance with the Contract Documents. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Contract Documents. Seller shall not be responsible for the negligence of Buyer or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure that is shown or indicated in and expressly required by the Contract Documents.

5.02 *Labor, Materials and Equipment*

- A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Contract.
- B. All Goods, and all equipment and material incorporated into the Goods, shall be as specified, and unless specified otherwise in the Contract Documents, shall be:
 - 1. new, and of good quality;
 - 2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer's instructions; and
 - 3. shop assembled to the greatest extent practicable.

5.03 *Laws and Regulations*

- A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller's compliance with any Laws or Regulations.
- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It shall not be Seller's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this provision shall not relieve Seller of Seller's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance shall be the subject of an adjustment in Contract Price or Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 9.06.

5.04 *Or Equals*

- A. Whenever the Goods, or an item of material or equipment to be incorporated into the Goods, are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier or manufacturer, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.
 - 1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or-equal" item.
 - 2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if:
 - a. in the exercise of reasonable judgment, Engineer determines that:
 - 1) it is at least equal in quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has an acceptable record of performance and availability of responsive service; and
 - b. Seller certifies that if approved: 1) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and 2) the proposed item will conform

substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraph 5.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or submittal. No "or-equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Contract Documents.
- C. *Special Guarantee:* Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."
- D. *Data:* Seller shall provide all data in support of any such proposed "or-equal" at Seller's expense.

5.05 Taxes

- A. Seller shall be responsible for all taxes and duties arising out of the sale of the Goods and the furnishing of Special Services. All taxes are included in the Contract Price, except as noted in the Supplementary Conditions.

5.06 Shop Drawings and Samples

- A. Seller shall submit Shop Drawings and Samples to Buyer for Engineer's review and approval in accordance with the schedule required in Paragraph 2.06.A. All submittals will be identified as required and furnished in the number of copies specified in the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide.
- B. Where a Shop Drawing or Sample is required by the Contract Documents, any related work performed prior to Engineer's approval of the pertinent submittal will be at the sole expense and responsibility of Seller.

C. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Seller shall have determined and verified:
 - a. all field measurements (if required), quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; and
 - b. that all materials are suitable with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the furnishing of Goods and Special Services.
2. Seller shall also have reviewed and coordinated each Shop Drawing or Sample with the Contract Documents.
3. Each submittal shall bear a stamp or include a written certification from Seller that Seller has reviewed the subject submittal and confirmed that it is in compliance with the requirements of the Contract Documents. Both Buyer and Engineer shall be entitled to rely on such certification from Seller.
4. With each submittal, Seller shall give Buyer and Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both in a written communication separate from the submittal and by specific notation on each Shop Drawing or Sample.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples.
2. Engineer's review and approval will be only to determine if the Goods and Special Services covered by the submittals will, after installation or incorporation in the Project, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole.

3. Engineer's review and approval shall not relieve Seller from responsibility for any variation from the requirements of the Contract Documents unless Seller has complied with the requirements of Paragraph 5.06.C.4 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Seller from responsibility for complying with the requirements of Paragraph 5.06.C.1.

E. *Resubmittal Procedures:*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Seller shall direct specific attention in writing to any revisions other than the corrections called for by Engineer on previous submittals.

5.07 *Continuing Performance*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06.A., and the Goods shall be delivered and the Special Services furnished within the Contract Times specified in the Agreement.
- B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraphs 11.03 or 11.04, or as Buyer and Seller may otherwise agree in writing.

5.08 *Seller's Warranties and Guarantees*

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed shall be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the

Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods shall comply with the requirements of Paragraph 5.02.B.

- C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller; or
2. corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Contract Documents and the Contract Documents required the Goods to withstand such conditions;
3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
4. normal wear and tear under normal usage.

- D. Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents:

1. observations by Buyer or Engineer;
2. recommendation by Engineer or payment by Buyer of any progress or final payment;
3. use of the Goods by Buyer;
4. any acceptance by Buyer (subject to the provisions of Paragraph 8.02.D.1) or any failure to do so;
5. the issuance of a notice of acceptance by Buyer pursuant to the provisions of Article 8;
6. any inspection, test or approval by others; or

7. any correction of non-conforming Goods and Special Services by Buyer.

- E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.
- F. Seller makes no implied warranties under this Contract.

5.09 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer and Engineer, and the officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Contract Documents, provided that any such claim, cost, loss, or damages attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.
- B. In any and all claims against Buyer or Engineer or any of their respective assignees, consultants, agents, officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 5.09.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Seller under Paragraph 5.09.A shall not extend to the liability of Engineer and Engineer's officers, directors,

partners, employees, agents, and consultants arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

5.10 *Delegation of Professional Design Services*

- A. Seller will not be required to provide professional design services unless such services are specifically required by the Contract Documents or unless such services are required to carry out Seller's responsibilities for furnishing the Goods and Special Services. Seller shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to the Goods and Special Services are specifically required of Seller by the Contract Documents, Buyer and Engineer will specify all performance and design criteria that such services must satisfy. Seller shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Goods and Special Services designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Buyer and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Buyer and Engineer have specified to Seller all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 5.10, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design

drawings) will be only for the purpose stated in Paragraph 5.06.D.2.

- E. Seller shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 6 - SHIPPING AND DELIVERY

6.01 *Shipping*

- A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling and any other costs associated with shipment and delivery.

6.02 *Delivery*

- A. Seller shall deliver the Goods F.O.B. the Point of Destination in accordance with the Contract Times set forth in the Agreement, or other date agreed to by Buyer and Seller.
- B. Seller shall provide written notice to Buyer at least 10 days before shipment of the manner of shipment and the anticipated delivery date. The notice shall also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours notice by telephone prior to the anticipated time of delivery.
- C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.
- D. Buyer will assure that adequate facilities are available to receive delivery of the Goods during the Contract Times for delivery set forth in the Agreement, or another date agreed by Buyer and Seller.
- E. No partial deliveries shall be allowed, unless permitted or required by the Contract Documents or agreed to in writing by Buyer.

6.03 *Risk of Loss*

- A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.
- B. Notwithstanding the provisions of Paragraph 6.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods shall remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected

Goods remain at the Point of Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

6.04 *Progress Schedule*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06 as it may be adjusted from time to time as provided below.
 - 1. Seller shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.06) proposed adjustments in the progress schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the progress schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 7. Adjustments in Contract Times may only be made by a Change Order.

ARTICLE 7 - CHANGES; SCHEDULE AND DELAY

7.01 *Changes in the Goods and Special Services*

- A. Buyer may at any time, without notice to any surety, make an addition, deletion, or other revision to the Contract Documents with respect to the Goods and Services, within the general scope of the Contract, by a Change Order or Work Change Directive. Upon receipt of any such document, Seller shall promptly proceed with performance pursuant to the revised Contract Documents (except as otherwise specifically provided).
- B. If Seller concludes that a Work Change Directive issued by Buyer affects the Contract Price or Contract Times, then Seller shall notify Buyer within 15 days after Seller has received the Work Change Directive, and submit written supporting data to Buyer within 45 days after such receipt. If Seller fails to notify Buyer within 15 days, Seller waives any Claim for such adjustment. If Buyer and Seller are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 9.06.

- C. Seller shall not suspend performance while Buyer and Seller are in the process of making such changes and any related adjustments to Contract Price or Contract Times.

ARTICLE 8 - BUYER'S RIGHTS

8.01 *Inspections and Testing*

7.02 *Changing Contract Price or Contract Times*

A. *General:*

- A. The Contract Price or Contract Times may only be changed by a Change Order.
- B. Any Claim for an adjustment in the Contract Price or Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 9.06.
- C. If Seller is prevented from delivering the Goods or performing the Special Services within the Contract Times for any unforeseen reason beyond its control and not attributable to its actions or inactions, then Seller shall be entitled to an adjustment of the Contract Times to the extent attributable to such reason. Such reasons include but are not limited to acts or neglect by Buyer, inspection delays, fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters. If such an event occurs and delays Seller's performance, Seller shall notify Buyer in writing within 15 days of knowing or having reason to know of the beginning of the event causing the delay, stating the reason therefor.
- D. Seller shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Seller. Delays attributable to and within the control of Seller's subcontractors or suppliers shall be deemed to be delays within the control of Seller.
- E. If Seller is prevented from delivering the Goods or furnishing the Special Services within the Contract Times due to the actions or inactions of Buyer, Seller shall be entitled to any reasonable and necessary additional costs arising out of such delay to the extent directly attributable to Buyer.
- F. Neither Buyer nor Seller shall be entitled to any damages arising from delays which are beyond the control of both Buyer and Seller, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters.

- 1. The Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.
- 2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
- 3. Buyer shall bear all expenses of inspections and tests that are not specified in the Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 8.01.A.2 immediately above); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.
- 4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Contract Documents specify are to be observed by Buyer prior to shipment.
- 5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination.
- 6. If, on the basis of any inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt

notice thereof. If on the basis of said inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 8.02.

7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections shall constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Contract.

B. Inspection on Delivery:

1. Buyer or Engineer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods and general verification of quantities and observation of apparent condition in order to provide a basis for a progress payment. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.
2. Within ten days of such visual inspection, Buyer shall provide Seller with written notice of Buyer's determination regarding conformity of the Goods. In the event Buyer does not provide such notice, it will be presumed that the Goods appear to be conforming and that Buyer has acknowledged their receipt upon delivery.
3. If, on the basis of the visual inspection specified in Paragraph 8.01.B.1, the Goods appear to be conforming, Buyer's notice thereof to Seller will acknowledge receipt of the Goods.

C. Final Inspection:

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as indicated, Buyer or Engineer will make a final inspection.
2. If, on the basis of the final inspection, the Goods are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods.

3. If, on the basis of the final inspection, the Goods are non-conforming, Buyer will identify the non-conformity in writing.

8.02 *Non-Conforming Goods and Special Services*

- A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 8.03, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. Buyer's Rejection of Non-Conforming Goods:

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Contract Times, remove and replace the rejected Goods.
2. Seller shall bear all costs, losses and damages attributable to the removal and replacement of the non-conforming Goods as provided in Paragraph 8.02.E.
3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. Remedying Non-Conforming Goods and Special Services:

1. If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.
2. If Buyer notifies Seller in writing that any of the Special Services are non-conforming, Seller shall promptly provide conforming services acceptable to Buyer.

If Seller fails to do so, Buyer may delete the Special Services and reduce the Contract Price a commensurate amount.

by Laws or Regulations or by the terms of any specific provisions of the Contract Documents.

ARTICLE 9 - ROLE OF ENGINEER

D. Buyer's Acceptance of Non-Conforming Goods:

Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods as provided in Paragraph 8.02.E.

- E. Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations shall include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.

F. Buyer's Rejection of Conforming Goods:

If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

8.03 Correction Period

- A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the earlier of the date on which Buyer has placed the Goods in continuous service or the date of final payment, or for such longer period of time as may be prescribed

9.01 Duties and Responsibilities

- A. The duties and responsibilities and the limitations of authority of Engineer are set forth in the Contract Documents.

9.02 Clarifications and Interpretations

- A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be binding on Buyer and Seller. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the Contract Price or Contract Times, either may make a Claim therefor.

9.03 Authorized Variations

- A. Engineer may authorize minor deviations or variations in the Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 5.06.C.4, or 2) a Field Order.

9.04 Rejecting Non-Conforming Goods and Special Services

- A. Engineer will have the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer will also have authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 8.01 whether or not the Goods are fabricated or installed, or the Special Services are completed.

9.05 Decisions on Requirements of Contract Documents

- A. Engineer will be the initial interpreter of the Contract Documents and judge of the acceptability of the Goods and Special Services. Claims, disputes and other matters relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to Seller's performance will be referred initially to Engineer

in writing with a request for a formal decision in accordance with this paragraph.

- B. When functioning as interpreter and judge under this Paragraph 9.05, Engineer will not show partiality to Buyer or Seller and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to this Paragraph 9.05 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 10.07) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.06 *Claims and Disputes*

- A. *Notice:* Written notice of each Claim relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to either party's performance shall be delivered by the claimant to Engineer and the other party to the Agreement within 15 days after the occurrence of the event giving rise thereto, and written supporting data shall be submitted to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data.
- B. *Engineer's Decision:* Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- C. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 9.06.B., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- D. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 9.06.C, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of

such Claim in accordance with the dispute resolution procedures set forth in Article 13.

- E. If Article 13 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 13, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 9.06.
- G. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the time periods established in this Paragraph 9.06; if so, a written record of such mutual agreement should be made and jointly executed.

ARTICLE 10 - PAYMENT

10.01 *Applications for Progress Payments*

- A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Contract Documents and also as Buyer or Engineer may reasonably require. The timing and amounts of progress payments shall be as stipulated in the Agreement.
 - 1. The first application for Payment will be submitted after review and approval by Engineer of all Shop Drawings and of all Samples required by the Contract Documents.
 - 2. The second Application for Payment will be submitted after receipt of the Goods has been acknowledged in accordance with Paragraph 8.01.B and will be accompanied by a bill of sale, invoice, or

other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights. In the case of multiple deliveries of Goods, additional Applications for Payment accompanied by the required documentation will be submitted as Buyer acknowledges receipt of additional items of the Goods.

10.02 *Review of Applications for Progress Payments*

- A. Engineer will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Seller may make the necessary corrections and resubmit the Application.
1. Engineer's recommendation of payment requested in the first Application for Payment will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data, that the Shop Drawings and Samples have been reviewed and approved as required by the Contract Documents and Seller is entitled to payment of the amount recommended.
 2. Engineer's recommendation of payment requested in the Application for Payment submitted upon Buyer's acknowledgment of receipt of the Goods will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data Seller is entitled to payment of the amount recommended. Such recommendation will not constitute a representation that Engineer has made a final inspection of the Goods, that the Goods are free from non-conformities, acceptable or in conformance with the Contract Documents, that Engineer has made any investigation as to Buyer's title to the Goods, that exhaustive or continuous inspections have been made to check the quality or the quantity of the Goods beyond the responsibilities specifically

assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Seller to additional payments by Buyer or Buyer to withhold payment to Seller.

3. Engineer may refuse to recommend that all or any part of a progress payment be made, or Engineer may nullify all or any part of any payment previously recommended if, in Engineer's opinion, such recommendation would be incorrect or if on the basis of subsequently discovered evidence or subsequent inspections or tests Engineer considers such refusal or nullification necessary to protect Buyer from loss because the Contract Price has been reduced, Goods are found to be non-conforming, or Seller has failed to furnish acceptable Special Services.

10.03 *Amount and Timing of Progress Payments*

- A. Subject to Paragraph 10.02.A., the amounts of the progress payments will be as provided in the Agreement. Buyer shall within 30 days after receipt of each Application for Payment with Engineer's recommendation pay Seller the amount recommended; but, in the case of the Application for Payment upon Buyer's acknowledgment of receipt of the Goods, said 30-day period may be extended for so long as is necessary (but in no event more than 60 days) for Buyer to examine the bill of sale and other documentation submitted therewith. Buyer shall notify Seller promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

10.04 *Suspension of or Reduction in Payment*

- A. Buyer may suspend or reduce the amount of progress payments, even though recommended for payment by Engineer, under the following circumstances:
1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Contract Documents, and
 2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Contract Documents,

and Seller has failed to provide adequate assurances within ten days of Buyer's written request.

- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

10.05 *Final Application for Payment*

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer, furnished all Special Services, and delivered all documents required by the Contract Documents, Engineer will issue to Buyer and Seller a notice of acceptance. Seller may then make application for final payment following the procedure for progress payments. The final Application for Payment will be accompanied by all documentation called for in the Contract Documents, a list of all unsettled Claims, and such other data and information as Buyer or Engineer may reasonably require.

10.06 *Final Payment*

- A. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Contract Documents, and that Seller's has fulfilled all other obligations under the Contract Documents, then Engineer will, within ten days after receipt of the final Application for Payment, recommend in writing final payment subject to the provisions of Paragraph 10.07 and present the Application to Buyer. Otherwise, Engineer will return the Application to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the Application for payment. If the Application and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages to which Buyer is entitled.

10.07 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 - 1. a waiver of all Claims by Buyer against Seller, except Claims arising from unsettled liens from non-conformities in the Goods or Special Services appearing after final payment, from Seller's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Seller's continuing obligations under the Contract Documents; and
 - 2. a waiver of all Claims by Seller against Buyer (other than those previously made in accordance with the requirements herein and listed by Seller as unsettled as required in Paragraph 10.05.A, and not resolved in writing).

ARTICLE 11 - CANCELLATION, SUSPENSION, AND TERMINATION

11.01 *Cancellation*

- A. Buyer has the right to cancel the Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph shall not constitute a breach of contract by Buyer. Upon cancellation:
 - 1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
 - 2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Contract Price of such Goods.

11.02 *Suspension of Performance by Buyer*

- A. Buyer has the right to suspend performance of the Contract for up to a maximum of ninety days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Contract Times and Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

11.03 *Suspension of Performance by Seller*

A. Subject to the provisions of Paragraph 5.07.B, Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:

1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Contract; and,
2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

11.04 *Breach and Termination*

A. Buyer's Breach:

1. Buyer shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including but not limited to:
 - a. wrongful rejection or revocation of Buyer's acceptance of the Goods,
 - b. failure to make payments in accordance with the Contract Documents, or
 - c. wrongful repudiation of the Contract.
2. Seller shall have the right to terminate the Contract for cause by declaring a breach should Buyer fail to comply with any material provisions of the Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
 - a. In the event Seller believes Buyer is in breach of its obligations under the Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to

cure or to proceed diligently to cure such alleged breach.

B. Seller's Breach:

1. Seller shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including, but not limited to:
 - a. failure to deliver the Goods or perform the Special Services in accordance with the Contract Documents,
 - b. wrongful repudiation of the Contract, or
 - c. delivery or furnishing of non-conforming Goods and Special Services.
2. Buyer may terminate Seller's right to perform the Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.
 - a. In the event Buyer believes Seller is in breach of its obligations under the Contract, and except as provided in Paragraph 11.04.B.2.b, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.
 - b. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 4.01, the notice and cure procedures of that bond, if any, shall supersede the notice and cure procedures of Paragraph 11.04.B.2.a.

ARTICLE 12 - LICENSES AND FEES

12.01 *Intellectual Property and License Fees*

- A. Unless specifically stated elsewhere in the Contract Documents, Seller is not transferring any intellectual property rights, patent rights, or licenses for the Goods delivered. However, in the event the Seller is manufacturing to Buyer's design, Buyer retains all intellectual property rights in such design.
- B. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Contract Documents.

12.02 *Seller's Infringement*

- A. Subject to Paragraph 12.01.A, Seller shall indemnify and hold harmless Buyer, Engineer and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright by any of the Goods as delivered hereunder.
- B. In the event of suit or threat of suit for intellectual property infringement, Buyer will promptly notify Seller of receiving notice thereof.
- C. Seller shall promptly defend the claim or suit, including negotiating a settlement. Seller shall have control over such claim or suit, provided that Seller agrees to bear all expenses and to satisfy any adverse judgment thereof.
 - 1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound in any subsequent suit or claim against Seller by Buyer by any factual determination in the prior suit or claim.
 - 2. If Buyer fails to provide Seller the opportunity to defend such suit or claim after written notice by Seller, Buyer shall be barred from any remedy against Seller for such suit or claim.

- D. If a determination is made that Seller has infringed upon intellectual property rights of another, Seller may obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction as necessary to avoid the infringement at Seller's own expense.

12.03 *Buyer's Infringement*

- A. Buyer shall indemnify and hold harmless Seller, and its officers, directors, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright caused by Seller's compliance with Buyer's design of the Goods or Buyer's use of the Goods in combination with other materials or equipment in any process (unless intent of such use was known to Seller and Seller had reason to know such infringement would result).
- B. In the event of suit or threat of suit for intellectual property infringement, Seller must after receiving notice thereof promptly notify Buyer.
- C. Upon written notice from Seller, Buyer shall be given the opportunity to defend the claim or suit, including negotiating a settlement. Buyer shall have control over such claim or suit, provided that Buyer agrees to bear all expenses and to satisfy any adverse judgment thereof.
 - 1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound in any subsequent suit or claim against Buyer by Seller by any factual determination in the prior suit or claim.
 - 2. If Seller fails to provide Buyer the opportunity to defend such suit or claim after written notice by Buyer, Seller shall be barred from any remedy against Buyer for such suit or claim.

12.04 *Reuse of Documents*

- A. Neither Seller nor any other person furnishing any of the Goods and Special Services under a direct or indirect contract with Seller shall: (1) acquire any title to or ownership rights in any of the Drawings,

Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions; or (2) reuse any of such Drawings, Specifications, other documents, or copies thereof on any other project without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer. This prohibition will survive termination or completion of the Contract. Nothing herein shall preclude Seller from retaining copies of the Contract Documents for record purposes.

12.05 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, copies of data furnished by Buyer or Engineer to Seller, or by Seller to Buyer or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The transferring party will correct any errors detected within the 60-day acceptance period.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 13 - DISPUTE RESOLUTION

13.01 *Dispute Resolution Method*

- A. Either Buyer or Seller may initiate the mediation of any Claim decided in writing by Engineer under Paragraph 9.06.B or 9.06.C before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation

Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the Engineer's decision from becoming final and binding.

- B. Buyer and Seller shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the mediation process does not result in resolution of the Claim, then Engineer's written decision under Paragraph 9.06.B or a denial pursuant to Paragraph 9.06.C shall become final and binding 30 days after termination of the mediation unless, within that time period, Buyer or Seller:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process, or
 - 3. if no dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 14 - MISCELLANEOUS

14.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if: 1) delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or 2) if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

14.02 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Point of Destination is located.
- B. In the case of any conflict between the express terms of this Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Contract shall apply.

14.03 *Computation of Time*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

14.04 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available

to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

14.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Goods and Special Services and termination or completion of the Agreement.

14.06 *Entire Agreement*

- A. Buyer and Seller agree that this Agreement is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

This page intentionally left blank.

PROCUREMENT SUPPLEMENTARY CONDITIONS

These Procurement Supplementary Conditions (SC) amend or supplement the Procurement General Conditions (GC). All provisions which are not so amended or supplemented remain in full force and effect.

Article 4 – BONDS AND INSURANCE

SC-4.01.B BONDS: Add the following to GC-4.01.B:

“All Sureties and Insurance Companies shall be authorized to do business in the State of Nevada and shall have an A.M. Best rating of “A (FSC-VII)” or better. In the event that the Insurer fails to maintain an A.M. Best rating of “A (FSV-VII)” or better, the Seller shall immediately retain a Surety which does meet the above requirement.”

SC-4.02.A INSURANCE:

INSURANCE REQUIREMENTS

- A. **Commercial Insurance:** Seller shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Seller, his/her agents, representatives, employees, or subcontractors. Seller shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required. Seller shall have a Certificate of Insurance issued to the Buyer naming it as additional insured, indicating coverage types, amounts and duration of the policy. All certificates shall provide for a minimum written notice of thirty (30) days to be provided to Buyer in the event of material change, termination or non-renewal by either Seller or carrier.
- B. **General Liability:** Seller shall purchase General Liability including appropriate Auto Liability with a \$1,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage.
- C. **Workman's Compensation:** It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Seller or any Subcontractor by the Buyer; and in view of the requirements that Seller comply with the provisions of Chapters 616 and 617 of NRS, Seller shall, before commencing work under the provisions of this Agreement, furnish to the Buyer a Certificate of Insurance from an admitted insurance company in the State of Nevada.

Article 5 – SELLER’S RESPONSIBILITIES

SC-5.05.A TAXES: Delete GC-5.05.A in its entirety and replace it with the following:

“Seller shall be responsible for all taxes and duties arising out of the manufacturing of the Goods and the furnishing of Special Services. The Bid Amount and Contract Price shall not include state or local sales or use taxes. Buyer will provide Tax Exempt Status documentation upon request.”

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

SC-5.08.B SELLER'S WARRANTIES AND GUARANTEES: Delete GC-5.08.B in its entirety and replace it with the following:

"Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Contract Documents and to the standard established by any Sample approved by the Engineer. Buyer shall be entitled to rely on Seller's standard guarantee, and a 1 year warranty. If the Contract Documents do not specify the characteristics or the quality of the Goods, the Goods shall comply with the requirements of Paragraph 5.02.B.

SC-5.09.A INDEMNIFICATION: Delete GC-5.09.A in its entirety and replace it with the following:

"To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, and Engineer, and the officers, directors, partners, employees, of each and any of them from and against any and all claims, costs, losses, and demands or judgments for damages for claims (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) asserted by third parties directly caused by, arising out of, or relating to the performance of its obligations under the Contract Documents, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves) but only to the extent caused by any negligent act or omission or breach of any obligation under this Contract by Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable."

Article 12 – LICENSES AND FEES

SC-12.02 SELLER'S INFRINGEMENT:

SC-12.02.A: In the first sentence, delete the words "contractors, and subcontractors."

SC-12.02.C: Delete the first sentence in its entirety and replace it with the following:
"Seller shall promptly defend the claim or suit, including negotiating a settlement."

SC-12.03 BUYER'S INFRINGEMENT:

SC-12.03.A: In the first sentence, delete the words "agents, consultants, contractors, and subcontractors."

END OF SUPPLEMENTARY CONDITIONS

Technical Guidelines



DIAMOND PEAK SKI AREA

2020 SKI LIFT ELECTRICAL UPGRADES

TECHNICAL GUIDELINES

1.0 PROJECT DESCRIPTION:

Diamond Peak Ski Area in Incline Village, NV is doing electrical upgrades on the Lakeview Lift. The project is divided in to three distinct work scopes – 1) Engineering/design, 2) Control & Drive system fabrication and supply, 3) Installation of new equipment and removal of existing equipment as required.

Phase 1 is under contract with Heywood Engineering, Inc. (HEI). HEI will handle the complete design and engineering for the new control and drive systems the lift. HEI will do all PLC and HMI programming, factory testing of panels prior to shipment (at the fabricator’s facility), on-site start-up after installation is complete, and full acceptance and load testing.

Work scopes 2 & 3 are described in the remainder of this document as well as the additional referenced documents. This document provides only technical information and work scope items. Refer to the formal RFP documents from Incline Village General Improvement District (IVGID) for bidder instructions, commercial terms, insurance requirements and other “business” aspects of the work.

2.0 WORK SCOPE 2 – EQUIPMENT SUPPLY AND FABRICATION:

Under work scope 2, the successful bidder is to provide all equipment, materials, supervision, labor, expertise, and man power to fully fabricate and supply the complete Main Low Voltage Control System, DC Drive System and Return Station Control & Loading Carpet as described herein and in the referenced HEI prepared drawings and documents. General specifics that apply to the project are as follows:

- Five distinct panels/enclosures are to be provided.
 - Main Low Voltage Control Panel
 - DC Drive Panel
 - Return Station & Loading Carpet Control & Drive
 - Drive Station Operator Control Panel
 - Return Station Operator Control Panel
- Provide all materials and equipment as indicated in the referenced bill of material (BOM).
- Any substitutions to items called out in the BOM must be approved by the engineer before items are procured.
- Substitutions shall be kept to a minimum. Substitutions for the specified PLC system, HMI system and ABB AC & DC Drive modules will NOT be allowed.
- All equipment to be factory new.



- Supplier to arrange for transfer of all manufacturer's equipment warranties to Diamond Peak Ski Area.
- Fully fabricate and wire the panels such that they are complete and ready to install when delivered to Diamond Peak Ski Area.
- While an actual UL Listing is not required on the provided panels, all work done and materials provided shall be done to basic UL508 standards as well as generally accepted industry standards and practices.
- All work to be done in a professional and workmanlike manner.
- Where wire numbers are provided on the schematics, these wire numbers shall be permanently affixed to all wires at each termination point. Labels are to be machine printed and of the self-laminating type. Hand written labels are not permitted.
- All wire used in fabrication of the panels shall be of the size and color indicated on the referenced drawings.
- All wire used is to be stranded. Solid wire is NOT to be used in the fabrication of the panels.
- All components (including terminal blocks, relays, fuses, circuit breakers, suppressors, etc.) shall be clearly and permanently identified using the component designation indicated on the schematics. Labels are to be machine printed or engraved. Hand written labels are not permitted.
- General guidelines for panel layouts may be provided by the engineer. The supplier shall be responsible for generating the final panel layout based on equipment provided and any substitutions. A "shop drawing" of the proposed panel layout shall be provided for approval by the engineer before fabrication begins.
- All panel mounted pushbuttons, switches, indicator lights, etc. shall be permanently marked on the inside of the panel with the device designation indicated in the schematics. On the outside of the panel all devices shall have a permanent marking indicating the device function/purpose as indicated in the BOM and schematics. Labels shall be machine printed or engraved. Hand written labels are not permitted.
- When fabricating the panels, supplier shall take care in the routing of low voltage control cables to avoid interference from AC wiring and/or DC Motor Power wiring.
- All panels shall have an adequately sized isolated ground buss.
- Supplier must make provision to allow the engineer access for factory acceptance testing (FAT) of the equipment prior to shipment. This shall include the following requirements:
 - Work is to be done at the fabricator's location.
 - Supplier shall provide and connect 480V 3-phase power to the DC Drive system to allow for full power-up and testing.
 - Supplier shall provide and connect 120V power to the low voltage control system for full power-up and testing.
 - Supplier shall interconnect all panels as necessary to allow for full system testing.
 - Supplier shall provide a person with knowledge of the project to assist the engineer during the FAT activities.
 - Supplier shall provide adequate notice to both the engineer and Diamond Peak personnel to schedule the FAT. FAT to be scheduled at a date and time agreeable to all interested parties.



- No equipment is to be shipped until completion of the FAT and acceptance by the engineer that the equipment is ready to ship. At the completion of the FAT, the engineer will provide a written statement if the equipment is ready to ship. If not, a statement indicating any items needing correction will be provided.
- Any deficiencies found during the FAT shall be corrected prior to shipment. If re-inspection by the engineer is required, this shall be done prior to shipment.
- Supplier is responsible for all shipment and delivery costs to the parking lot of Diamond Peak Ski Area. Transport of the equipment to the specific lift location will be done by the installed under work scope 3.
- Supplier is responsible for any damage that occurs during shipping and delivery.
- Supplier shall provide a “marked-up” record set of schematics that reflect any changes made to the system during fabrication.
- Supplier shall provide an “as-built” layout drawing that shows the final layout of the panel with all equipment locations indicated.
- Should the supplier require additional information or clarification from the Engineer, all such requests should be submitted in writing and routed through IVGID.
- Supplier is to warranty all work and equipment for a minimum of 12 months from the date of the formal acceptance testing.

2.1 REFERENCE DOCUMENTS FOR WORKSCOPE 2:

The following documents prepared by Heywood Engineering, Inc. shall be used by the supplier to procure all of the equipment and fabricate the panels.

- HEI Drawing #20-S04-01.Drive.SCH. Pages 1-35, 41, 42. Overall schematic for low voltage control system.
- HEI Drawing #20-S04-01.Drive.SCH. Pages 36 - 40. Overall schematic for DC Drive System.
- HEI Drawing #20-S04-01.Return.SCH. Schematic for return station control and loading carpet drive panel.
- HEI Drawing #20-S04-01.OpPanel.SCH. Schematics of the Drive and Return Station Operator Control Panels
- HEI Document #20-S04-01.BOM. Bill of material for the overall system. Document is broken down by Main Control Panel, DC Drive Panel and Return Station Panel.
- HEI Document #20-S04-01.LIS. Terminal strip list, PLC IO list and other lists and system information.



3.0 WORK SCOPE 3 – EQUIPMENT INSTALLATION:

Under work scope 3, the successful bidder is to provide all supervision, labor, expertise, and man power to fully install the complete new low voltage control system, DC Drive and Return Station Control system. Specifics of the work are as follows.

- The supplier must be a licensed electrical contractor within the State of Nevada.
- All work to be done in compliance with the current National Electric Code (NEC).
- All work to be done in compliance with applicable sections of the current ANSI B77.1 standard for aerial tramways.
- All work to be done in a professional and workmanlike manner following generally accepted industry standards and practices.
- The completed main control panels, DC Drive panels and return station panels will be provided to the contractor by Diamond Peak.
- The above referenced equipment will be provided at the parking lot of Diamond Peak. Contractor is responsible for transporting the equipment on the mountain to the designated location and physically installing the equipment where required. Contractor is to provide, at contractor's expense, any equipment and/or machinery required to hoist the panels in to the proper locations.
- Contractor is responsible for full mounting and anchoring all panels and equipment.
- Contractor is responsible for all tower "Com-line" wiring. This includes installing new Splice Boots where required.
- The contractor is responsible for pulling and fully installing new com-line. This will include tensioning the com-line and installing all required anchors, strand vises, etc.
- The com-line itself along with all anchor hardware and splice boots will be provided to the contractor by Diamond Peak.
- The contractor is responsible for installing all equipment per the Heywood Engineering, Inc. referenced connection diagrams.
- The contractor is responsible for providing all required misc. installation materials such as conduit, wire, cable, fittings, anchors, etc. except where specifically indicated otherwise in this document.
- A representative of the contractor shall be on-site during the "Acceptance Testing" of the lift. The person on-site shall be familiar with the project and able to assist with resolving any installation issues that may be noted during the testing.

3.1 SPECIFIC WORK ITEMS:

- Removal of existing low voltage control system in the upper terminal operator house.
- Removal of existing DC Drive cabinet in the upper terminal operator house.
- Removal of existing Loading Carpet Control panel in the bottom terminal operator house.
- Removal of existing Main Control panel in the bottom terminal operator house.
- Installation and wiring of new low voltage control system in upper terminal operator house



- Installation and wiring of new DC Drive system in upper terminal operator house
- Installation and wiring of new Return Station Control & Loading Carpet panel in bottom terminal operator house.
- Installation and connection of all interface wiring between the various panels and devices.
- Installation and connection of new Bullwheel Encoder at drive terminal. Encoder to be provided to contractor by Diamond Peak. This includes running new 2 pair shielded cable from new encoder in motor room to control panel in operator house.
- Removal of existing DC Tach on main DC motor and installation of new Encoder on back of motor. This includes running new 3 pair shielded cable from motor encoder to DC Drive in operator house.
- Reworking of existing operator control stations at both drive and return stations to accommodate new control system. This relates primarily to the replacement of Speed Control Buttons.
- Installation of new com-line. The com-line itself along with anchors, splice boots, etc. to be provided to contractor by Diamond Peak.
- Connection of tower derail circuits in to com-line. Existing derail switches to be re-used.
- Routing and connection of com-line to the control panels at each end of the lift.

3.2 REFERENCE DRAWINGS FOR WORKSCOPE 3:

- HEI Drawing #20-S04-01.CON – Drive and Control Connection Diagrams
- HEI Drawing #20-S04-01.Drive.SCH – Main Schematic for Low Voltage Control and DC Drive System. For reference only – fabricated by others.
- HEI Drawing #20-S04-01.Return.SCH – Remote Station Control and Loading Carpet Schematic. For reference only – panel fabricated by others.
- HEI Drawing #20-S04-01.OpPanel.SCH. Schematics of the Drive and Return Station Operator Control Panels. For reference only – panel fabricated by others.
- HEI Document #20-S04-01.LIS. Terminal strip list, PLC IO list and other lists and system information.