



**AGENDA**  
**COUNCIL MEETING**  
**FEBRUARY 1, 2022**  
**LISBON TOWN OFFICE**  
**7:00 P.M.**

Mark Lunt 2022  
Donald Fellows 2022  
Jason Smith 2022  
Fern Larochelle, Chair 2023  
Harry Moore, Jr., Vice Chair 2024  
Raymond Robishaw 2024  
Clifford Miller 2024

1. CALL TO ORDER & PLEDGE TO FLAG
2. ROLL CALL  
    \_\_\_ Councilor Lunt                      \_\_\_ Councilor Fellows                      \_\_\_ Councilor Larochelle                      \_\_\_ Councilor Smith  
    \_\_\_ Councilor Moore, Jr                      \_\_\_ Councilor Robishaw                      \_\_\_ Councilor Miller  
    Town Clerk reading of meeting rules
3. GOOD NEWS & RECOGNITION
4. PUBLIC HEARINGS
  - A. Medical Marijuana Retail Store License for BBB Pharmaceutical Alternatives, LLC
  - B. Adult Use Products Manufacturing Facility for Cannabis Angels
5. AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS
6. CONSENT AGENDA  
    2022-23 ORDER –
  - A. Municipal Accounts Payable Warrants – \$ 180,266.02
  - B. Municipal Payroll Warrants – \$ 191, 406.29
  - C. School Accounts Payable Warrants– \$ 185,998.09
  - D. School Payroll Warrants – \$ 407,567.46
  - E. Minutes of January 18, 2022
  - F. Medical Marijuana Retail Store for BBB Pharmaceutical Alternatives, LLC
- COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES  
    2022-24 ORDER – Adult Use Products Manufacturing Facility for Cannabis Angels  
    2022-25 ORDER – Worumbo Site Development Options  
    2022-26 ORDER – Solicit Bids for Salt Shed  
    2022-27 ORDER – Renewal Sidewalk Snow & Ice Removal Contract  
    2022-28 ORDER – Generator Bid Awards  
    2022-29 ORDER – 360 Traffic Camera Bid Award  
    2022-30 ORDER – Waste Water Treatment Plant (WWTP) Refrigerated Composite Sampler Bid Award  
    2022-31 ORDER – WWTP Returned Activated Sludge Pump Bid Award  
    2022-32 ORDER – Lisbon COVID-19 Vaccination, Testing and Face Covering Policy
7. OTHER BUSINESS
  - A. Council Committee Reports:
    1. School Committee – Councilor Larochelle
    2. Planning Board – Councilor Fellows
    3. Lisbon Development Committee-Councilor Smith
    4. Conservation Commission –Councilor Moore
    5. Parks & Recreation Committee – Councilor Miller
    6. County Budget Committee – Councilor Moore
    7. Library Governing Board – Councilor Lunt
    8. Water Commission – Councilor Fellows
    9. Finance Committee – Councilor Robishaw
  - B. Town Manager's Report
  - C. Town Clerk Interview Committee – Council Member participation
9. APPOINTMENTS
10. COUNCIL COMMUNICATIONS
11. AUDIENCE PARTICIPATION & RESPONSE NEW ITEMS
12. EXECUTIVE SESSION  
    2022-33 ORDER - Per 1 M.R.S.A. Section 405 (6) (A) Personnel Matters
13. ADJOURNMENT  
    2022-34 ORDER – Adjournment

## SUMMARY OF LISBON COUNCIL MEETING RULES

***This summary is provided for guidance only. The complete council working rules may be found on the town website [www.lisbonme.org](http://www.lisbonme.org) on the Town Officials, Town Council page.***

The meeting agenda is available from the town website under Council Agendas and Minutes.

1. Please note the order that agenda items may be acted upon by the Council, however, if necessary, the Council may elect to change the order of the agenda.
2. The Council Chairman presides over the meeting. When the Chairman is not present, the Vice Chairman serves that function. The chair shall preserve decorum and decide all questions of order and procedure subject to appeal to the town council.
3. Public comment is not typically allowed during Council workshops. There may be occasions where public comment may be recruited, but normally, workshops are reserved for Council members to discuss and educate themselves on a variety of issues facing the Town. Prior to the conclusion of a workshop, if time permits, the chair may allow questions from the public.
4. During audience participation, anyone wishing to address council will wait to be recognized by the chair before beginning any remarks. Audience members will move to the lectern to address council, and shall provide name and address prior to addressing the council.
5. Note that "Consent Agenda" items (if there are any) are acted upon first, voted upon as a group, and will most often be voted on without discussion as these items often involve "housekeeping" issues (such as minor parking changes). On occasion "Consent Agenda" items are separated out as stand-alone action items by the Council to allow for more discussion.
6. Public comment on agenda items. General comments on agenda items should be made during audience participation. After introduction of an agenda item, appropriate motions, and time for explanation and council questions, the public may be allowed to comment on that agenda item at the discretion of the chair. During that period of time, the public comment shall address only the agenda item before council.
7. Action on agenda items. As each item on the agenda for any meeting is brought to the floor for discussion:
  - a. The town clerk reads the agenda item and the action being requested of council.
  - b. The sponsor of each item or, if there is no council sponsor, the town manager, or town staff, shall first be allowed to present their initial comments for consideration by the public and councilors.
  - c. Following this introduction of the issue, there will be time devoted to any questions of the sponsor or the town manager or staff regarding the agenda item which any councilor may have which would help to clarify the question presented by the agenda item. The chair may allow questions from the public during this time however; no debate or discussion of collateral issues shall be permitted.
  - d. When authorized by the chair, any additional public comment shall be no longer than two minutes per person and must be to request or furnish new or undisclosed information or viewpoints only.
  - e. Once an agenda item has been explained and clarified by any questioning, the discussion on the specific agenda item will remain with the council. Additional public comment, prior to final council vote; will only be allowed at the chairman's discretion.
8. New business is for the council to receive input on town matters not on the agenda for that meeting. It is not intended, nor shall it be construed as an opportunity for debate of previous agenda items or reinforcement of a point made by another speaker. Comments shall be to furnish new or undisclosed information or viewpoints and limited to a time period of two minutes or less and shall be directed through the chair.
9. If an "Executive Session" is conducted by the Council, State Statute prohibits public attendance for any discussion of the action to be addressed by the Council. Any action taken by the Council on any "Executive Session" matter must be acted upon in a public meeting, and may occur at the end of the "Executive Session" (which has no time element relative to the length of the discussion involved in the "session").





# Town of Lisbon

Ryan McGee  
Interim Town Manager

**Town Council**  
Don Fellows  
Cliff Miller  
Fern Larochelle, Chair  
Mark Lunt  
Ray Robishaw  
Harry Moore, Jr., Vice Chair  
Jason Smith

## MEMO

To: Town Council

From: Ryan McGee, Interim Town Manager

Subject: Recommendations

Date: February 01, 2022

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### Agenda item 2022 - 25 Worumbo Site Development Options

On behalf of the Lisbon Development Committee, Mrs. Ward is pleased to offer the included information for the Council's review. These were developed in a work group including invited guests and input from the Lisbon Planning Board, Positive Change Lisbon, and Save the View members. This collective work group has put together four options that all include a recreation area/public park that would not only add beauty to the area, but attract residents and visitors and offer opportunities for outdoor events and concerts in that space. In turn, that can attract people to the businesses in Lisbon. This would also be a draw for potential investors or developers for other parts of Lisbon.

#### Option #1: **Riverside Park**

*This option produces aesthetic possibilities for the town as a park, gathering place and possibilities for Farmer's Markets and small events. It is not intended to be an essential direct revenue-producing development for our town.*

- Park/greenspace: +/- 3.75 acres
- Parking: Same as current, +/- .75 acres
- Direct Tax Revenues: None
- Income to the community from employment: None
- Linkage to employment needs: None
- Developer Investment Probability: 0/10
- *Please note: For this option, the Town of Lisbon retains Ownership.*
- Synergy: Some for existing parking and potential Events
  - a): *Does it fit with the character and needs of the Town of Lisbon?*
- Notes: *Parking Lot improvements, lighting, additional electrical, additional access/egress, and landscaping to create park.*

#### Option #2: **Residential Housing with Public Riverside Park**

*This option offers apartment-style housing units, a public park, and the option of office space in the housing units.*

- Park/greenspace: +/- 3 acres
- Parking & Development: +/- 1.5 acres
- Direct Tax Revenue estimate: \$66,300 - \$108,540 per year
- Income to the community from employment: Marginal
- Linkage to employment needs: Very high
- Developer Investment Probability: 9.5/10

- Synergy: Add to residential base, greater round the clock activity
- Notes: *To include 20-24 housing units, OR 16-20 housing units with an additional 4 Office Spaces similar to the units. Each housing unit is 1,000-1,500 sq. ft., 1 bedroom with second room for home-office/den/guests. Single bedroom units don't contribute as many children to a school district and emphasize synergy with the surrounding village for seniors aging in place as well as young professionals.*

### **Option #3: Residential Housing with Restaurant(s) and Public Riverside Park**

*This option offers apartment-style housing units, a public park, with some office space in the housing units and a possible stand-alone restaurant.*

- Park/greenspace: +/- 3 acres
- Parking & Development: +/- 1.5 acres
- Direct Tax Revenues: \$66,300 - \$90,450 per year
- Income to the community from employment: 20 to 25 full-time jobs equivalent to a total of \$500,000/year
- Linkage to employment needs: Very high
- Developer Investment Probability: 6/10  
*Please note: Restaurant must be subsidized by residential tax structure.*
- Synergy: Add to residential base, greater round the clock activity
- Notes: *To include 20 -24 housing units with a maximum of 4 offices, and a restaurant (4,000 sq. ft.) with indoor-outdoor eating and small events. Each housing unit is 1,000-1,500 sq. ft., 1 bedroom with second room for home-office/den/guests. Single bedroom units don't contribute as many children to a school district and emphasize synergy with the surrounding village for seniors aging in place as well as young professionals.*

### **Option #4: Boutique Business Opportunities and Riverside Park**

*This option offers a public park, with some with a variety of small boutique-type business units and a possible stand-alone restaurant.*

- Park/greenspace: +/- 3.25 acres
- Parking & Development: +/- 1.25 acres
- Direct Tax Revenues: \$28,700 per year
- Income to the community from employment: 30 to 35 jobs equivalent to a total of \$750,000/year
- Linkage to employment needs: Small
- Developer Investment Probability: 7/10 (8/10 if restaurant is excluded)  
*Please note: Restaurant must be subsidized by residential tax structure.*
- Synergy: Could become a single-destination cluster
- Notes: *To include 10 small, modern alternative commercial units decoratively designed, with or without a restaurant (4,000 sq. ft.) with indoor-outdoor eating and small events.*

LDC is requesting Council adopt the four options above as written. These options represent the 4 top scenarios discussed over the year or more for this site. All information gathered will be compiled and new renderings created during the month of February. An informational mailer containing these options and renderings will be sent to all households in March with instructions for completing a survey of preferences.

### **Recommendations**

**To approve the four options as presented, and to move forward with compiling all of the information gathered into new renderings for sending out to households in March with instructions for completing a survey of preferences.**

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**Agenda Item 2022 – 26  
Solicit Bids for Salt Shed**

The Public Works Director is requesting permission to send out an RFP for a new salt shed. He is seeking design and specifications from companies. Once obtained, he would like to send out to bid the design and specs that work best for Lisbon and the space available. There was \$450,000.00 set aside for this project and our hope is that the materials have gone down enough so that the town can get a good price.

**Recommendation**

**To authorize the Interim Town Manager and Public Works Director to solicit bids for a new Salt Shed.**

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**Agenda Item 2022 – 27  
Renewal Sidewalk Snow & Ice Removal Contract**

The Public Works Director would like to sign a contract with Four Seasons Landscaping who currently takes care of our sidewalks. The contract made on January 21, 2022, was updated to include additional sidewalks the town adopted in Kelly Park; Champagne Lane, Wine Time Circle, and Premier Drive. Once the adding additional sidewalks were added, the total sidewalk footage went from 54,427 feet to 57,727 feet. This contract for services now totals \$50,000.00 to be billed by the contractor in 6 monthly invoices of \$8,333.33 each, issued from November to April each year.

The Public Works Director recommends that we accept a contract with Four Seasons Landscaping for sidewalk snow & ice removal as they are currently contracted with the town for snow removal and do a great job. All work performed will meet our needs.

**Recommendation**

**To authorize the Interim Town Manager to execute a renewal contract with Four Seasons Landscaping for sidewalk snow & ice removal in the amount of \$50,000.00 each year to be billed by the contractor in 6 month invoices of \$8,333.33 each, issued from November to April each year.**

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**Agenda Item 2022 – 28  
Generator Bid Award**

During the FY 22 budget process, Council authorized the following allocations and amounts to fund three new generators:

Public Works Generator- \$40,000 Unassigned Fund Balance-	Bid amount-\$56,000
ET Smith Generator- \$15,000 Unassigned Fund Balance-	Bid amount-\$54,000
LFD Generator- \$15,000 Unassigned Fund Balance-	\$58,000
LFD Electrical-14,000 Kelly Park TIF Funds	

The Public Works Director and Fire Chief recommends the following to fully fund all three generator projects: Re-allocate the ET Smith \$15,000 Undesignated Fund Balance to the Public Works generator project and \$1,000 from LFD Undesignated Fund Balance to fully fund the Public Works generator and allocate \$54,000 from the Kelly Park TIF funds to fund the ET Smith Generator and \$30,000 from the Kelly Park TIF fund for the LFD Generator to fully fund the projects.

## Recommendation

To award the bid for three generators to Electrical Systems of Maine in the amount of \$168,000 as follows:

Public Works Generator	\$56,000-UFB
ET Smith Generator	\$54,000-Kelly Park TIF
LFD Generator	\$14,000-UFB & \$44,000-Kelly Park TIF

And to re-allocate the ET Smith \$15,000 Undesignated Fund Balance to the Public Works generator project, \$1,000 from LFD Undesignated Fund Balance to fully fund the Public Works generator, allocate \$54,000 from the Kelly Park TIF funds to fund the ET Smith Generator, and \$30,000 from the Kelly Park TIF fund for the LFD Generator to fully fund the projects.

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## Agenda Item 2022 – 29 360 Traffic Camera Bid Award

Bid 2022-001 is for two new 360 Degree Traffic Cameras for the intersection of Route 196 and Route 9 and also the intersection of Route 196 and Capital Avenue. Bids were solicited from four different companies, and publicly opened by Ray Soucy, PW Admin and Brenda Martin, Accounts Payable Clerk. Only bid received was from the Electric Light Company, which is below. Following the bid is our recommendation:

COMPANY NAME	EQUIPMENT TYPE	QTY	UNIT \$	TOTAL \$
Electric Light Company	Supply & Install 360 Degree Video Detection System <ul style="list-style-type: none"><li>Route 196 / Route 9 Intersection</li><li>Route 196 / Capital Ave Intersection</li></ul>			
		2	\$3,500.00	\$7,000.00
	Processor	2	\$12,000.00	\$24,000.00
	360 Degree Camera	2	\$4,500.00	\$9,000.00
	Mounting Hardware	2	\$500.00	\$1,000.00
	Surge	2	\$250.00	\$500.00
	Cate Underground Wire	2	\$250.00	\$500.00
				<b>\$42,000.00</b>

After thorough review of the bid, the Public Works Director recommends accepting the bid from the Electric Light Company, since they are our current street light repair company who also installed our previously purchased cameras, and they were the only bidder for 2022-001.

Be advised that the funds to purchase these cameras totaling \$42,000.00 will come from the following accounts.

- Downtown TIF- \$26,747.91
- Kelly Park TIF- \$15,252.09

This recommendation for Council consideration is to purchase two 360 Degree Traffic Cameras from the Electric Light Company for \$42,000.00.



## **Recommendation**

**To accept the bid from Electric Light Company in the amount of \$42,000.00 to purchase and install two 360 Degree Traffic Cameras to be funded with \$26,747.91 from the Downtown TIF funds and \$15,252.09 from the Kelly Park TIF funds.**

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### **Agenda Item 2022 – 30**

#### **Waste Water Treatment Plant (WWTP) Refrigerated Composite Sampler Bid Award**

The bid process for the purchase of two new refrigerated composite samplers closed on Thursday January 20, 2022. The two new composite samplers would replace the two samplers that were installed in 2007.

Bids were requested from the following companies:

1. Hach
2. New England Environmental Equipment
3. Russell Resources

The town received bids from the following companies:

- Hach - \$19,006.68 for two samplers and Junction box for Flow Pacing
- Russell Resources - \$14,803.00 for two samplers

The Sewer Superintendent's recommendation is to move forward with the purchase of the two new refrigerated composite samplers from Russell Resources as proposed. \$15,000 was budgeted in the improvements line for the purchase of two composite samplers. The expected delivery time frame for the pumps is expected to be 2-4 weeks once the order is submitted.

## **Recommendation**

**To authorize the Interim Town Manager to purchase two new refrigerated composite samplers from Russell Resources in an amount not to exceed \$14,803.00 as proposed, taking \$15,000 from the improvements line.**

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### **Agenda Item 2022 – 31**

#### **Waste Water Treatment Plant (WWTP) Returned Activated Sludge (RAS) Pump Bid Award**

The Sewer Superintendent reports the bid process for the purchase of three new returned activated sludge pumps closed on Thursday January 20, 2022. The new RAS pumps would replace the three pumps that were installed in the 1990's.

Bids were requested from the following companies:

1. Wescor Associates
2. Maher Corporation
3. Russell Resources
4. Trask-Decrow Machinery
5. Stevens Electric & Pump Service

Only one bid was received, which was from Wescor Associates in the amount of \$45,450.00 for all three pumps. The quoted pumps are a direct replacement for our current pumps so they will be installed by treatment plant staff. The bid also included a price of \$1,200 per day for start-up costs. The Sewer

Superintendent will work with the vendor to do the official start-up after all three pumps are installed so this fee should only need to be paid once.

The Sewer Superintendent recommends council move forward with the purchase of the three new RAS pumps from Wescor Associates as bid, plus approving \$1,200 for start-up and carry \$1,550 for incidentals due to the current shipping climate, totaling \$48,200.00. \$70,000 was budgeted in the Improvements line for purchasing three pumps plus installation. The expected delivery time frame of the pumps is expected to be approximately 5-7 months once the order is submitted.

**Recommendation**

**To authorize the Interim Town Manager to purchase three new RAS pumps from Wescor Associates for \$45,450.00 as bid, plus \$1,200 for start-up, and to carry \$1,550 for incidentals due to the current shipping climate for a total not to exceed \$48,200.00.**

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***TOWN OF LISBON***

*Twila D. Lycette, Town Clerk  
300 Lisbon Street, Lisbon, ME 04250  
Lisa Smith, Deputy Clerk*

***TOWN OF LISBON***

***PUBLIC HEARING***

Notice is hereby given that the Lisbon Town Council intends to hold a public hearing on Tuesday, February 1, 2022 at 7:00 PM in the Town Office Public Meeting Room to hear comments on a renewal Medical Marijuana Retail Store License for:

BBB Pharmaceutical Alternatives, LLC  
385 Lisbon Street,  
Lisbon, Me 04250

and an Adult Use Products Manufacturing Facility for:

Cannabis Angels  
5 Canal Street  
Lisbon Falls, Me 04252

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*Twila Lycette,  
CMC/CCM  
Lisbon Town Clerk*

22-618

Constable's  
Return Of Posting  
State Of Maine

Lisbon,

Androscoggin, ss.

Pursuant to the within notice, I have posted said notice at the Lisbon Center Post Office and the Town Office Building, these being in District 1, and the Lisbon Falls Post Office, this being in District 2, all being conspicuous and public places within the Town of Lisbon.

Date: 1/20/22

Shawn E Kelly  
Constable, Town of Lisbon



**Agenda Date: 02-01-2022**

Date	Brenda Martin	Municipal Accts Payable
1/20/2022	1182022	\$ 169,963.47
1/20/2022	1192022	\$ 5,180.30
1/27/2022	1262022	\$ 5,122.25
		<b>\$ 180,266.02</b>

Date	Jennifer Martin	Municipal Payroll Warrants
1/25/2022	22124w	\$ 17,860.51
1/25/2022	220124	\$ 173,545.78
		<b>\$ 191,406.29</b>

Date	Louise Levesque	School Accts Payable
1/31/2022	2214	\$ 185,998.09

Date	Eva Huston	School Payroll Warrants
1/25/2022	1090	\$ 14,069.69
1/25/2022	1091	\$ 158.32
2/1/2022	1092	\$ 368,380.84
2/1/2022	1093	\$ 11,724.06
2/1/2022	1094	\$ 11,256.00
2/1/2022	41	\$ 1,978.55
		<b>\$ 407,567.46</b>



**TOWN COUNCIL  
MEETING MINUTES  
JANUARY 18, 2022  
LISBON TOWN HALL**

Mark Lunt 2022  
Donald Fellows 2022  
Jason Smith 2022  
Fern Larochelle 2023  
Harry Moore, Jr. 2024  
Raymond Robishaw 2024  
Clifford Miller 2024

**CALL TO ORDER.** The Chairman, Fern Larochelle, called the meeting to order and led the pledge of allegiance to the flag at 7:00 PM.

**ROLL CALL.** Members present were Councilors Fellows, Lunt, Larochelle, Robishaw, Miller, and Moore, Jr. Councilor Smith was excused. Also present were Diane Barnes, Town Manager; Ryan McGee, Police Chief; Nate LeClair, Fire Chief; Randy Cyr, Public Works Director; Steve Aievoli, Sewer Superintendent; Kayla Tierney, Finance Director and Marie Hale, Water Commissioner. There were approximately 13 citizens in the audience.

**VOTE (2022-14A)** Councilor Fellows, seconded by Councilor Moore moved to excuse Councilor Smith's absence. **Order passed – Vote 6-0.**

**GOOD NEWS & RECOGNITION**

Councilor Larochelle presented Diane Barnes, the outgoing Town Manager, with a Certificate of Appreciation and recognized her for her fine leadership skills and the significant contributions she has made to strengthen the community since 2014 while serving as Town Manager for the Town of Lisbon and wished her the best in her next endeavor. He also presented her with a Pad folio as a token of appreciation from the Town Council. Mrs. Barnes thanked the Council for the opportunity to serve the taxpayers of Lisbon. She said it has been a wonderful ride for the last 7-1/2 years, accomplishing a lot together, moving Lisbon forward in the right direction, and hopes it will continue. She said she was glad to have been a part of it, that leaving feels like a double edged sword because she had built so many great relationships with co-workers and Lisbon community members and will remain a resident of the town.

**PUBLIC HEARINGS**

**A. MEDICAL MARIJUANA MANUFACTURING AND  
MEDICAL MARIJUANA RETAIL STORE LICENSES  
FOR CRYSTAL SPRINGS**

The Chairman opened the Public Hearing. Michael Scalia, owner of Crystal Springs stated they were happy to be in Lisbon and were almost ready to open their retail store. Seeing no further comments, the Chairman closed the Public Hearing.

**B. SPECIAL ENTERTAINMENT PERMIT AND  
VICTUALER'S LICENSE FOR OLIVE PIT BREWING COMPANY**

The Chairman opened the Public Hearing. There were no comments. The Chairman closed the Public Hearing.

**AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS**

Lisa Ward, Chairman of the Lisbon Development Committee (LDC) said she is pleased to offer information for the Council's review. LDC developed Worumbo site options in a work group setting with invited guests, input from the Lisbon Planning Board, Positive Change Lisbon, and Save the View members. LDC, as a collective work group,

put together four options that all include a recreational area/public park space, not only to add beauty to the area, but to attract residents and visitors to this area, offering opportunities for outdoor events, like concerts in this space. In turn, that could attract people to the businesses here in Lisbon. She said this could also be a draw for potential investors or developers to other parts of Lisbon. She handed out preliminary information regarding the Worumbo site options and indicated this group would continue to accept and share input about the Worumbo site with the Council on an ongoing basis and would be updating the information as needed prior to the next Council meeting. The four options were as follows:

1. Riverside Park
2. Residential Housing with Public Riverside Park
3. Residential Housing with Restaurant(s) and Riverside Park
4. Boutique Business Opportunities and Riverside Park

Mrs. Ward stated each option includes greenspace and parking acreage. Each option took into consideration the following: a) does it fit with the character and needs of the Town of Lisbon, b) economic and tax impacts, c) the probability of Developer interest in such a project, d) and documented notes about the option.

Mrs. Ward said every option will require upgrades to the adjacent public infrastructure as well. TIF revenues are available to help fund those much-needed improvements both at Worumbo and in the surrounding village area. There are also matching funds available for additional grants for the area. Upgrades could include improving the crosswalk at Route 196 and Main Street, adding a possible rail trail, additional lighting and streetscapes, as well as installing benches, displays for public art, and other pedestrian amenities.

She stated at the first Council Meeting in February, LDC will formally present the information for all four options continuing the process of determining the future of the Worumbo site. These four conceptual redevelopment options can be seen on the Worumbo website at [www.worumbo.org](http://www.worumbo.org). She encouraged anyone interested in giving input or recommendations to email Mrs. Ward at [ward@lisbonme.org](mailto:ward@lisbonme.org).

## **CONSENT AGENDA**

**VOTE (2022-14)** Councilor Fellows, seconded by Councilor Lunt moved to adopt the following agenda item:

- A. Municipal Accounts Payable Warrants - \$ 306,461.81
- B. Municipal Payroll Warrants - \$0.00
- C. School Accounts Payable Warrants - \$268,007.27
- D. School Payroll Warrants - \$740,520.33
- E. Minutes of January 4, 2022
- F. Renewal Medical Marijuana Manufacturing and Retail Store Licenses for Crystal Springs & Special Entertainment Permit and Victualer's License for Olive Pit Brewing Company
- G. Set a public hearing on Feb 1 for a Medical Marijuana Retail Store License for BBB Pharmaceutical Alternatives, LLC and an Adult Use Products Manufacturing Facility for Cannabis Angels
- H. Audit Engagement Letter – Authorizing the Town Manager to sign the RHR Smith Audit engagement letter
- I. Tax Collector Settlement – Approving the Certificate of Settlement for Diane Barnes, Tax Collector for the FY 19, 20, 21 & 22 years.

**Order passed - Vote 6-0.**

## **COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES**

### **REVIEW COUNCIL RULES – SUGGESTED AMENDMENTS**

**INTRODUCTION:** Councilor Fellows stated the Council recently adopted a Remote Meeting Policy for emergency situations and suggested the following amendment be added to the current Council's working rules as follows:



**Sec. 74-201. Working rules for town council.**

- (a) *Purpose.* The purpose of these rules is to establish procedures for the conduct of town business before the council, pursuant to the authority of council under Section 2.06(b) of the Charter.
- (b) *Effective date/adoption/amendment.*
  - (1) *Effective date.* These rules shall be effective for the council year that runs from the organizational meeting on the first Tuesday after the first Monday in December to the next organizational meeting in the ensuing year. Should the council fail to adopt working rules at its organizational meeting, then the rules for the previous year shall remain in full force and effect.
  - (2) *Adoption.* The adoption of these working rules, or any amendment thereof, shall require four affirmative votes.
  - (3) *Amendment.* These working rules may be amended at any regular or special meeting of the town council. Any amendment proposed for these working rules shall be submitted in writing and shall be included in the agenda package for the meeting at which the amendment is to be considered.
- (c) *Agenda.*
  - (1) *Development.* The development of agendas for meetings of the Lisbon Town Council shall be in accordance with Section 2.04(a)(2) of the Charter.
  - (2) *Deadline.* For regular and special meetings of the council held at the designated time and place, all agenda items shall be provided to the manager's office by close of business on the Wednesday prior to the regular Tuesday meeting.

The agenda shall be provided online by the close of business on the Friday prior to the regular Tuesday meeting. Changes to the agenda will not normally be made after this time and documentation for all agenda items will be included with the agenda. Any missing documents will be addressed via memorandum from the Town Manager (i.e., fuel bids).

For special meetings not scheduled at the regular Tuesday meeting time, agenda items shall be provided by the town manager's office at least 48 hours before the scheduled time and date of the meeting.

When an emergency meeting is called, or changes to the regular meeting agenda are needed, agenda items shall be provided as much in advance as possible prior to the meeting, but may be presented at the meeting itself if circumstances so require.

In the event a councilor, resident and/or taxpayer of the Town of Lisbon, authorized representatives of such resident or taxpayer, or in the case of an organization, the authorized representative of that organization, wishes a matter to be considered at a council meeting, it shall be submitted to the town manager as far in advance of the meeting as possible, and prior to the normal Wednesday deadline. The individual requesting the matter be considered shall explain the reason or necessity for consideration in order for the request to be considered by the council for inclusion on the agenda.

- (3) *Consent agenda.* Those items which in the opinion of the chair are considered routine matters not requiring debate, may be included on the agenda as a consent item. If so designated, it shall be listed on the agenda under "consent agent." Any councilor wishing to have any item so listed, removed from the consent agenda, shall have the unlimited right to do so at any time prior to the vote by council on the consent agenda. If such an item is removed from the consent agenda, it shall be considered as the next item of business after the consent agenda. In the case of items included as consent items, the motion to approve the item shall be

considered to have been adopted by the town council as part of its vote to approve the consent agenda.

- (4) *Fiscal items.* If a proposal has a direct fiscal impact of \$10,000.00 or more and requires a council vote outside the annual budget process, the council may consider that proposal only after the finance department has provided the council with a written evaluation of the direct impact of the proposal on town revenues and expenditures during the current and following fiscal year. As used in this rule, "proposal" means a supplemental appropriation, a proposed contract, or a proposed grant. This rule does not preclude the council from considering a proposal's longer term impact on town revenues and expenditures.
- (5) *Order of business.* All regular meetings of the town council shall transact their business in the following order:
  - a. Call to order and pledge to flag;
  - b. Roll call;
  - c. Reading of meeting rules;
  - d. Good news, recognition;
  - e. Public hearings;
  - f. Audience participation and response for agenda items;
  - g. Consent agenda;
  - h. Council orders, resolutions, and ordinances;
  - i. Other business;
  - j. Appointments;
  - k. Councilor communication;
  - l. Audience participation and response for new items;
  - m. Executive session;
  - n. Adjournment.

The town council may have the right to change the agenda order and to take up any agenda item out of order upon a majority vote of those councilors present.

- (6) *Non-agenda items.* In the event the town manager, town staff, or a councilor, wishes a matter to be considered at the current council meeting, that was not able to be submitted prior to the deadline and has not been included on the agenda, then that matter in proper form shall be submitted to the town council as far in advance of the meeting as possible, but it may be presented at the meeting. The council member, the manager or staff requesting that the matter be considered, shall explain the reason for and the necessity of immediate consideration at the current meeting. The council may vote to waive the rules to consider that item, and upon a majority vote of those councilors present, the item(s) shall be considered for action by council.
- (d) *Meetings.*
- (1) *Generally.* Unless otherwise designated by the chair or by four members of council, and for good cause shown, meeting of the town council shall occur at the central meeting room in the town office building.
  - (2) *Attendance.* Failure to attend 3 consecutive meetings of the Council without being excused by a vote of the Council will result in forfeiture of office. Acceptable excuses include, without limitation, illness, vacation, and family emergencies. A



limit of seven (7) excused absences over a one year session shall trigger Council review.

- (3) *Meeting length.* All council meetings, workshops, or executive sessions shall be conducted, except in extraordinary circumstances, within 2½ hours of the time the meeting is called to order. At regularly scheduled meetings, this will call for adjournment on or before 9:30 p.m. The council may, by waiving these rules, agree to extend the time for meetings if it is deemed appropriate.
- (4) *Adjourned sessions.* Any session of the town council may be continued or adjourned from day to day, or for more than one day, but no adjournment shall be for a longer period than until the next regular meeting.
- (5) *Organizational meeting.* The council shall conduct an organizational meeting at 7:00 p.m. at its regular place of meeting, on the first Tuesday after the first Monday of December of each year. The meeting shall address the installation and oath of office of newly elected councilors, the election of a chair and vice chair, appropriate annual appointments as may be necessary, consideration and adoption of council working rules for the ensuing year, and such other organizational matters as may be deemed necessary and appropriate.
- (6) *Regular meetings.* The town council shall hold its regular meetings at 7:00 p.m. on the first and third Tuesdays of each month. If that Tuesday falls on a holiday, then the meeting shall be held on the next day. For good cause, the meeting date may be changed by the chair or by the vote of four councilors to another date and or time. If it is determined by the chair that there is no business to come before the town council, then he/she shall advise the town council accordingly and no meeting need be held.
- (7) *Special meetings.* Special meetings shall be held upon the call of the chair or four or more members of the council in accordance with the provisions of Section 2.06 of the Charter. The same notice requirements for a regular meeting shall pertain to the calling of a special meeting.
- (8) *Emergency meetings.* Where circumstances justify and constitute a hazard to the health, safety and welfare of the inhabitants, that requires action by the town council, then an emergency meeting may be held. Notice shall be given in the best practical manner including telephonically and electronically. The press shall be given the same notice within the same time frame as the town councilors.
- (9) *Remote Meetings.* Pursuant to 1 M R S Subsection 403-B and in accordance with Article II, Section 2.06 of the town charter; if an emergency or urgent situation is determined to exist, meetings of the Town Council may be held in accordance with the Town Council Remote Meeting Policy. The requirements stipulated in these Working Rules may be modified in a manner consistent with the requirements of the Remote Meeting policy."

(e) *Conduct of meetings.*

**VOTE (2022-15)** Councilor Moore, seconded by Councilor Miller moved to adopt the following Amendment to Section 74-201 Working Rules for the Town Council as follows:

**Sec. 74-201. Working rules for town council.**

...

(d) *Meetings.*

...

- (8) *Emergency meetings.* Where circumstances justify and constitute a hazard to the health, safety and welfare of the inhabitants, that requires action by the town council, then an emergency meeting may be held. Notice shall be given in the

best practical manner including telephonically and electronically. The press shall be given the same notice within the same time frame as the town councilors.

- (9) Remote Meetings. Pursuant to 1 M R S Subsection 403-B and in accordance with Article II, Section 2.06 of the town charter; if an emergency or urgent situation is determined to exist, meetings of the Town Council may be held in accordance with the Town Council Remote Meeting Policy. The requirements stipulated in these Working Rules may be modified in a manner consistent with the requirements of the Remote Meeting policy."

(e) *Conduct of meetings.*

**Order passed - Vote 6-0.**

### LISBON COVID-19 VACCINATION, TESTING, AND FACE COVERING POLICY

**INTRODUCTION:** Councilor Fellows suggested, in reference to the recent Supreme Court action and State Occupational Safety and Health Administration (OSHA) group not making a decision yet, that it would be best to move this agenda item to the next meeting.

**VOTE (2022-16)** Councilor Fellows, seconded by Councilor Lunt requested the Lisbon COVID-19 Vaccination, Testing and Face Covering Policy be moved to the next meeting's agenda. **Order passed - Vote 4-2 (Opposed: Miller and Moore).**

### BUDGET SCHEDULE

**INTRODUCTION:** Mrs. Barnes presented the draft budget schedule and said this Budget Schedule is similar to last year's budget schedule and if approved tonight, the Finance Committee will be included in these workshops.

**VOTE (2022-17)** Councilor Moore, seconded by Councilor Miller moved to adopt the Budget Schedule as presented. **Order passed - Vote 6-0**

### GENERATOR BIDS

**INTRODUCTION:** Mrs. Barnes said the Bids were opened and were all overbid. She recommended rejecting the bids. She said if the Council chooses not to reject the bids, they will have to go through a process to appropriate more money through the Unassigned Fund Balance.

Mr. Cyr stated Bid 2021-010 is for a new Generator, Transfer Switch, and Installation at three locations, which are the Public Works Garage, Village Street Fire Station, and Main Street Fire Station. He requested bids be broken down by location.

Bids were solicited from thirteen different companies and publicly opened. Randy Cyr, Public Works Director; Ray Soucy, PW Admin; Matthew Tassinari, Electrical Systems of Maine & Don Rossignol, Enterprise Electric were also present at the bid opening. He said as Council reviews each bid, they should refer to the individual attachments per each company and department for complete specifications. The following bids were received and reviewed. Following each bid is a recommendation:

### **PUBLIC WORKS - GARAGE:**

Public Works - Garage	Enterprise Electric	Generator	\$36,328.39
		Transfer Switch	\$4,041.68
		Installation	\$25,540.44
			<b>\$65,910.48</b>

Public Works - Garage	Electrical Systems of ME	Generator	\$32,300.00
		Transfer Switch	\$3,300.00



		Installation	\$20,400.00
			<b>\$56,000.00</b>

Mr. Cyr recommended Council reject both bids from Enterprise Electric and Electrical Systems of Maine for the Public Works Department because each bid is higher than the budgeted amount for the new generator. He indicated that budgeted amount for the Public Works Generator, Transfer Switch, and Installation is \$40,000.00. Back in November 2020 Mr. Cyr estimated a generator for the garage verbally quoted was around \$38,000.00 to \$40,000.00, which was why \$40,000.00 was budgeted. Mr. Cyr pointed out the reason for the increase on the current quote over the previous quote was because the quote in 2020 was for a 48kw generator and the new generator quote is for an 80kw generator, because the larger generator is needed to run all of the shop equipment.

### **FIRE DEPARTMENT – VILLAGE STREET:**

Fire Department – Village St	Enterprise Electric	Generator	\$30,312.59
		Transfer Switch	\$6,208.53
		Installation	\$26,318.30
			<b>\$62,839.42</b>

Fire Department – Village St	Electrical Systems of ME	Generator	\$27,585.00
		Transfer Switch	\$4,800.00
		Installation	\$21,615.00
			<b>\$54,000.00</b>

Mr. Cyr recommended Council reject both bids from Enterprise Electric and Electrical Systems of Maine for the Lisbon Village Fire Station because each bid is higher than the budgeted amount for a new generator. The budget amount for Fire Department to purchase a Generator, Transfer Switch, and Installation at Village Street Station is \$15,000.00.

### **FIRE DEPARTMENT – MAIN STREET:**

Fire Department – Main St	Enterprise Electric	Generator	\$30,312.59
		Transfer Switch	\$6,208.53
		Installation	\$33,502.61
			<b>\$70,023.73</b>

Fire Department–Main St	Electrical Systems of ME	Generator	\$27,585.00
		Transfer Switch	\$4,800.00
		Installation	\$25,615.00
			<b>\$58,000.00</b>

Mr. Cyr recommended Council reject both bids from Enterprise Electric and Electrical Systems of Maine for the Lisbon Falls Fire Station on Main Street because each bid is higher than the budget amount for a new generator. The budget amount for a Generator, Transfer Switch, and Installation at the Main Street Station is \$15,000.00 and an additional \$14,000.00 was budgeted for the electrical upgrade totaling \$29,000.00.

**COUNCILOR COMMENTS:** Councilor Lunt suggested the town purchase just one generator this year and a second generator next year because prices are so high. Councilor Larochelle said they could get one generator for Public Works with the money already budgeted since the Fire Chief is willing to try and acquire their generators with grant funds.

Chief LeClair mentioned the possibility of obtaining a Federal FEMA Grant for generator projects. He said the town also needs to upgrade the electrical service from 100 amps to 200 amps and that he hopes to get that done this year. He indicated he would concentrate on the electrical upgrade before the new generator if he had to choose.



Councilor Larochelle asked what the need was for both Fire Stations. Chief LeClair said one station needs electrical upgrades and a generator and the other one only needs a generator. Councilor Larochelle asked if both stations needed the same size generator. Chief LeClair replied yes, and they both should be upgraded with 48-50 kilowatts. Councilor Larochelle asked what was budgeted for the electrical. Chief LeClair replied \$17,000.00 was budgeted last year. Councilor Lunt suggested Mr. Cyr and Chief LeClair get together to see if they can purchase one generator for Public Works and also upgrade the electrical system for one Fire Station with the money currently allocated.

**VOTE (2022-18)** Councilor Fellows, seconded by Councilor Lunt requested this item be moved to the next meeting's agenda pending more information. **Order passed - Vote 6-0.**

## OTHER BUSINESS

### A. COUNCIL COMMITTEE REPORTS

1. School: None.
2. Planning: Councilor Fellows stated the Planning Board met last week and did a Site Plan Review for Grandview Estates and two Cannabis operations. One for Manufacturing and One for Retail, both located in the downtown Lisbon area.
3. LDC: None.
4. Conservation Commission: None.
5. Recreation: None.
6. County Budget: None.
7. Library: None
8. Water Commission: Councilor Fellows stated there's still a concern with the corrosion in the Water System and the Water Department is still waiting for parts to remedy that situation.
9. Finance Committee: None.

### B. TOWN MANAGER'S REPORT

Mrs. Barnes said she will send out an email about the FEMA (Federal Emergency Management Agency) training. She also wanted the Council to know the ad for a new Town Clerk, which closes on January 21. Councilor. Lunt asked if there were many that applied. Mrs. Barnes said no.

### C. DEPARTMENT HEAD WRITTEN REPORTS – NO COMMENTS

### D. COUNCIL GOAL SETTING – NO COMMENTS

## APPOINTMENTS

### LISBON DEVELOPMENT COMMITTEE 3 YEAR RENEWAL APPOINTMENTS EXPIRING JAN 31

**VOTE (2022-19)** Councilor Lunt, seconded by Councilor Robishaw moved to renew the LDC appointment for Don Fellows as Council Member and Primary Liaison and to renew regular member appointments for Angela D'Amours and Lisa Ward, and Christopher Rugullies, as Associate Member until 2024. **Order passed - Vote 6-0.**

### CONSERVATION COMMITTEE APPOINTMENT FOR

**VOTE (2022-20)** Councilor Fellows, seconded by Councilor Miller moved to appoint Cherie Garnett to the Conservation Commission. **Order passed - Vote 6-0.**

## COUNCIL COMMITTEE ASSIGNMENTS

- School: Councilor Larochelle Primary Liaison
- Planning: Councilor Fellows Primary Liaison
- LDC: Councilor Fellows Primary Liaison and Councilor Smith Secondary Liaison
- Conservation Commission: Councilor Moore Primary Liaison
- Recreation: Councilor Miller Primary Liaison
- County Budget: Councilor Moore Primary Liaison and Councilor Lunt Secondary Liaison
- Library: Councilor Lunt Primary Liaison
- Water Commission: Councilor Fellows Primary Liaison
- Finance Committee: Councilor Robishaw Primary Liaison

### **COUNCILOR COMMUNICATIONS**

Councilor Moore recognized and thanked the Public Works Department for doing a good job during the last snowstorm.

Councilor Larochelle stated Mark Stevens, the Parks & Recreation Director is requesting permission to use the Worumbo site for their annual Car Show and possibly expanding the Moxie Festival to that site this year due to the Main Street construction project coming up. Mrs. Barnes recommended talking to the contractors on the Main Street project first to make sure there is space available after the contractor's needs are met for their staging and equipment.

### **AUDIENCE PARTICIPATION & RESPONSE FOR NEW ITEMS**

Traci Austin, Chairman of the School Committee invited the Council to their next School Committee meeting to listen in on their budget process as they go through the school's budget line by line. She said this would help the Council understand and familiarize themselves with how the School Committee develops the school budget.

### **EXECUTIVE SESSION - NONE**

### **ADJOURNMENT**

**VOTE (2022-22)** Councilor Fellows, seconded by Councilor Robishaw moved to adjourn at 8:00 p.m. **Order passed - Vote 6-0.**

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Lisa B. Smith, Deputy Clerk  
Date Approved: February 1, 2022

TOWN OF LISBON

MEDICAL MARIJUANA ESTABLISHMENTS APPLICATION

           Initial Application

  ✓   Renewal Application

*Non-refundable Fees*

<u>  ✓  </u> Medical Marijuana Retail Store	\$250.00
<u>          </u> Medical Marijuana Dispensary	\$250.00
<u>          </u> Medical Marijuana Testing Facility	\$250.00
<u>          </u> Medical Marijuana Manufacturing Facility	\$250.00

1. Owner: Christopher Brunelle Home Phone:                                 

Owner's Home Address: 328 Lisbon St. Lisbon, ME 04250

Residence(s) for last three years:                                 

2. Name of Business: Bbb Pharmaceuticals Alternatives LLC Business Phone: 207-407-4411

Location of Business: 385 Lisbon St. Lisbon, ME 04250

Business Mailing Address: P.O. Box 806, Lisbon, ME 04250

3. List Owners/Members/Partners/Officers/Directors/Stockholders/Managers/Supervisory Personnel/  
or other participants:

Name: Christopher Brunelle Phone Number:                                 

Street Addr: 328 Lisbon St. Birth Date:                                 

Town/State/Zip: Lisbon, ME 04250

Name: Brandy Margolis Phone Number:                                 

Street Addr: P.O. Box 508 Birth Date:                                 

Town/State/Zip: Schattis, ME 04280

Name: Thomas Brunelle Phone Number:                                 

Street Addr: 137 Main St. Birth Date:                                 

Town/State/Zip: Lisbon Falls, ME 04252

Name:                                  Phone Number:                                 

Street Addr:                                  Birth Date:                                 

Town/State/Zip:                                 

Name:                                  Phone Number:                                 

Street Addr:                                  Birth Date:                                 

Town/State/Zip:                                 

Attach a list on a separate piece of paper of names or additional names that apply.

Business Name: BBB Pharmaceuticals Alternatives, LLC Page 4

### FIRE CHIEF INSPECTION

The fire chief or his/her agent shall inspect the location or proposed location to determine if all town ordinances and any other applicable regulations concerning fire and safety have been satisfied and shall report findings in writing to the town clerk.

YES NO State Fire Marshall inspection has been completed. N/A

YES NO Hazardous Chemicals to be used for processing N/A

— Sprinklers required and in compliance. N/A

Report all findings here \_\_\_\_\_

✓ Dated: 12/27/21 Medical Marijuana Retail Store

Approved: YES NO

Dated: \_\_\_\_\_ Medical Marijuana Dispensary

Approved: YES NO

Dated: \_\_\_\_\_ Medical Marijuana Testing Facility

Approved: YES NO

Dated: \_\_\_\_\_ Medical Marijuana Manufacturing Facility

Approved: YES NO

Approved for categories above: \_\_\_\_\_

Nate LeClair  
Nate LeClair, Fire Chief

# HEALTH OFFICER INSPECTION

Business Name: BBB Pharmaceuticals Alternatives, LLC Page 5

The health officer shall inspect the location or proposed location to determine whether all applicable ordinances relating to health and safety have been satisfied.

☒ This establishment does not sell prepared food. No Victualers License required.

☐ This Establishment sells prepared food. Victualers Application required.

The Health Officer has inspected the proposed location and has determined that all applicable ordinances relating to health and safety have been satisfied. See report of findings in writing below to the town clerk.

Report all findings here:


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✓ Dated: <u>12/27/21</u>	Medical Marijuana Retail Store	Approved: <u>YES</u>	NO
Dated: _____	Medical Marijuana Dispensary	Approved: YES	NO
Dated: _____	Medical Marijuana Testing Facility	Approved: YES	NO
Dated: _____	Medical Marijuana Manufacturing Facility	Approved: YES	NO

Approved for categories above: \_\_\_\_\_

  
Nate LeClair, Health Officer



### POLICE CHIEF INSPECTION

The police chief or his/her agent shall investigate the application, including the criminal history record information authorized under subsection 10-605(5) and shall report findings in writing to the town clerk. The following application has been investigated, including criminal history and the following:

#### 10-605 APPLICATION (investigated) \*\*\*

☒ YES ☐ NO (5) A release for each applicant and for each officer, owner, member, manager or partner of the applicant seeking a license allowing the Town of Lisbon to obtain criminal records and other background information related to the individual(s) were obtained and reports were reviewed.

#### 10-610 STANDARDS FOR APPROVAL, DENIAL, REVOCATION \*\*\*

YES ☐ NO ☒ (4) Has applicant(s)/business had a license for a marijuana establishment revoked by a municipality or by the State. \*\*\*

YES ☐ NO ☒ (6) Has applicant(s) been convicted of a disqualifying drug offense.

YES ☐ NO ☒ (7) Has applicant(s) provided false or misleading information in connection with the license application.

#### 10-611 OPERATING REQUIREMENTS \*\*\*

☒ YES ☐ NO (4) Loitering. The facility owner/operator shall make adequate provisions to prevent patrons or other persons from loitering on the premises. It shall be the licensee's obligation to ensure that anyone found to be loitering or using marijuana or marijuana products in the parking lot or other outdoor areas of a licensed premises is ordered to leave. Has applicant(s)/business complied with this requirement.

Report all findings here \_\_\_\_\_

✓ Dated: <u>11/28/21</u>	Medical Marijuana Retail Store	Approved: <input checked="" type="radio"/> YES <input type="radio"/> NO
Dated: _____	Medical Marijuana Dispensary	Approved: YES <input type="radio"/> NO
Dated: _____	Medical Marijuana Testing Facility	Approved: YES <input type="radio"/> NO
✓ Dated: <u>11/28/21</u>	Medical Marijuana Manufacturing Facility	Approved: <input checked="" type="radio"/> YES <input type="radio"/> NO

Approved for categories above: \_\_\_\_\_

  
Ryan McGee, Police Chief

CHS - 2407191

Business Name: BBB PHARMACEUTICAL ALTERNATIVES Page 6  
- Retail Store

### BUILDING INSPECTION - CODE ENFORCEMENT INSPECTION

The building inspector shall verify that the premises at which the establishment will be located complies with all (check those in compliance below):

- Applicable Town Ordinances
- The Building Code
- Electrical Code
- Plumbing Code
- *Security (check if complied with):*
  - The licensed premises shall have lockable doors and windows and shall be served by an alarm system that includes automatic notification to the Lisbon Police Department.
  - The licensed premises shall have video surveillance capable of covering the exterior and interior of the facility. The video surveillance system shall be operated with continuous recording twenty-four hours per day, seven days per week and video shall be retained for a minimum duration of thirty (30) days. Such records shall be made available to law enforcement agencies when investigating a criminal complaint.
  - The licensed premises shall have exterior spot lights with motion sensors covering the full perimeter of the building(s).
- *Ventilation (check if complied with):*
  - The licensed premises shall comply with all odor and air pollution standards established by ordinance.
  - All medical marijuana establishments that cultivate, manufacture or extract marijuana shall have an odor mitigation system installed that has been approved by a Maine Licensed Engineer, indicating that the system will provide odor control sufficient to ensure that no odors are perceptible off the premises.

The code officer shall inspect the location or the proposed location to determine whether the applicable ordinances relating to land use issues and building and safety codes issues have been satisfied and shall report findings in writing to the town clerk.

Report all findings here \_\_\_\_\_

✕ Dated: <u>12/27/21</u>	Medical Marijuana Retail Store	Approved: <u>YES</u> NO
Dated: _____	Medical Marijuana Dispensary	Approved: YES NO
Dated: _____	Medical Marijuana Testing Facility	Approved: YES NO
Dated: _____	Medical Marijuana Manufacturing Facility	Approved: YES NO

Approved for categories above: \_\_\_\_\_

Mark Stambach  
Mark Stambach Code Enforcement Officer



# LISBON ADULT USE MARIJUANA ESTABLISHMENTS APPLICATION

☒ Initial Adult Use Application ☐ Renewal Adult Use Application

## Non-refundable Fees

<input type="checkbox"/> Adult Use Marijuana Retail Store:	\$ 5,000,00
<input type="checkbox"/> Adult Use Marijuana Cultivation Facility:	\$ 5,000,00
<input checked="" type="checkbox"/> Adult Use Products Manufacturing Facility:	\$ 5,000,00
<input type="checkbox"/> Adult Use Marijuana Testing Facility:	\$10,000,00

Name of Business: Cannabis Angels Business Phone: 207-353-4279  
 Location of Business: 5 Canal St #2 Lisbon Falls, ME 04252  
 Business Email Address: 207edibles@gmail.com  
 Business Mailing Address: Same as above  
 Owner's Name: Lorelei Hilliker  
 Home Phone: \_\_\_\_\_ Cell Phone: 207-  
 Owner's Home Address: 2 Mockingbird Lane, Lisbon, ME 04250

List Owners/Members/Partners/Officers/Directors/Stockholders/Managers/Supervisory Personnel/or other participants:

Name: Lorelei Hilliker Phone Number: \_\_\_\_\_  
 Street Addr: 2 Mockingbird Ln Birth Date: \_\_\_\_\_  
 Town/State/Zip: Lisbon, ME 04250

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Street Addr: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
 Town/State/Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Street Addr: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
 Town/State/Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Street Addr: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
 Town/State/Zip: \_\_\_\_\_

Attach a list on a separate piece of paper of names or additional names that apply.



**POLICE CHIEF INSPECTION**

The police chief or his/her agent shall investigate the application, including the criminal history record information authorized under subsection 10-605 (5) and shall report findings in writing to the town clerk. The following application has been investigated, including criminal history and the following:

## 10-605 APPLICATION (investigated) \*\*\*

☒ YES ☐ NO (5) A release for each applicant and for each officer, owner, member, manager or partner of the applicant seeking a license allowing the Town of Lisbon to obtain criminal records and other background information related to the individual(s) were obtained and reports were reviewed.

## 10-610 STANDARDS FOR APPROVAL, DENIAL, REVOCATION

YES ☒ NO (4) Has applicant(s)/business had a license for a marijuana establishment revoked by a municipality or by the state.

YES ☒ NO (6) Has applicant(s) been convicted of a disqualifying drug offense.

YES ☒ NO (7) Has applicant(s) provided false or misleading information in connection with the license application.

## 10-611 OPERATING REQUIREMENTS \*\*\*

☒ YES ☐ NO (4) Loitering. The facility owner/operator shall make adequate provisions to prevent patrons or other persons from loitering on the premises. It shall be the licensee's obligation to ensure that anyone found to be loitering or using marijuana or marijuana products in the parking lot or other outdoor areas of a licensed premises is ordered to leave. Has applicant(s)/business complied with this requirement.

Report all findings here \_\_\_\_\_

**Check all that apply:**

___ Dated: _____	Adult Use Marijuana Retail Store	Approved: YES NO
___ Dated: _____	Adult Use Marijuana Cultivation Facility	Approved: YES NO
✓ ✓ Dated: <u>11/04/2022</u>	Adult Use Products Manufacturing Facility	Approved: <input checked="" type="radio"/> YES <input type="radio"/> NO
___ Dated: _____	Adult Use Marijuana Testing Facility	Approved: YES NO

Approved for categories above: \_\_\_\_\_

Ryan McGee  
Ryan McGee, Police Chief



Business Name: Cannabis Angels Page 4

### FIRE CHIEF INSPECTION

The Fire Chief or his/her agent shall inspect the location or proposed location to determine if all town ordinances and any other applicable regulations concerning fire and safety have been satisfied. See report of findings in writing to the town clerk below.

☐ YES ☐ NO ☒ N/A State Fire Marshall inspection has been completed

☐ YES ☐ NO ☒ N/A Hazardous Chemicals will be used for processing

☐ YES ☐ NO ☒ N/A Sprinklers required and in compliance

Report all findings here:

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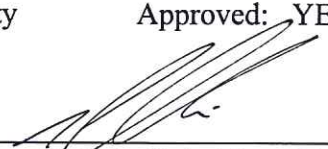
Dated: \_\_\_\_\_ Adult Use Marijuana Retail Store Approved: YES NO

Dated: \_\_\_\_\_ Adult Use Marijuana Cultivation Facility Approved: YES NO

✓ Dated: 1/5/2022 Adult Use Products Manufacturing Facility Approved: YES NO

Dated: \_\_\_\_\_ Adult Use Marijuana Testing Facility Approved: YES NO

Approved for categories above: \_\_\_\_\_

  
Nate LeClair, Fire Chief

Business Name: Cannab's Angels Page 6

**HEALTH OFFICER**

The health officer shall inspect the location or proposed location to determine whether all applicable ordinances relating to health and safety have been satisfied and shall report findings in writing to the town clerk.

YES NO Is establishment engaging in the "preparation" of food items whether sealed or not.


Report all findings here:

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✓ Dated: 1/5/2022 Approved: YES NO

Approved by:   
Nate LeClair, Health Officer



### BUILDING/CODE ENFORCEMENT INSPECTIONS

The building inspector verifies that the premises at which the establishment will be located complies with all ordinances and applicable codes for the following:

Town Ordinances (including food)  
The Building Code

Electrical Code  
Plumbing Code

o *Security (check if complied with):*

- ☒ The licensed premises shall have lockable doors and windows and shall be served by an alarm system that includes automatic notification to the Lisbon Police Department.
- ☒ The licensed premises shall have video surveillance capable of covering the exterior and interior of the facility. The video surveillance system shall be operated with continuous recording twenty-four hours per day, seven days per week and video shall be retained for a minimum duration of thirty (30) days. Such records shall be made available to law enforcement agencies when investigating a criminal complaint.
- ☒ The licensed premises shall have exterior spotlights with motion sensors covering the full perimeter of the building(s).

o *Ventilation (check if complied with):*

- ☒ The licensed premises shall comply with all odor and air pollution standards established by ordinance.
- ☒ All adult use marijuana establishments that cultivate, manufacture or extract marijuana shall have an odor mitigation system installed that has been approved by a Maine Licensed Engineer, indicating that the system will provide odor control sufficient to ensure that no odors are perceptible off the premises.

The code officer inspected the location or the proposed location to determine whether the applicable ordinances relating to land use issues and building and safety codes issues have been satisfied. See report of findings in writing to the town clerk below.

☒ YES ☐ NO Is establishment engaging in the "preparation" of food items whether sealed or not.

Report all findings here: APPLICANT IS IN PROCESS OF OBTAINING  
CONDITIONAL USE PERMIT THROUGH PLANNING BOARD

#### Check all that apply:

☐ Dated: \_\_\_\_\_ Adult Use Marijuana Retail Store

Approved: YES NO

☐ Dated: \_\_\_\_\_ Adult Use Marijuana Cultivation Facility

Approved: YES NO

☒ Dated: 1/29/22 Adult Use Products Manufacturing Facility

Approved: ☒ YES NO

☐ Dated: \_\_\_\_\_ Adult Use Marijuana Testing Facility

Approved: YES NO

Approved for categories above: \_\_\_\_\_

Mark Stambach CEO

To: Lisbon Town Council  
From: Lisbon Development Committee

Dear Councilors,

We are pleased to have the opportunity to bring you the most recently updated work for Worumbo at your February 1<sup>st</sup> Council meeting.

As part of our ongoing process to define the Worumbo opportunities, we'll publicly present to you the list of options we have put together with the help of the work group made up of the LDC and members of other committees and groups, including Planning Board, Positive Change Lisbon, and Save the View at your next Council meeting.

Once Council approves moving forward, all four options will then be analyzed and further prepared equally for Financial Benefit-Cost Analysis, Parking Analysis, and Visual Renderings. That information will be compiled and prepared by our consultants so that we can provide it for public review prior to the next step: the Community Survey. The Final step will be the Presentation of the Survey Results to the Council along with a review of the option details. At that time, the Council will decide the future of the Worumbo site.

Sincerely,

Lisbon Development Committee

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### ***The Timeline***

**Step 1:** Draft Scenario Work Group—*completed 01/12/2022*

**Step 2:** Council to Review and Approve continued work on presented options—02/01/2022

**Step 3:** Economic impacts and tax implications, parking analysis and Visual Renderings for each option—month of February.

**Step 4:** Community Survey / Direct Mailer to all Lisbon Residents—early March

**Step 5:** Present to Council: survey results with all findings and studies—early April

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## **Worumbo Options**

Dear Council Members,

On behalf of the Lisbon Development Committee, I am pleased to offer the included information for your review. We developed this in a work group including invited guests and input from the Lisbon Planning Board, Positive Change Lisbon, and Save the View. We, as a collective work group, have put together four options that all include a recreation area/public park that would not only add beauty to the area, but attract residents and visitors and offer opportunities for outdoor events and concerts in that space. In turn, that can attract people to the businesses in Lisbon. This would also be a draw for potential investors or developers for other parts of Lisbon.

Enclosed please find preliminary information regarding the Worumbo site options. We continue to accept input about Worumbo to both the LDC and the Council on an ongoing basis and will update this information as needed prior to your next meeting. I urge individual councilors to reach out if there are questions or you need clarification at any point along the way.

*Each option is featured on the following pages.*

- 1: **Riverside Park**
- 2: **Residential Housing with Public Riverside Park**
- 3: **Residential Housing with Restaurant(s) and Riverside Park**
- 4: **Boutique Business Opportunities and Riverside Park**

Each Option will include greenspace and parking acreage, the “synergy” of the option (does it fit with the character and needs of the Town of Lisbon?), economic and tax impacts, the probability of Developer interest in such a project, and notes about the option.

Every option will require upgrades to the adjacent public infrastructure, as well. TIF revenues could help those much-needed improvements both at Worumbo and in the surrounding village area and could help provide matching funds for additional grant money for the area. The tax money that goes into the Downtown TIF would benefit by helping with the upgrades to the surrounding infrastructure. Upgrades would include improving the crosswalk at Route 196 and Main Street, adding a possible rail trail, additional lighting and streetscapes, as well as benches, public art, and other pedestrian amenities.

At the first February council meeting we will formally present the information about all four options so that we can continue the process of determining the future of the Worumbo site. The information provided today is to prepare for that meeting. We hope it is helpful.

Regards,

Lisa Ward  
Chair, LDC

### Option #1

#### **Riverside Park**

*This option produces aesthetic possibilities for the town as a park, gathering place and possibilities for Farmer's Market and small events. It is not intended to be an essential direct revenue-producing development for our town.*

- Park/greenspace: +/- 3.75 acres
  - Parking: Same as current, +/- .75 acres
  - Direct Tax Revenues: None
  - Income to the community from employment: None
  - Linkage to employment needs: None
  - Developer Investment Probability: 0/10
- Please note: For this option, the Town of Lisbon retains Ownership.*
- Synergy\*: Some for existing parking and potential Events
  - Notes: *Parking Lot improvements, lighting, additional electrical, additional access/egress, and landscaping to create park.*

\* Synergy: *Does it fit with the character and needs of the Town of Lisbon?*

## Option #2

### **Residential Housing with Public Riverside Park**

*This option offers apartment-style housing units, a public park, and the option of office space in the housing units.*

- Park/greenspace: +/- 3 acres
- Parking & Development: +/- 1.5 acres
- Direct Tax Revenue estimate: \$66,300 - \$108,540 per year
- Income to the community from employment: Marginal
- Linkage to employment needs: Very high
- Developer Investment Probability: 9.5/10
- Synergy: Add to residential base, greater round the clock activity
- Notes: *To include 20-24 housing units, **OR** 16-20 housing units with an additional 4 Office Spaces similar to the units. Each housing unit is 1,000-1,500 sq ft, 1 bedroom with second room for home-office/den/guests. Single bedroom units don't contribute as many children to a school district and emphasize synergy with the surrounding village for seniors aging in place as well as young professionals.*

*\* Synergy: Does it fit with the character and needs of the Town of Lisbon*



### Option #3

#### **Residential Housing with Restaurant(s) and Public Riverside Park**

*This option offers apartment-style housing units, a public park, with some office space in the housing units and a possible stand-alone restaurant.*

- Park/greenspace: +/- 3 acres
  - Parking & Development: +/- 1.5 acres
  - Direct Tax Revenues: \$66,300 - \$90,450 per year
  - Income to the community from employment: 20 to 25 full-time jobs equivalent to a total of \$500,000/year
  - Linkage to employment needs: Very high
  - Developer Investment Probability: 6/10
- Please note, Restaurant must be subsidized by residential tax structure.*
- Synergy: Add to residential base, greater round the clock activity
  - Notes: *To include 20 -24 housing units with a maximum of 4 offices, and a restaurant (4,000 sq ft) with indoor-outdoor eating and small events. Each housing unit is 1,000-1,500 sq ft, 1 bedroom with second room for home-office/den/guests. Single bedroom units don't contribute as many children to a school district and emphasize synergy with the surrounding village for seniors aging in place as well as young professionals.*

*\* Synergy: Does it fit with the character and needs of the Town of Lisbon?*

#### Option #4

#### **Boutique Business Opportunities and Riverside Park**

*This option offers a public park, with some with a variety of small boutique-type business units and a possible stand-alone restaurant.*

- Park/greenspace: +/- 3.25 acres
- Parking & Development: +/- 1.25 acres
- Direct Tax Revenues: \$28,700 per year
- Income to the community from employment: 30 to 35 jobs equivalent to a total of \$750,000/yr
- Linkage to employment needs: Small
- Developer Investment Probability: 7/10 (8/10 if restaurant is excluded)  
*Please note, Restaurant must be subsidized by residential tax structure.*
- Synergy: Could become a single-destination cluster
- Notes: *To include 10 small, modern alternative commercial units decoratively designed, with or without a restaurant (4,000 sq ft) with indoor-outdoor eating and small events.*

*\* Synergy: Does it fit with the character and needs of the Town of Lisbon?*



PAUL R. LePAGE  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF ECONOMIC  
AND COMMUNITY DEVELOPMENT



GEORGE C. Gervais  
COMMISSIONER

March 31, 2017

Diane Barnes  
Town Manager  
TOWN OF LISBON  
300 Lisbon Street  
Lisbon, ME 04250

RE: Downtown Omnibus Municipal *Tax Increment Financing* (TIF) District and *Development Program* (Program)

**A P P R O V E D**

Dear Diane,

The Maine Department of Economic and Community Development (DECD) received/reviewed balance of requirements for above referenced Municipal TIF District Program. Referencing previous conditional approval of MAR-31-2015, we certify the Program to be in FULL statutory compliance. Based on complete application, DECD notes/approves:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>a. District taxable Original Assessed Value of \$36,297,230 as of March 31, 2014 (April 1, 2013)—acreage 149.02;</li> <li>b. District revenues deposited/held in <u>DEDICATED</u> accounts and applied <u>ONLY</u> toward approved activities/projects,               <ul style="list-style-type: none"> <li>i) Project Cost accounts to reimburse companies/developers for costs authorized by 30-A M.R.S.A. § 5225(1)(A) and DECD rules as amended from time to time <u>AND/OR</u> fund public activities/projects,</li> <li>ii) Town may <u>NOT</u> establish Sinking Fund <u>NOR</u> incur public indebtedness without formal amendment;</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>c. Company/Developer payments within sole Council discretion are limited to incremental taxes from <u>NEW</u> actual value and may include up to 100% reimbursement during District term;</li> <li>d. <u>UPON EXECUTION, TOWN MUST FORWARD COPY</u> of any associated credit enhancement agreement and its amendment(s) or assignment(s) to DECD—enclosing completed matching <u>Application Cover Sheet</u> with detailed private project description and (if Company and not Developer) <u>Employment Goals Form</u>.</li> </ul> |
|--|---|

Per MAR-31-2015 original designation approval, DECD restates:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>e. District term of 30 years starting MAR-31-2015 and ending MAR-30-2044 during Town FY2043-44;</li> <li>f. Real property Increased Assessed Value (IAV) capture of up to 100%; with portage of revenue from other Lisbon Municipal TIF districts as long as IAV capture remains 100% per § 5225(1)(B)(3)(b) and such portage is an approved project cost for other districts;</li> </ul> | <ul style="list-style-type: none"> <li>g. Any non-captured incremental property values resulting in General Fund revenue/deposits <u>MUST</u> be included/reported with Town equalized assessed value;</li> <li>h. Any future amendment <u>MUST</u> comply with 30-A M.R.S.A. §§ 5221-5235 and DECD rules;</li> <li>i. When District expires or is terminated Lisbon <u>MUST NOTIFY DECD IN WRITING</u>.</li> </ul> |
|--|---|

As further described in Program, Town revenue allocation projected at \$420,030 may facilitate funding for an estimated \$9.1 million in public costs. This funding MUST comply with previously established





PAUL R. LEPAGE  
GOVERNOR



GEORGE C. GERVAIS  
COMMISSIONER

municipal appropriation process—with activities/projects due completion BEFORE/BY MAR-30-2044.  
Approved public activities/projects costs are as follows:

#### WITHIN DISTRICT

- j. Reimbursement agreements with and associated payments to companies/developers per bullet c.;
- k. Sidewalks/Crosswalks and other signalization/safety upgrades including wayfinding/informational signage and curbing \$2 million; x
- l. Pedestrian amenities including landscaping, benches, trash receptacles, street signs and sidewalks \$2 million; x Ø
- m. The acquisition or construction of land, improvements, public ways, buildings, structures, fixtures and equipment for public, new or existing recreational trail and commercial district use in Lisbon Falls Village, with associated demolition and site preparation/finishing work and associated fees/expenses, strictly limited to
  - i) Former Worumbo Mill and Knight-Celotex mill sites in Lisbon Falls Village \$800,000, and Ø x
  - ii) Eastern Downtown Gateway (RTE 196 near Topsham line) \$200,000, Ø x and
  - iii) the former Graziano's Restaurant site in Lisbon Village \$250,000; Ø x
- n. Real property assembly costs including trail easements \$400,000;
- o. Professional service costs including licensing/engineering and planning \$200,000;
- p. Administrative costs including prorated salaries of municipal staff \$200,000;
- q. Organizational costs \$200,000;

- r. Future Arts District capital costs including performing arts venue, land/building and public ways acquisition/construction \$100,000;

#### OUTSIDE DISTRICT Ø

- s. Public safety improvements made necessary by the establishment of this District and funding to mitigate any adverse impact of the District upon Lisbon or its constituents. This funding may be used for public facilities and improvements within the District as long as its IAV capture remains 100% \$200,000;

#### WITHIN MUNICIPALITY

- t. Grant matching related to 30-A M.R.S.A. §§ 5221-5235 economic development activities \$100,000;
- u. Downtown façade/design grant program per § 5225(1)(C)(3) for costs authorized by 30-A M.R.S.A. § 5225 and DECD rules as amended from time to time \$400,000;
- v. Materials/Programs marketing Downtown as a business or arts location and associated data collection efforts/studies \$200,000;
- w. Economic Development (ED) programs/events marketing Lisbon as a business or arts location including consultant fees and regional ED agency memberships \$90,000; ≈

#### WITHIN MUNICIPALITY/DISTRICT

- x. Recreational trails \$1.5 million. Ø

### NOT APPROVED

The proposed Transit-Oriented Development (TOD) district capital costs for bicycle lane construction and other bicycle-related improvements estimated at \$300,000 will be approved upon receipt of the required TOD map identifying transit facilities plus areas/corridors respective of § 5222 (20)(22)(23).

DECD notes while Program may list multiple statutory citations with public project costs, in application not all citations apply to all activities/projects described within each cost description. Lisbon is obligated to verify proper authorization for each project cost to be undertaken.

DECD encourages Lisbon to review/consider Maine Department of Agriculture, Conservation and Forestry (MDOACF) and Maine Department of Transportation (MDOT) advisories **ahead of public projects/activities implementation** for this District and prior to any future update of existing 2014 Lisbon Downtown Revitalization Plan.

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## **MEMORANDUM FROM THE PUBLIC WORKS DIRECTOR**

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**TO: RYAN MCGEE, INTERIM TOWN MANAGER**

**FROM: RANDY CYR**

**SUBJECT: SALT SHED**

**DATE: 1/03/2022**

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I am requesting the permission to send out an RFP for a new salt shed. I will be requesting design and specs from companies and then send the design and specs that work best for the town and the space available. Note there was \$450,000.00 set aside for this project and our hopes are that materials have gone down enough that we could get a good price.

Thank You

Randy Cyr

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## MEMORANDUM FROM THE PUBLIC WORKS DIRECTOR

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**TO:** RYAN MCGEE, INTERIM TOWN MANAGER  
**FROM:** RANDY CYR, PUBLIC WORKS DIRECTOR  
**SUBJECT:** SIDEWALK SNOW & ICE REMOVAL / FOUR SEASONS LANDSCAPING  
**DATE:** JANUARY 21, 2022

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Town of Lisbon, Public Works Department would like to sign a contract with Four Seasons Landscaping whom is our current contractor taking care of our sidewalks.

The contract made on January 21<sup>st</sup>, 2022, was updated to reflect additional sidewalks the town has adopted in Kelly Park. This includes Champagne Lane, Wine Time Circle and Premier Drive.

By adding additional sidewalks, the total footage of sidewalk went from 54,427 feet to 57,727 feet.

In consideration of the Services provided, the Town shall pay the Contractor \$50,000 each year, to be billed by Contractor in 6 monthly invoices of \$8,333.33 each, issued from November to April each year.

I recommend that we accept a contract with Four Seasons Landscaping for sidewalk snow & ice removal as they are currently contracted with the town for snow removal and do a great job. All work performed will meet our specification needs.



## **AGREEMENT**

This AGREEMENT made this 21st day of January, 2022 (the "Effective Date"), is by and between THE TOWN OF LISBON, 300 Lisbon St., Lisbon, Maine 04250 (the "Town") and FOUR SEASONS LANDSCAPING, with an address of 56 Springer Farm Rd., Sabattus, Maine 04280 (the "Contractor").

**Scope of Services:** Subject to the terms of this Agreement, Contractor shall provide, on an "as needed" basis, sidewalk snow and ice removal services for the Town as described in this Agreement and in Exhibit A (the "Services"). Contractor shall furnish all equipment and personnel, including fuel and operators, necessary to perform the Services, which includes without limitation snow and ice removal and salting/sanding the Town sidewalks by plowing or snow blowing, as required and under the supervision of the Town Director of Public Works or his/her authorized representative (the "Director"). In performing the Services, the Contractor shall abide by all applicable local, state, and federal laws and regulations. The Contractor shall obtain, at its sole expense, and at all times maintain in good standing, all licenses and permits necessary for the Contractor and its employees, subcontractors, and agents to perform the Services,

**Term:** This Agreement commences on the Effective Date and, unless earlier terminated as provided in this Agreement, expires October 15, 2023.

**Payment:** In consideration of the Services provided, the Town shall pay the Contractor \$50,000 each year, to be billed by Contractor in 6 monthly invoices of \$8,333.33 each, issued from November to April each year. The Town shall pay all undisputed amounts in each invoice within 30 days of receipt. Notwithstanding anything to the contrary, the Town's obligation to pay for the Services shall be subject to and dependent upon annual appropriations being made for such purpose by the governing body of the Town.

**Performance Areas:** Contractor shall provide Services for those areas listed in Exhibit A.

**Performance Standards:** Contractor shall commence Services promptly upon the Director's request, but in all events not later than an hour after receipt of such request, which may be made by telephone to any employee or agent of Contractor at the following location and telephone number:

NAME: Four Seasons Landscaping  
ADDRESS: 56 Springer Farm Road  
Sabattus, ME 04280  
207-756-4274

[Contractor to provide a back-up number to insert here.]

(207)333-1541

Upon commencement of the Services requested in each instance, Contractor shall work continuously until all sidewalks listed in Exhibit A are cleared and salted/sanded. In the event the Contractor encounters an obstacle within the sidewalk right-of way that is not the fault of the Contractor and that prevents free movement of the Contractor's equipment as necessary to perform the Services as required by this Agreement, the Contractor may bypass that portion of the sidewalk but shall promptly notify the Director of the obstacle to afford the Director the opportunity to take timely corrective action. Promptly upon removal of such obstacle, the Contractor shall return to that location and complete the Services. Provided the Contractor has given the Director notification as noted in this paragraph, if the obstacle is not promptly, or cannot be, removed, the Contractor will be held harmless from performing Services on that portion of the sidewalk. The Contractor shall incur liquidated damages equivalent to 5 cents per linear foot for each linear foot per storm that the Contractor fails to promptly clear and salt/sand, except as excused due to obstacles as expressly provided in this paragraph. The Town may deduct such amounts from payments owed to the Contractor. This liquidated damages provision represents negotiated amounts on the basis of losses to the Town in the event of a violation of these performance standards, and shall not be deemed or construed as a penalty. In all events Contractor shall perform all Services in a safe, prompt, and workmanlike manner and to the satisfaction of the Director, who shall have the right of inspection at all times and whose approval and acceptance of Services shall be a condition precedent to payment by the Town under this Agreement.

**Indemnification:** The Contractor shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, liabilities, losses, and expenses (including attorneys' fees) arising out of or



resulting from performance of the Services, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor or any of its officers, agents, employees, representatives, subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder, and the Contractor shall, at its own expense and cost, defend and protect said indemnified parties against all of such claims and demands. For purposes of the foregoing indemnity, the Contractor waives any immunities to which it may be entitled under workers' compensation laws, and assumes potential liability for actions brought by its own employees. This obligation to indemnify shall survive the expiration or termination of this Agreement for any reason.

**insurance:** Contractor shall, upon request, certify to the Town that it has obtained, and Contractor shall maintain, Public Liability Insurance coverage and Motor Vehicle Liability Insurance in an amount of at least \$300,000.00 single limit for personal or bodily injury, death, and property damage protecting the Contractor and the Town from all claims which might arise out of the performance of this Agreement, and worker's compensation insurance in accordance with Maine law. Contractor shall maintain this coverage during the term of the Agreement. Contractor's Public Liability Insurance shall name the Town as an additional insured. All insurers must be required to provide the Town 30 days' written notice before the required insurance can be altered or canceled. Contractor agrees that Contractor, its insurer(s), employees, subcontractors, and anyone claiming by, through, or under Contractor or for Contractor's benefit shall not have a claim, right of action or right of subrogation against the Town based on any liability or loss under Contractor's insurance or such other person's insurance.

**Subcontractor Status:** The Contractor and all its employees and agents in performance of the duties under the terms and conditions of this Agreement shall act (and be considered for all purposes) as a contractor independent of the Town, and not as an employee or agent of the Town. Under no circumstances shall the Contractor or any of its agents, servants, or employees be entitled to any Town employment rights or benefits.

**Tort Claims Act:** Nothing herein shall be deemed a waiver of any immunities enjoyed by the Town, or to expand upon the limits of liability set by the Legislature, pursuant to the Maine Tort Claims Act, 14 M.R.S.A. Section 8301 et seq.

**Termination:** The Town may terminate this Agreement at any time without penalty upon 30 days written notice to the Contractor, and at any time immediately upon written notice to the Contractor in the event the Contractor breaches this Agreement, and the Town shall owe no further payments to the Contractor except for Services properly performed prior to termination. If terminated for cause, the Contractor shall not be relieved of liability to the Town for any damages sustained by the Town and the Town may withhold payment for the purposes of a partial set-off against such damages until such time as the exact amount of damages due the Town is determined. All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any single remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

**Assignment; Subcontracting:** This Agreement may not be assigned or subcontracted by Contractor without the prior written consent of the Town. If the Town grant consent to subcontract, the Contractor shall ensure (and hereby represents), that any such subcontractor shall strictly comply with the terms of this Agreement with respect to any Services performed for the Town on behalf of the Contractor.

**Notices:** Any legal notice required by this Agreement shall be delivered in person or by certified first class mail, return receipt requested, to the address of a party first stated above. Notices shall be effective upon receipt or refusal.

**Miscellaneous:** This Agreement contains the entire agreement of the parties relating to its subject matter, and may not be amended except in a writing executed by the parties. A party's failure at any time to enforce any of the provisions of this Agreement will not be construed to be a waiver of such provision or rights, or to affect the validity of this Agreement. The exercise by a party of any right under the terms or covenants herein will not preclude or prejudice the continued existence of the same or other rights under this Agreement. No term or

provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. This Agreement shall be binding upon the parties, their permitted successors and permitted assigns.

Facsimile, electronic, and digital copies of this document, including properly executed PDF versions of this document, are regarded as original instruments by the parties, and electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**Town of Lisbon**

**Four Seasons Landscaping**

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# EXHIBIT A

## TOWN OF LISBON SIDEWALKS

### LISBON

### Total Length - Feet

St. Anne St. - Webster Rd. to Parking lot	20
Route 196 - Farwell St. to Crest Ave	300
Fillion Street	140
Gartley St - Village to Senior Village	355
Memorial St - both sides	200
Mill St - Route 196 to the Community School	1700
Rt. 196/North side Village St. to Bootleggers	900
Rt. 196/South Side Gartley St. to Kelly Park	3800
Spring Street	1100
Upland Rd- Webster Rd to Barker Brook	1900
Webster Road- Both Sides Rt.196 to Upland Rd	625
Village Street - Both sides Rt 196 to Pinewoods Road	3550
Ferry Road	1500
Winter Park - Beech St/Hemlock St/Poplar Circle	4424
Wine Time Circle (Kelly park)	850
Champagne Lane (Kelly park)	950
Premiere Drive (Kelly park)	1500
<b>TOTAL</b>	<b>23,814</b>

### LISBON CENTER

Rt. 196 -White Pines Apartments to Lisbon Credit Union	3180
<b>TOTAL</b>	<b>3180</b>

### LISBON FALLS

Canal St	1100
Rt. 196/South side Blethen to Capital	2290
Rt. 196/North side Blethen to Midtown Shopping Center	2285
Rt.9/East side Rt I 96 to Frost Hill	125
Rt. 196/South side Davis to Main	535
Rt. 196/North side Blethen to Oak	3230
School/Both sides to RT. 196	2000
Plummer/West side Rt. I 96 to Bauer St	900
Pleasant St/East side Rt. I 96 to Royal	1030
Vining/West side School to South	1030
Berry/E/W side School to South	950
Berry/West side to South	300
Middle/West side School	420
Union/Both sides Main to Rt. 196	800
Maple/South side Main to A very	1030
High/North side Main to Enterprise	1580
Free/East side Maple to Hewey	2680
Main/East side Huston to Rt. I 96	4795
Main West side Willard to Rt. 196	2120
Sparsam St	400
Rt. 196 North side Oak to Birch	1133

**TOTAL 30733**  
**GRAND TOTAL 57,727**

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## MEMORANDUM FROM THE PUBLIC WORKS DIRECTOR

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**DATE:** JANUARY 26, 2022  
**TO:** RYAN MCGEE, INTERIM TOWN MANAGER  
**FROM:** RANDY CYR, PUBLIC WORKS DIRECTOR  
**SUBJECT:** 2021-010 / GENERATOR: PUBLIC WORKS & FIRE DEPARTMENT

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Bid 2021-010 is for ONE (1) new Generator, Transfer Switch and Installation at three (3) locations which are at Public Works Garage, Village Street Fire Station and Main Street Fire Station. We requested bids to be broke down by location.

Bids were solicited from thirteen (13) different companies, and publicly opened Randy Cyr, Public Works Director; Ray Soucy, PW Admin; Matthew Tassinari, Electrical Systems of Maine & Don Rossignol, Enterprise Electric were also present at the bid opening.

As you review each bid, please refer to individual attachments per each company and department for complete specifications. The following bids were received and reviewed. Following each bid is a recommendation:

### PUBLIC WORKS - GARAGE:

Public Works - Garage	Enterprise Electric	Generator	\$36,328.39
		Transfer Switch	\$4,041.68
		Installation	\$25,540.44
			<b>\$65,910.48</b>

Public Works - Garage	Electrical Systems of ME	Generator	\$32,300.00
		Transfer Switch	\$3,300.00
		Installation	\$20,400.00
			<b>\$56,000.00</b>

Be advised that the budget expense for Public Works to purchase a Generator, Transfer Switch and Installation is \$40,000.

**FIRE DEPARTMENT – VILLAGE STREET:**

Fire Department – Village St	Enterprise Electric	Generator	\$30,312.59
		Transfer Switch	\$6,208.53
		Installation	\$26,318.30
			<b>\$62,839.42</b>

Fire Department – Village St	Electrical Systems of ME	Generator	\$27,585.00
		Transfer Switch	\$4,800.00
		Installation	\$21,615.00
			<b>\$54,000.00</b>

Budget expense for Fire Department to purchase a Generator, Transfer Switch and Installation at Village Street Station is \$15,000.

**FIRE DEPARTMENT – MAIN STREET:**

Fire Department – Main St	Enterprise Electric	Generator	\$30,312.59
		Transfer Switch	\$6,208.53
		Installation	\$33,502.61
			<b>\$70,023.73</b>

Fire Department – Main St	Electrical Systems of ME	Generator	\$27,585.00
		Transfer Switch	\$4,800.00
		Installation	\$25,615.00
			<b>\$58,000.00</b>

Budget expense for Fire Department to purchase a Generator, Transfer Switch and Installation at Village Street Station is \$15,000 and an additional \$14,000 for electrical upgrade for a total of \$29,000 budget expense.

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During the FY 22 budget process, Council authorized the following allocations and amounts to fund three new generators:

Public Works Generator- \$40,000 Unassigned Fund Balance-	Bid amount-\$56,000
ET Smith Generator- \$15,000 Unassigned Fund Balance-	Bid amount-\$54,000
LFD Generator- \$15,000 Unassigned Fund Balance-	\$58,000
LFD Electrical-14,000 Kelly Park TIF Funds	

We recommend the following to fully fund all three generator projects: To re-allocate the ET Smith \$15,000 UFB to the Public Works generator project and \$1,000 from LFD UFB to fully fund the Public Works generator and allocate \$54,000 from the Kelly Park TIF funds to fund the ET Smith Generator and \$30,000 from the Kelly Park TIF fund for the LFD Generator to fully



fund both projects and to re-allocate \$24,747.91 from the Downtown TIF fund to partially fund the Street Light Cameras.

\*\*\*

I recommend to award the bid for three generators to Electrical Systems of Maine in the amount of \$168,000 and all funds to be allocated to each location as follows:

<b>Public Works Generator</b>	<b>\$56,000-UFB</b>
<b>ET Smith Generator</b>	<b>\$54,000-Kelly Park TIF</b>
<b>LFD Generator</b>	<b>\$14,000-UFB &amp; \$44,000-Kelly Park TIF</b>

This recommendation for Generator Installations at Public Works Garage, Village Street Fire Station and Main Street Fire Station is being presented to the Town Council for consideration.

**TOWN OF LISBON, MAINE**



**REQUEST FOR PROPOSAL AND CONTRACT DOCUMENTS  
FOR  
TOWN OF LISBON  
GENERATOR FOR THREE TOWN BUILDINGS  
BID NO. 2021-010**

**PREPARED BY  
TOWN OF LISBON  
TOWN MANAGER'S OFFICE  
300 LISBON STREET  
LISBON, ME 04210**

**TOWN OF LISBON**  
**GENERATOR FOR THREE TOWN BUILDINGS**  
**BID NO. 2021-010**

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**TOWN OF LISBON**  
**GENERATOR FOR THREE TOWN BUILDINGS**  
**BID NO. 2021-010**

**REQUEST FOR PROPOSAL**  
**BID #2021-010**

December 15, 2021

**GENERATOR FOR THREE TOWN BUILDINGS**

1. Main Street Fire Station, 30 Main St, Lisbon Falls, ME 04252
2. Village Street Fire Station, 41 Village St, Lisbon, ME 04250
3. Public Works Garage, 14 Capital Ave, Lisbon Falls, ME 04252

Sir/Madam:

Sealed bids will be received in the office of the Town Manager until **Monday, January 10, 2022 until 10:00 a.m.**, at which time they will be publicly opened and read aloud on the enclosed specifications for the **GENERATOR FOR THREE TOWN BUILDINGS**.

The Town Council reserves the right to accept or reject any and all proposals.

**Please use a sealed envelope clearly marked with the bid name and number** when submitting your bid. Only sealed bids will be accepted. Faxed bids will not be considered.

Respectfully,

Diane Barnes  
Town Manager

**TOWN OF LISBON**  
**GENERATOR FOR THREE TOWN BUILDINGS**  
**BID NO. 2021-010**

**NOTICE TO CONTRACTORS**

**Bid Date: January 10, 2022 @ 10:00 a.m.**

Sealed proposals for **GENERATOR FOR THREE TOWN BUILDINGS** shall be received by the office of the Town Manager until **10:00 AM on January 10, 2022**, and at that time will be publicly opened and read.

The scope of work for this proposal, includes:

- A. Furnish and install a 60kw generator, transfer switch and new 200-amp service with enclosure outside at Main Street Fire Station.
- B. Furnish and install a 60kw generator and transfer switch with enclosure outside at Village Street Fire Station.
- C. Furnish and install a 80kw generator and transfer switch with enclosure outside at the Public Works Garage.

All work is to be completed by: To be determined (TBD) pending delivery date.

Below is detailed Scope of Work per each location.

**SCOPE OF WORK - Main Street Fire Station, 30 Main St, Lisbon Falls, ME 04252**

- Furnish and install the following:
- New 60 kw diesel generator & transfer switch with enclosure and
- Generator pad
- Interconnection wiring between the generator & existing facility;
- Furnish & install annunciator;
- Installation to meet NEC, NFPA, and all other applicable standards;
- Venting as required;
- Startup & load bank testing;
- Provide and install new 200 amp 1p 120/240 service entrance, provide new 200 amp lever bypass meter trim and all required conduit and wire per code;
- Provide and install new 200 amp 1p 120/240 v main lug, bolt on style panel, 40 space. Panel to replace existing fuse panel;
- Remove existing 100 amp service and service disconnect;
- Provide guarantee/warranty information

### **SCOPE OF WORK - Village Street Fire Station, 41 Village St, Lisbon, ME 04250**

- Furnish and install the following:
- New 60 kw diesel generator & transfer switch with enclosure and
- Generator pad
- Interconnection wiring between the generator & existing facility;
- Furnish & install annunciator;
- Installation to meet NEC, NFPA, and all other applicable standards;
- Venting as required;
- Startup & load bank testing;
- Provide guarantee/warranty information

### **SCOPE OF WORK - Public Works Garage, 14 Capital Ave, Lisbon Falls, ME 04252**

- Furnish and install the following:
- New 80 kw diesel generator & transfer switch with enclosure and
- Generator pad
- Interconnection wiring between the generator & existing facility;
- Furnish & install annunciator;
- Installation to meet NEC, NFPA, and all other applicable standards;
- Venting as required;
- Startup & load bank testing;
- Provide guarantee/warranty information

### **TIME LINE**

Pre-Bid: Tuesday, December 21, 2021 for 3 Locations. Times for each location:

- 1:00pm at Fire Station, 41 Village St, Lisbon
- 2:00pm at Public Works, 14 Capital Ave, Lisbon Falls
- 3:00pm at Fire Station, 30 Main St, Lisbon Falls

Bids Due: Monday, January 10, 2022 10:00am Lisbon Town Office, 300 Lisbon Street

Bid Awarded: Tuesday January 18, 2022 7:00pm Town Council Meeting

Start date: After receipt of the Notice to Proceed

Completion date: (TBD) pending delivery date of generator/transfer switch.

The contractor will carry out all work necessary to complete this project. The contractor shall include all materials, equipment, tools, services and supervision necessary to furnish, deliver, unload, demolish, dispose, install and place into satisfactory operation the equipment as called for or hereinafter specified, including any incidental work not specified, but which can reasonably be inferred as part of this project.

All work shall be performed by a licensed State of Maine electrician and be fully code compliant. A pre-bid conference will be held on **Tuesday, December 21, 2021** that will be at all three locations the town is currently requesting generator bid for.



Time and locations as followed:

- 1:00pm at Fire Station, 41 Village St, Lisbon
- 2:00pm at Public Works, 14 Capital Ave, Lisbon Falls
- 3:00pm at Fire Station, 30 Main St, Lisbon Falls

All contractors who plan to submit a proposal may request access any of these locations before the bid due date during normal business hours.

Each bidder is required to state in his/her proposal, his/her name and place of residence and the names of all persons or parties interested as principals with him/her, and that the proposal is made without any connection with any other bidder making any proposal for the same work; and that no person acting for or employed by the Town of Lisbon is directly or indirectly interested in the proposal or in any contract which may be entered into to which the proposal relates, or in any portion of the profits therefrom, except as provided by the City Charter.

The proposal must be signed by the bidder with his/her full name and address and be enclosed in a sealed envelope. The sealed envelope shall be marked with the name and address of the bidder and entitled: **“Generator for Three Town Buildings Bid”**, and be addressed to: **Diane Barnes, Town Manager, Town of Lisbon, 300 Lisbon Street, Lisbon, ME 04250**. All mailed proposals should be sent registered mail to insure delivery.

No proposal will be considered unless accompanied by a bid security in the form of a bid bond or certified check in the amount of ten (10%) percent of the total bid price, made out in favor of the Town of Lisbon. Personal and business checks will not be accepted.

Any bidder may withdraw his/her proposal prior to the scheduled time for the opening of proposals upon presentation to the Town Manager of a request, in writing, to do so. Any bidder who withdraws his/her proposal within thirty (30) days after the actual opening thereof shall be considered to have abandoned his/her proposal. Any proposal received after the scheduled opening time will not be considered. The Town of Lisbon reserves the right to waive any formality and may consider as informal any proposal not prepared and submitted in accordance with these provisions. The Town of Lisbon reserves the right to accept any proposal or reject any or all proposals if it is deemed to be in the Town’s best interest to do so.

All bid prices are to be net, FOB Village and Main Street Fire Stations and Public Works Garage.

All materials and workmanship shall carry the manufacturer’s standard guarantee. The bidder shall warrant to the buyer that the proposal conforms to these specifications without deviations.

Proposals will be considered irregular and will be rejected for the following reasons:

- (a) If the Proposal is on a form other than that furnished by the Town or if the form is altered in any way.
- (b) If there are unauthorized additions, conditional or alternate bids or irregularities of any kind which may make the Proposal incomplete, indefinite or ambiguous as to its meaning.
- (c) If the Bidder adds any provisions reserving the right to accept or reject an award or to enter into a Contract pursuant to an award.
- (d) If the Proposal does not contain a unit price for each pay item listed unless otherwise specified.
- (e) If any of the bid prices are unbalanced, or do not reflect the actual cost required to perform the work, as outlined in the Plans and Specifications.

#### INSURANCE:

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the Town of Lisbon as additional insured. Certificate of such insurance shall be filed with the Town Manager.

#### WORKERS' COMPENSATION:

Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$400,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.

#### AUTOMOTIVE LIABILITY INSURANCE:

Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate.

#### GENERAL LIABILITY INSURANCE:

General Liability insurance with minimum limits of liability for bodily injury in the amount of \$500,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of \$500,000 for each occurrence, including completed operations shall be required.



**TOWN OF LISBON**  
**GENERATOR FOR THREE TOWN BUILDINGS**  
**BID NO. 2021-010**

**GENERATOR SPECIFICATION**  
**Main Street Fire Station**

**1. General**

**1.1. Description of System & Site**

- 1.1.1. Provide a 60 kW integrated, standby power system to supply electrical power at 120/240 Volts, 60 Hertz, 1 Phase. The system will utilize generators rated 100 kW. The generator shall consist of a liquid cooled diesel engine, a synchronous AC alternator, and system controls with all necessary accessories for a complete operating system, including but not limited to the items as specified hereinafter.
- 1.1.2. The site is an NEC ordinary location with no specific harsh environment requirements.
- 1.1.3. The genset shall be applied at the listed ambient and elevation. Bidders to submit the generators rated power output at 110 ambient (°F) and 500 elevation (Ft).
- 1.1.4. Bidders are to submit the genset's sound level in dBA at 23 ft based on the configuration specified.

**1.2. Requirements of Regulatory Agencies**

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



### **1.3. Manufacturer Qualifications**

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

### **1.4. Submittals**

- 1.4.1. Engine Generator specification sheet
- 1.4.2. Controls specification sheet(s)
- 1.4.3. Installation / Layout dimensional drawing
- 1.4.4. Wiring schematic
- 1.4.5. Sound data
- 1.4.6. Emission certification
- 1.4.7. Warranty statement
  - NFPA 110 required AHJ documentation: Proto type test report; Certification of torsional compatibility; NFPA compliance statement; and Certification of rated load testing
- 1.4.9. Alternator thermal damage and decrement curves

#### 1.4.10. Generator protective device time current curves

## 2. Engine

### 2.1. Engine Rating and Performance

- 2.1.1. The prime mover shall be a liquid cooled, diesel fueled, turbocharged after-cooled engine of 4-cycle design. It will have adequate horsepower to achieve rated kW output with at an operating speed of 1800 RPM.
- 2.1.2. The engine shall support a 100% load step.
- 2.1.3. The generator system shall support generator start-up and load transfer within 10 seconds.
- 2.1.4. The generator shall accept a load step of 60 kW with a maximum frequency dip of 15 Hz.

### 2.2. Engine Oil System

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

### 2.3. Engine Cooling System

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

heater(s) to aid in quick starting. The wattage shall be as recommended by the manufacturer.

2.3.3. Engine coolant and oil drain extensions, equipped with pipe plugs and shut-off valves, must be provided to the outside of the mounting base for cleaner and more convenient engine servicing.

2.3.4. A radiator fan guard must be installed for personnel safety that meets UL and OSHA safety requirements.

## **2.4. Engine Starting System**

2.4.1. Starting shall be by a solenoid shift, DC starting system.

2.4.2. The engine's cranking batteries shall be lead acid. The batteries shall be sized per the manufacturer's recommendations. The batteries shall be the largest available by the manufacturer for this generator size. The batteries supplied shall meet NFPA 110 cranking requirements of 90 seconds of total crank time. Battery specifications (type, amp-hour rating, cold cranking amps) to be provided in the submittal.

2.4.3. The genset shall have an engine driven, battery charging alternator with integrated voltage regulation.

2.4.4. The genset shall have an automatic dual rate, float equalize, 10 amp battery charger. The charger must be protected against a reverse polarity connection. The chargers charging current shall be monitored within the generator controller to support remote monitoring and diagnostics. The battery charger is to be factory installed on the generator set. Due to line voltage drop concerns, a battery charger mounted in the transfer switch will be unacceptable.

## **2.5. Engine Fuel System**

2.5.1. The engine fuel system shall be designed for operation on #2 diesel fuel and cold weather diesel blends.

2.5.2. The engine shall include a primary fuel filter, water separator, manual fuel priming pump, and engine flexible fuel lines must be installed at the point of manufacture. Element shall be replaceable paper type.



- 2.5.3. The engines suction line shall be fitted with a check valve to secure prime for the engines injection pump.

## **2.6. Engine Controls**

- 2.6.1. Engines that are equipped with an electronic engine control module (ECM), shall monitor and control engine functionality and seamlessly integrate with the genset controller through digital communications. ECM monitored parameters shall be integrated into the genset controllers NFPA 110 alarm and warning requirements. All ECM fault codes shall be displayed at the genset controller in standard language – fault code numbers are not acceptable.
- 2.6.2. For engines without ECM functionality or for any additional genset controller monitoring, sensors are to be conditioned to a 4-20ma signal level to enhance noise immunity and all sensor connections shall be sealed to prevent corrosion.
- 2.6.3. Engine speed shall be controlled with an integrated isochronous governor function with no change in alternator frequency from no load to full load. Steady state regulation is to be 0.25%.

## **2.7. Engine Exhaust & Intake**

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

element filters.

### **3. Alternator**

- 3.1. The alternator shall be the voltage and phase configuration as specified in section 1.1.1.
- 3.2. The alternator shall be a 4-pole, revolving field, stationary armature, synchronous machine. The excitation system shall utilize a brushless exciter with a three phase full wave rectifier assembly protected against abnormal transient conditions by a surge protector. Photo-sensitive components will not be permitted in the rotating exciter.
- 3.3. The alternator shall include a permanent magnet generator (PMG) for excitation support. The system shall supply a minimum short circuit support current of 300% of the rating for 10 seconds.
- 3.4. The alternator shall support 81 skVA with a maximum voltage dip of 35 %.
- 3.5. Three phase alternators shall be 12 lead, broad range capable of supporting voltage reconnection. Single phase alternators shall be four lead and dedicated voltage designs (600v) shall be six lead. All leads must be extended into a NEMA 1 connection box for easy termination. A fully rated, isolated neutral connection must be included by the generator set manufacturer.
- 3.6. The alternator shall use a single, sealed bearing design. The rotor shall be connected to the engine flywheel using flexible drive disks. The stator shall be direct connected to the engine to ensure permanent alignment.
- 3.7. The alternator shall meet temperature rise standards of UL2200 (120 degrees C). The insulation system material shall be class "H" capable of withstanding 150 degrees C temperature rise.  
The alternator shall be protected against overloads and short circuit conditions by advanced control panel protective functions. The control panel is to provide a time current algorithm that protects the alternator against short circuits. To ensure precision protection and repeatable trip characteristics, these functions must be implemented electronically in the generator control panel -- thermal magnetic breaker implementation are not acceptable.

### **4. Controls**

- 4.1. The generator control system shall be a fully integrated microprocessor based control system for standby emergency engine generators meeting all requirements of NFPA 110



level 1.

- 4.2. The generator control system shall be a fully integrated control system enabling remote diagnostics and easy building management integration of all generator functions. The generator controller shall provide integrated and digital control over all generator functions including: bi-fuel control, engine protection, alternator protection, speed governing, voltage regulation and all related generator operations. The generator controller must also provide seamless digital integration with the engine's electronic engine control module (ECM) if so equipped. Generator controller's that utilize separate voltage regulators and speed governors or do not provide seamless integration with the engine management system are considered less desirable.
- 4.3. Communications shall be supported with building automation via the Modbus protocol without network cards. Optional internet and intranet connectivity shall be available.
- 4.4. The control system shall provide an environmentally sealed design including encapsulated circuit boards and sealed automotive style plugs for all sensors and circuit board connections. The use of non-encapsulated boards, edge cards, and pc ribbon cable connections are considered unacceptable.
- 4.5. Circuit boards shall utilize surface mount technology to provide vibration durability. Circuit boards that utilize large capacitors or heat sinks must utilize encapsulation methods to securely support these components.
- 4.6. A predictive maintenance algorithm that alarms when maintenance is required. The controller shall have the capability to call out to the local servicing dealer when maintenance is required.
- 4.7. Diagnostic capabilities should include time-stamped event and alarm logs, ability to capture operational parameters during events, simultaneous monitoring of all input or output parameters, callout capabilities, support for multi-channel digital strip chart functionality and .2 msec data logging capabilities.
- 4.8. In addition to standard NFPA 110 alarms, the application loads should also be protected through instantaneous and steady state protective settings on system voltage, frequency, and power levels.
- 4.9. The control system shall provide pre-wired customer use I/O: 4 relay outputs (user definable functions), communications support via RS232 and RS485. Additional I/O must be an available option.
- 4.10. Customer I/O shall be software configurable providing full access to all alarm, event, data logging, and shutdown functionality. In addition, custom ladder logic functionality



inside the generator controller shall be supported to provide application support flexibility. The ladder logic function shall have access to all the controller inputs and customer assignable outputs.

- 4.11. The control panel will display all user pertinent unit parameters including: engine and alternator operating conditions; oil pressure and optional oil temperature; coolant temperature and level alarm; fuel level (where applicable); engine speed; DC battery voltage; run time hours; generator voltages, amps, frequency, kilowatts, and power factor; alarm status and current alarm(s) condition per NFPA 110 level 1.

## **5. Engine / Alternator Packaging**

- 5.1. The engine/alternator shall be isolated from the generator frame with rubber isolators. The packaging shall not require the addition of external spring isolators. A mainline, electronic LSI circuit breaker carrying the UL mark shall be factory installed. The breaker shall be rated at 200 amps. The line side connections are to be made at the factory. Output lugs shall be provided for load side connections.

### **5.3. Enclosure**

- 5.3.1. The genset shall be packaged with a **weather protective** enclosure.
- 5.3.2. The enclosure shall be made of steel with a minimum thickness of 16 gauge. The enclosure is to have hinged, removable doors to allow access to the engine, alternator and control panel. The hinges shall allow for door fit adjustment. Hinges and all exposed fasteners will be stainless steel or Sermagard coated. The use of pop-rivets weakens the paint system and not allowed on external painted surfaces. Each door will have lockable hardware with identical keys.
- 5.3.3. The enclosure shall be coated with electrostatic applied powder paint, baked and finished to manufacturer's specifications. The color will be manufacturer's standard. The enclosure shall utilize an upward discharging radiator hood. Due to concerns relative to radiator damage, circulating exhaust, and prevailing winds, equipment without a radiator discharge hood will not be acceptable.
- 5.3.5. The genset silencer shall be mounted on the discharge hood of the enclosure. Due to architectural concerns, silencers mounted on the top of the generator enclosure are not acceptable. Gensets with silencers mounted inside the main generator compartment are acceptable only if the silencer is thermally wrapped to minimize heat stress on the surrounding components.

#### **5.4. Sub-base fuel tank**

5.4.1. The packaging shall include a double wall, sub-base mounted, UL142 listed fuel tank. The tank shall be sized to provide 24 hours of run time at full load.

5.4.2. The tank shall include fuel suction and return connections, normal and emergency vents, secondary containment emergency vent and rupture basin sensor, mechanical fuel level indication and a stub-up area convenient for electrical conduit entry.

5.4.3. The fuel tank shall use an electric fuel sensor to provide an analog indication of fuel level. The controller shall have a warning indication on low fuel level and provide optional shutdown functionality for low, low fuel level.

5.4.4. The fuel tank must be supplied by the engine-generator set manufacturer and be installed before shipment.

#### **6. Loose Items**

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

##### **6.2. Spare Parts:**

6.2.1. Fuses: One spare set

6.2.2. Filters One spare set (air, fuel, oil)

6.3. Provide an NFPA 110/99 compliant alarm annunciator panel for remote indication. The panel shall have an ALARM switch that when moved to the OFF position silences the audible alarm. A TEST/RESET switch must be included to verify the lights are functional and reset any condition after it has cleared. The annunciator shall be controlled using RS485 communications from the generator controller. Annunciators requiring individual contacts and wires per indication point are not preferred.

#### **7. Additional project requirements**

##### **7.1. Factory testing**

7.1.1. Before shipment of the equipment, the engine-generator set shall be tested under

rated load for performance and proper functioning of control and interfacing circuits. Tests shall include:

7.1.1.1. Verify voltage & frequency stability.

7.1.1.2. Verify transient voltage & frequency dip response.

7.1.1.3. Load test the generator for 1 hour.

## **7.2. Manuals**

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

## **7.3. Installation**

7.3.1. Contractor shall install the complete electrical generating system including all external fuel connections in accordance with requirements of NEC, NFPA, and the manufacturer's recommendations. See attached installation guide.

## **7.4. Service**

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

## **7.5. Warranty**

7.5.1. The standby electric generating system components, complete genset and instrumentation panel shall be warranted by the manufacturer against defective materials and factory workmanship for a period of two (2) years. Such defective parts shall be repaired or replaced at the manufacturer's option, free of charge for parts, labor and travel.

7.5.2. The warranty period shall commence when the standby power system is first placed



into service. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided. Also, in the judgment of the specifying authority, the manufacturer supplying the warranty for the complete system must have the necessary financial strength and technical expertise with all components supplied to provide adequate warranty support.

## **7.6. Startup and Commissioning**

7.6.1. The supplier of the electric generating plant and associated items covered herein shall provide factory trained technicians to validate the completed installation and to perform an initial startup inspection to include:

7.6.1.1. Ensuring the engine starts (both hot and cold) within 10 seconds.

7.6.1.2. Verification of engine parameters within specification.

7.6.1.3. Verify no load frequency and voltage, adjusting if required.

7.6.1.4. Test all automatic shutdowns of the engine-generator.

7.6.1.5. Perform a load test for 1 hours using building load. In addition to the building load test, load the generator at 30% for 30 minutes, 50 % for 30 minutes, and 100% for 60 minutes utilizing a resistive load bank. Provide block load demonstration and record results. Provide testing data. Record Voltage, Amperage, Frequency, KW, KVA, PF, Engine Temp, Engine RPM, Oil Pressure.

## **7.7. Training**

7.7.1. Training is to be supplied by the start-up technician for the end-user during commissioning. The training should cover basic generator operation and common generator issues that can be managed by the end-user.

7.7.2. Training is to include manual operation of system.

## **TRANSFER SWITCH SPECIFICATION**

### **Main Street Fire Station**

#### **PART 1 GENERAL**

##### **1.01 Scope**

Furnish and install automatic transfer switch(es) with number of poles, amperage, voltage, and withstand current ratings as shown on the plans. Each automatic transfer shall consist of a mechanically held power transfer switch unit and a microprocessor controller, interconnected to provide complete automatic operation. All transfer switches and control panels shall be the product of the same manufacturer.

Scope is based on a Generac TX 601 200 amp service entrance rated transfer switch, 120/240v single phase.

##### **1.02 Acceptable Manufacturers**

Automatic transfer switches shall be Generac TX Series, including the TX301 and TX611. Any alternate shall be submitted to the consulting engineer in writing at least 10 days prior to bid. Each alternate bid must list any deviations from this specification.

##### **1.03 Codes and Standards**

The automatic transfer switches and accessories shall conform to the requirements of:

- A. UL 1008 - Standard for Automatic Transfer Switches
- B. NFPA 70 - National Electrical Code (2017 version and later for start circuit monitoring)
- C. NEC Articles 700, 701, 702, 708
- D. NFPA 99 – Health Care Facilities
- E. NFPA 110 – Emergency and Standby Power Systems
- F. IEEE Standard 446 – IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
- G. NEMA Standards ICS10, MG1, MG250, ICS6, AB1
- H. ANSI C62.41
- I. International Standards Organization: ISO 8528, 9001.
- J. Where seismic rating and/or certification is required: IBC 2018, OSHPD



## **PART 2 PRODUCTS**

### **2.01 Mechanically Held Transfer Switch**

- A. The transfer switch unit shall be an electrically operated single-mechanism and mechanically held. The switch shall be mechanically interlocked to ensure only one of two possible positions, normal or emergency.
- B. The switch shall be positively locked and unaffected by momentary outages so that contact pressure is maintained at a constant value and temperature rise at the contacts is minimized for maximum reliability and operating life.
- C. All main contacts shall be silver composition. Switches shall have segmented blow-on construction for high withstand current capability and be protected by separate arcing contacts.
- D. A manual operating handle shall be provided for maintenance purposes.
- E. Designs utilizing components of or parts thereof which are not intended for continuous duty, repetitive switching or transfer between two active power sources are not acceptable.
- F. Where neutral conductors must be switched, the ATS shall be provided with fully rated neutral transfer contacts.
- G. Where neutral conductors are to be solidly connected, a neutral terminal plate with fully rated AL-CU pressure connectors shall be provided.
- H. The switch shall be capable of the following methods of transfer: Open with In-Phase transition only, Time Delay in Neutral transition, or In-Phase transition with a default to Time Delay in Neutral.

### **2.02 TXC-100 Controller with Integrated User Interface Panel**

- A. The controller shall be connected to the transfer switch by an interconnecting wiring harness. The harness shall include a keyed disconnect plug to enable the controller to be disconnected from the transfer switch for routine maintenance.
- B. The controller shall direct the operation of the transfer switch. The controller's sensing and logic shall be controlled by a built-in microprocessor for maximum reliability, minimum maintenance, and include standard on-board serial communications capability.
- C. A user accessible USB port shall be provided to facilitate firmware updates, uploading of switch operational parameters, downloading of event history and switch operational statistics. This USB port shall be front accessible without opening the ATS door.
- D. The controller shall provide single and three phase capability for maximum application flexibility and minimal spare part requirements. Voltage sensing shall be true RMS type and shall be accurate to  $\pm 1\%$  of nominal voltage. Frequency sensing shall be accurate to  $\pm 0.1\text{Hz}$ . Time delay settings shall be accurate to  $\pm 0.5\%$  of the full-scale value of the time delay. The panel shall be capable of operating over a temperature range of  $-20$  to  $+70$  degrees C.
- E. The controller power supply shall be field-configurable to operate on 120V through 480V systems without the need for transformers.
- F. Control logic shall be backed up with a rechargeable, user-replaceable lithium-ion battery that shall also maintain control power for up to 60 minutes in the event no source power is available.
- G. The controller shall be enclosed with a protective cover and be mounted separate from the transfer switch unit for safety and ease of maintenance.



H. The controller shall meet or exceed the requirements for Electromagnetic Compatibility (EMC) as follows:

1. IEC 61000 – 4 – 3 Radiated RF Field Immunity
2. IEC 61000 – 4 – 4 Electrical Fast Transient/Burst Immunity
3. IEC 61000 – 4 – 5 Surge Immunity
4. IEC 61000 – 4 – 6 Conducted RF Immunity
5. IEC 61000 – 4 -11 Voltage Dips and Interruptions
6. EN 61000 – 6 - 2 Industrial Immunity Requirements EN 61000-6-4 - Radiated Emissions
7. EN 61000 – 6 - 4 Conducted Emissions
8. CISPR 11 – Conducted RF Emissions and Radiated RF Emissions

### **2.03 Enclosure**

- A. The ATS shall be furnished in a NEMA 3R enclosure unless otherwise shown on the plans.
- B. Provide a temperature and humidity controlled anti-condensation heater for all NEMA 3R and 4X enclosed units. Heater shall be an available option on NEMA 1 enclosures, when called for on plans. Heater cover to indicate a hot surface.
- C. The switch mechanism and controller shall be easily removable from the enclosure in the field. This requirement will facilitate easy single-person installation on wall mounted switches, conduit fitting, and cable pulling while minimizing risk of damage and/or contamination of ATS components during the install process.
- D. Controller human interface and USB port shall be visible and operational through the enclosure door, without the need for personal protective equipment, avoiding arc-flash hazard for routine checks of the controller status.

## **PART 3 OPERATIONS**

### **3.01 Controller Display and Keypad**

- A. A backlit four-line graphical LCD display and human interface shall be an integral part of the controller for viewing all available data and setting desired operational parameters. Operational parameters shall also be available for viewing and limited control through the RS-485 communications port.
- B. All instructions and controller settings shall be easily accessible, readable and accomplished without the use of codes, calculations, or instruction manuals.
- C. The user interface shall be provided with test/reset modes. The test mode will simulate a normal source failure. The reset mode shall bypass the time delays on either transfer to emergency or retransfer to normal.
- D. The following parameters shall only be adjustable only by authorized service personnel:
  1. Nominal line voltage and frequency
  2. Single or three phase sensing on normal
  3. Transfer operating mode configuration, (open transition, or delayed transition)

### 3.02 Voltage and Frequency Sensing

- A. Voltage and frequency on both the normal and emergency sources (as noted below) shall be continuously monitored, with the following pickup, dropout, and trip settings capabilities; values shown as percentage of nominal unless otherwise specified.

<b>Voltage and Frequency Settings</b>	<b>Range</b>	<b>Default Value</b>
Source 1 (Normal) is Genset	Yes or No	No
Source 1 Undervoltage Dropout	50-97%	85%
Source 1 Undervoltage Pickup	52-99%	90%
Source 1 Overvoltage Dropout	105-120%	110%
Source 1 Overvoltage Pickup	103-118%	105%
Source 1 Underfrequency Dropout	90-97%	90%
Source 1 Underfrequency Pickup	91-99%	95%
Source 1 Overfrequency Dropout	103-110%	105%
Source 1 Overfrequency Pickup	101-109%	102%
Source 1 Voltage Imbalance Drop	5-20%	5%
Source 1 Voltage Imbalance Pickup	3-18%	3%
Source 1 Warmup Time	0-1800s	3s
Source 1 Cooldown Time	0-1800s	1800s
Source 1 Minimum Run Time	300-1800s	1200s
Source 2 is Generator	Yes or No	Yes
Source 2 Undervoltage Dropout	50-97%	85%
Source 2 Undervoltage Pickup	52-99%	90%
Source 2 Overvoltage Dropout	105-120%	110%
Source 2 Overvoltage Pickup	103-118%	105%
Source 2 Underfrequency Dropout	90-97%	90%
Source 2 Underfrequency Pickup	91-99%	99%
Source 2 Overfrequency Dropout	103-110%	105%



Source 2 Overfrequency Pickup	101-109%	102%
Source 2 Voltage Imbalance Drop	5-20%	5%
Source 2 Voltage Imbalance Pickup	3-18%	3%
Source 2 Minimum Run Time	300-1800s	1200s
Source 2 Warmup Time	0-1800s	3s
Source 2 Cooldown Time	0-1800s	1800s
Phase Rotation Check	ABC, CBA, OFF	ABC
Supply Overvoltage	350 VAC	Fixed
Manual Return to Normal	Yes or No	
Time Delay Settings		
Transfer to Emergency	120s max	30s
Re-transfer to Normal	1,800s max	1,800s
Time Delay Neutral	120s max	30s
Engine Cool Down	300-1,800s	1,800s
Delayed Transition Time	120s max	120s
Elevator Signal	120s max	30s
In Phase Transfer	Yes or No	
In Phase Synchronization	Time 60-3600s	300s
Preferred Source	S1, S2	S1
Voltage Imbalance Enable	Yes or No	
Voltage Imbalance Timeout	10-30s max	20s

- B. Repetitive accuracy of all settings shall be within 1% at +25C
- C. Voltage and frequency settings shall be field adjustable in 1% increments either locally with the display and keypad or remotely via RS-485 communications port access.
- D. Source status screens shall be provided for both normal & emergency to provide digital readout of voltage and frequency.
- E. The backlit graphical display shall have multiple language capability. Languages can be selected from the user interface.

### 3.03 Time Delays

- A. A **Line Interrupt** delay shall be provided to override momentary normal source outages, delay all transfer and engine starting signals; adjustable 0 to 120 seconds. It shall be possible to bypass the time delay from the controller user interface.
- B. An **Engine Warm Up** delay shall be provided for extended engine RPM stabilization where fast transfer to the emergency source is not required; adjustable 0 to 1,800 seconds. It shall be possible to bypass the time delay from the controller user interface.
- C. A **Transfer to Emergency** delay shall be provided for controlled sequencing of loads to the emergency source; adjustable from 0 to 120 seconds. It shall be possible to bypass the time delay from the controller user interface.
- D. A **Retransfer to Normal** delay shall be provided to ensure stability of the normal source, adjustable from 0 to 1,800 seconds. Time delay shall be automatically bypassed if the emergency source fails and normal source is acceptable.



- E. An **Engine Minimum Runtime** delay shall be provided to reduce nuisance starts when the normal source power is unstable but does not trigger a transfer to the emergency source, adjustable from 5 to 30 minutes. Operates in conjunction with Engine Cool Down delay.
- F. An **Engine Cool Down** delay shall be provided; adjustable 300 – 1,800 seconds.
- G. A **Delayed Transition** delay shall be provided to ensure sufficient time for motor voltage decay for transition between live sources; adjustable from 0 – 120 seconds.
- H. An **Elevator Signal Before Transfer** output signal shall be provided to drive an external relay for selective load disconnect control. The controller shall have the ability to activate an adjustable 0 to 120 second delay in any of the following modes:
  - 1. Prior to transfer only.
  - 2. Prior to and after transfer.
  - 3. Normal to emergency only.
  - 4. Emergency to normal only.
  - 5. Normal to emergency and emergency to normal.
  - 6. All transfer conditions or only when both sources are available.
- I. For special applications (i.e. three-sources), the option to select the **Preferred Source**.
- J. All adjustable time delays shall be field adjustable without the use of special tools or software.

**Time Delay Summary Table:**

<b>Time Delay Description</b>	<b>Range</b>	<b>Default Value</b>
Line Interrupt Delay	0 – 120 sec.	3 sec.
Engine Warm Up Delay	0 – 1,800 sec.	3 sec.
Transfer to Emergency	0 – 120 sec.	3 sec.
Retransfer to Normal	0 – 1,800 sec.	1,800 sec.
Engine Minimum Run Time	5 – 30 min.	5 min.
Engine Cool Down	300 – 1,800 sec.	1,800 sec.
Delayed Transition (Center Off Position)	0 – 120 sec.	120 sec.
Elevator Signal Before Transfer	0 – 120 sec.	0 sec.
Preferred Source	Normal (S1), Emerg. (S2)	Normal (S1)

### 3.04 External Control Interfaces and Indicators

- A. Communications connectors, user interface and display shall be accessible and usable without presenting an arc-flash hazard.
- B. Customer inputs shall be optically isolated for wider compatibility with external systems. This will protect the controller from external surges and transient voltages.
- C. Surge Protection for the ATS controls shall be provided.
- D. Replaceable fuses to protect the power supply to the ATS control panel.
- E. A set of contacts rated 5 amps, 30 VDC shall be provided for a low-voltage **engine start** signal. The start signal shall prevent dry cranking of the engine by requiring the generator set to reach proper output and run for the duration of the Engine Minimum Runtime setting, regardless of whether the normal source restores before the load is transferred.

- F. Engine starting contacts shall facilitate start-circuit monitoring to comply with the 2017 and later versions of NFPA 70 Article 700.10 (D)(3).
- G. Two sets of Form-C auxiliary contacts, rated 10 amps, 250 VAC shall be provided to indicate the switch actuator position, including center-off for Time Delay Neutral switches or a Permissive (Emergency Inhibit) condition.
- H. A single **General Alarm** (summary alarm) indication shall light up the alert indicator and de-energize the configured common alarm output relay for external monitoring.
- I. LED indicating lights shall be provided; one to indicate when the ATS is connected to the normal source and one to indicate when the ATS is connected to the emergency source.
- J. LED indicating lights shall be provided and energized by controller outputs. The lights shall provide true source availability of the normal and emergency source, as determined by the voltage sensing trip and reset settings for each source.
- K. LED indicating light shall be provided to indicate switch not in automatic mode (manual).
- L. LED indicating light shall be provided to indicate any alarm condition.
- M. The controller shall have two programmable inputs and one programmable output as standard; with an optional expansion board to add up to four programmable input/outputs. Programmable I/O conditions shall include:

<b>Programmable Output</b>	<b>Programmable Input</b>
Source 1 – Two Wire Start	Permissive (Emergency Inhibit)
Source 2 – Two Wire Start	Remote Engine Fast Test
Engine Exercising	Remote Engine Normal Test
Engine Warmup	ATS Timer
Signal Before Transfer	Initiate Demand Response
General Alarm	
Source 1 Good	
Source 2 Good	

- N. System Status - The controller LCD display shall include a System Status screen which shall be accessible from any point in the menu system by depressing the “ESC” key until you arrive at the System Status screen. This screen shall display a clear description of the active operating sequences and switch position. Operational status information displayed shall include:
  - 1. Source 1 status (good or bad)
  - 2. Source 2 status (good or bad)
  - 3. Any active timer
  - 4. Permissive (Emergency Inhibit when active)

### **3.05 Transfer and Exercise Controls**

The following standard features shall be built into the controller, capable of being activated through keypad programming as required by the user:

- A. Provide the ability to select “commit/no commit to transfer” to determine whether the load should be transferred to the emergency generator if the normal source restores before the generator is ready to accept the load.



- B. An engine generator exercising timer shall be provided to configure daily, day of week, weekly, bi-weekly, or monthly testing of an engine generator set at a specified time of day with or without load for a programmable period of time (Engine Minimum Runtime).
- C. Terminals shall be provided for a remote contact to signal the ATS to transfer to emergency for remote test. Test signal can be enabled through the keypad or digital input. Transfer to emergency for demand response can be enabled by a digital input.
- D. **For In-Phase Transfer Switch Designs:** An in-phase monitor shall be provided in the controller such that the transfer occurs with less than ten degrees phase angle difference between sources. The monitor shall control transfer so that motor load inrush currents do not exceed normal starting currents and shall not require external control of power sources. In-phase switch transfer time shall not exceed 25ms.

### **3.06 Data Logging and Diagnostics**

Controllers that require multiple screens to determine system status or display “coded” system status messages, which must be explained by references in the operator’s manual are not permissible.

- A. Controller & Contactor Health Monitoring with visual and auxiliary contact status shall be provided.
- B. Communications Interface – The controller shall be capable of interfacing, through a standard RS-485 serial communication port with a network of transfer switches.
- C. Data Logging – The controller shall have the ability to log data and to maintain the last 200 events, even in the event of total power loss. The following events shall be time and date stamped and maintained in a non-volatile memory:
  - 1. Date, time and reason for transfer normal to emergency
  - 2. Date, time and reason for transfer emergency to normal
  - 3. Date, time and reason for engine start
  - 4. Date and time engine stopped
  - 5. Date and time emergency source available
  - 6. Date and time emergency source not available

## **PART 4 ADDITIONAL FEATURES AND ACCESSORIES**

### **4.01 Additional Features**

- A. Manual Generator Retransfer
- B. Pad lockable controller cover (Standard on NEMA 3R enclosure)
- C. Temperature and Humidity Controlled Heater for NEMA 1 enclosure (standard on NEMA 3R and 4X enclosure)

## **PART 5 ADDITIONAL REQUIREMENTS**

### **5.01 Withstand and Closing Ratings**

- A. The ATS shall be rated to close on and withstand the available RMS symmetrical short circuit current at the ATS terminals with the type of overcurrent protection shown on the plans. WCR



ATS ratings shall be as follows when used with specific circuit breakers (*Delete rows not applicable to project*):

ATS Type and Size	Specific Breaker Rating (kA)	3-cycle rating (kA)	Class J Fuse (kA)
TX301, non-SE, 100 amp	35	NA	200
TX301, non-SE, 200 amp	42	NA	200
TX301, non-SE, 400 amp	65	NA	200
TX301, Service Entrance Rated, 100 amp	35 (SE Rating)	NA	200
TX301, Service Entrance Rated, 200 amp	42 (SE Rating)	NA	200
TX301, Service Entrance Rated, 400 amp	65 (SE rating)	NA	200
TX611, Service Entrance Rated, 100 amp	35	22	200
TX611, Service Entrance Rated, 200 amp	42	22	200
TX611, Service Entrance Rated, 400 amp	65	35	200

## 5.02 Tests and Certification

- A. The complete ATS shall be factory tested to ensure proper operation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency and time delay settings are in compliance with the specification requirements.
- B. The ATS manufacturer shall be certified to ISO 9001: 2015 International Quality Standard and the manufacturer shall have third party certification verifying quality assurance in design/development, production, installation and servicing in accordance with ISO 9001: 2015.

## 5.03 Service Representation

- A. The ATS manufacturer shall support a service organization of company-employed personnel located throughout the contiguous United States. The service center's personnel must be factory trained and must be on call 24 hours a day, 365 days a year.
- B. The manufacturer shall maintain records of switch shipments, by serial number, for a minimum of 10 years.

## 5.04 Warranty

*(The following section lists a range of warranty coverage options. Select Basic or Comprehensive warranty, followed by the desired warranty coverage period. Delete the other paragraph.)*

- A. The manufacturer shall provide a **Comprehensive Warranty** for 2-years, covering replacement parts, labor, and limited technician travel costs for covered warranty repairs.

## **GENERATOR INSTALLATION**

### **Main Street Fire Station**

#### **8. Generator Installation**

##### **8.1. Installer Qualifications**

- 8.1.1. The installer must engage regularly in the installation of automatic standby generator systems.
- 8.1.2. Installation to be performed by a factory authorized representative of the manufacture. A letter/certification of compliance to install industrial grade generator equipment must be submitted with the bid.
- 8.1.3. The installer must be licensed to do business in the State of Maine and must have all required licenses and insurances required by the Town of Lisbon, ME.
- 8.1.4. Start up technician must be trained by the manufacture for the equipment being installed and have obtained their EGSA certification.

#### **9. Equipment**

- 9.1. The basis of design is a Generac SD60 generator and a Generac TX 200a service entrance rated transfer switch.
- 9.2. Provide a single sourced, single manufacture generator and transfer switch package. Generator and transfer switch must be sourced/branded from the same manufacture.

#### **10. Installation Scope**

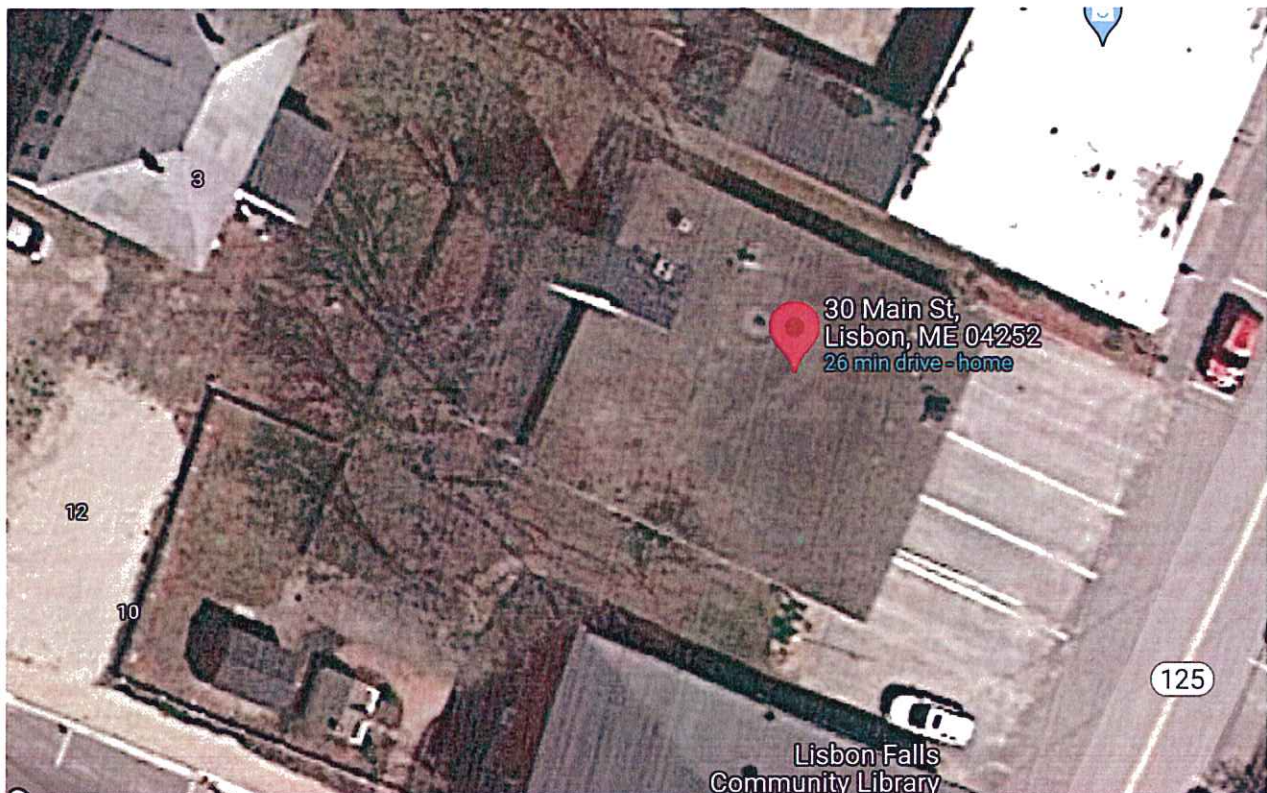
- 10.1. Provide and install qty 1 – 60kw 1p3w 240/120v diesel fueled generator per the “GENERATOR SPECIFICATION”
- 10.2. Provide and install qty 1 – 200-amp 1p 3w 240/120v transfer switch per the “TRANSFER SWITCH SPECIFICATION”.
- 10.3. Feeders/branch circuits – copper feeders for wire smaller than #4 AWG, copper feeders for #4 AWG and larger, stranded for #10 AWG and smaller, stranded for #8 AWG and larger. Insulation to be rated at 600v. Aluminum xhhw maybe permitted over 3/0 in size.
- 10.4. Provide and install new 200 amp 1p 120/240 service entrance, provide new 200 amp lever bypass meter trim and all required conduit and wire per code.
- 10.5. Provide and install new 200 amp 1p 120/240 v main lug, bolt on style panel, 40 space. Panel to replace existing fuse panel.



- 10.6. Remove existing 100 amp service and service disconnect
- 10.7. All underground conduit to be PVC Schedule 40. Any conduit installed inside the building to be EMT.
- 10.8. Provide and install 250mcm XHHW Aluminum conductors in 2.5" conduit from the meter trim to the transfer switch, and from the transfer switch to the main electrical panel.
- 10.9. Provide and install 250mcm XHHW Aluminum conductors in 2.5" conduit from the generator main line circuit breaker to the transfer switch. terminate as required.
- 10.10. Provide and install a two wire start circuit from the transfer switch to the generator and terminate as required.
- 10.11. Provide and install a 120/240v 30-amp circuit from the main panel to the generator to power the block heater, battery charger, and accessory receptacle. Provide circuit in 1" conduit.
- 10.12. Provide and install required 12v dc and communications cabling from the generator to the remote annunciator. Annunciator to be installed in a suitable location as determined in the walk through. Provide circuits in a 1" conduit. Communications cabling to be RS485 shielded computer cabling Beldon 3105a or equivalent.
- 10.13. Provide and install generator emergency stop button per code.
- 10.14. Generator to be bolted to the concrete pad utilizing stainless steel hardware, specific hardware size by generator manufactures installation manual.
- 10.15. Transfer switch to mounted to the outside of the building next to the meter trim, specific hardware sized by transfer switch manufactures installation manual.
- 10.16. Fire caulk any penetrations where required.
- 10.17. Provide and install a concrete pad, pad to be sized to fit the layout of the generator + provide an 12" buffer from the edge of the pad to the base tank. Thickness of the pad per manufactures recommendations. Add rebar as required.
- 10.18. Provide all trenching and backfilling as required.
- 10.19. Hay and seed any disturbed areas.
- 10.20. Provide temporary backup generator to feed the facility during transfer switch tie in if required.
- 10.21. Provide all labor, materials, equipment etc... required to install a complete functioning system, unless otherwise stated as supplied by others.



- 10.22. Include all required freight and rigging to deliver and install the generator and transfer switch.
- 10.23. Provide first tank of fuel, filled to 90% of tank capacity prior to testing. Fuel to be ultra-low sulfur diesel.
- 10.24. Provide load bank testing and building load testing as per the Generator Specifications.
- 10.25. Provide training as per the Generator Specifications.
- 10.26. Remove existing transfer switch and diesel generator.



## **GENERATOR SPECIFICATION**

### **Village Street Fire Station**

#### **1. General**

##### **1.1. Description of System & Site**

- 1.1.1. Provide a 60 kW integrated, standby power system to supply electrical power at 120/240 Volts, 60 Hertz, 1 Phase. The system will utilize generators rated 100 kW. The generator shall consist of a liquid cooled diesel engine, a synchronous AC alternator, and system controls with all necessary accessories for a complete operating system, including but not limited to the items as specified hereinafter.
- 1.1.2. The site is an NEC ordinary location with no specific harsh environment requirements.
- 1.1.3. The genset shall be applied at the listed ambient and elevation. Bidders to submit the generators rated power output at 110 ambient (°F) and 500 elevation (Ft).
- 1.1.4. Bidders are to submit the genset's sound level in dBA at 23 ft based on the configuration specified.

##### **1.2. Requirements of Regulatory Agencies**

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

##### **1.3. Manufacturer Qualifications**

- 1.3.1. This system shall be supplied by an original equipment manufacturer (OEM) who has been regularly engaged in the production of engine-alternator sets, automatic transfer switches, and associated controls for a minimum of 25 years, thereby identifying one source of supply and responsibility. Approved suppliers are Generac Industrial Power or an approved equal.
- 1.3.2. The manufacturer shall have printed literature and brochures describing the



standard series specified, not a one of a kind fabrication.

1.3.3. Manufacturer's authorized service representative shall meet the following criteria:

1.3.3.1. Certified, factory trained, industrial generator technicians

1.3.3.2. Service support 24/7

1.3.3.3. Service location within 200 miles

1.3.3.4. Response time of 4 hours

1.3.3.5. Service & repair parts in-stock at performance level of 95%

1.3.3.6. EGSA certified technicians

#### **1.4. Submittals**

1.4.1. Engine Generator specification sheet

1.4.2. Controls specification sheet(s)

1.4.3. Installation / Layout dimensional drawing

1.4.4. Wiring schematic

1.4.5. Sound data

1.4.6. Emission certification

1.4.7. Warranty statement

NFPA 110 required AHJ documentation: Proto type test report; Certification of torsional compatibility; NFPA compliance statement; and Certification of rated load testing

1.4.9. Alternator thermal damage and decrement curves

1.4.10. Generator protective device time current curves

## **2. Engine**

### **2.1. Engine Rating and Performance**

2.1.1. The prime mover shall be a liquid cooled, diesel fueled, turbocharged after-cooled engine of 4-cycle design. It will have adequate horsepower to achieve rated kW output with at an operating speed of 1800 RPM.

2.1.2. The engine shall support a 100% load step.

2.1.3. The generator system shall support generator start-up and load transfer within 10 seconds.

2.1.4. The generator shall accept a load step of 60 kW with a maximum frequency dip of 15 Hz.

### **2.2. Engine Oil System**

2.2.1. Full pressure lubrication shall be supplied by a positive displacement lube oil



pump. The engine shall have a replaceable oil filter(s) with internal bypass and replaceable element(s).

2.2.2. The engine shall operate on mineral based oil. Synthetic oils shall not be required.

2.2.3. The oil shall be cooled by an oil cooler which is integrated into the engine system.

### **2.3. Engine Cooling System**

2.3.1. The engine is to be cooled with a unit mounted radiator, fan, water pump, and closed coolant recovery system. The coolant system shall include a coolant fill box which will provide visual means to determine if the system has adequate coolant level. The radiator shall be designed for operation in 122 degrees F, (50 degrees C) ambient temperature.

2.3.2. The engine shall have (a) unit mounted, thermostatically controlled water jacket heater(s) to aid in quick starting. The wattage shall be as recommended by the manufacturer.

2.3.3. Engine coolant and oil drain extensions, equipped with pipe plugs and shut-off valves, must be provided to the outside of the mounting base for cleaner and more convenient engine servicing.

2.3.4. A radiator fan guard must be installed for personnel safety that meets UL and OSHA safety requirements.

### **2.4. Engine Starting System**

2.4.1. Starting shall be by a solenoid shift, DC starting system.

2.4.2. The engine's cranking batteries shall be lead acid. The batteries shall be sized per the manufacturer's recommendations. The batteries shall be the largest available by the manufacturer for this generator size. The batteries supplied shall meet NFPA 110 cranking requirements of 90 seconds of total crank time. Battery specifications (type, amp-hour rating, cold cranking amps) to be provided in the submittal.

2.4.3. The genset shall have an engine driven, battery charging alternator with integrated voltage regulation.

2.4.4. The genset shall have an automatic dual rate, float equalize, 10 amp battery charger. The charger must be protected against a reverse polarity connection. The chargers charging current shall be monitored within the generator controller to support remote monitoring and diagnostics. The battery charger is to be factory installed on the generator set. Due to line voltage drop concerns, a battery charger mounted in the transfer switch will be unacceptable.

## **2.5. Engine Fuel System**

- 2.5.1. The engine fuel system shall be designed for operation on #2 diesel fuel and cold weather diesel blends.
- 2.5.2. The engine shall include a primary fuel filter, water separator, manual fuel priming pump, and engine flexible fuel lines must be installed at the point of manufacture. Element shall be replaceable paper type.
- 2.5.3. The engines suction line shall be fitted with a check valve to secure prime for the engines injection pump.

## **2.6. Engine Controls**

- 2.6.1. Engines that are equipped with an electronic engine control module (ECM), shall monitor and control engine functionality and seamlessly integrate with the genset controller through digital communications. ECM monitored parameters shall be integrated into the genset controllers NFPA 110 alarm and warning requirements. All ECM fault codes shall be displayed at the genset controller in standard language – fault code numbers are not acceptable.
- 2.6.2. For engines without ECM functionality or for any additional genset controller monitoring, sensors are to be conditioned to a 4-20ma signal level to enhance noise immunity and all sensor connections shall be sealed to prevent corrosion.
- 2.6.3. Engine speed shall be controlled with an integrated isochronous governor function with no change in alternator frequency from no load to full load. Steady state regulation is to be 0.25%.

## **2.7. Engine Exhaust & Intake**

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



dissipation inside the enclosure.

- 2.7.5. The engine intake air is to be filtered with engine mounted, replaceable, dry element filters.

### **3. Alternator**

- 3.1. The alternator shall be the voltage and phase configuration as specified in section 1.1.1.
- 3.2. The alternator shall be a 4-pole, revolving field, stationary armature, synchronous machine. The excitation system shall utilize a brushless exciter with a three phase full wave rectifier assembly protected against abnormal transient conditions by a surge protector. Photo-sensitive components will not be permitted in the rotating exciter.
- 3.3. The alternator shall include a permanent magnet generator (PMG) for excitation support. The system shall supply a minimum short circuit support current of 300% of the rating for 10 seconds.
- 3.4. The alternator shall support 81 skVA with a maximum voltage dip of 35 %.
- 3.5. Three phase alternators shall be 12 lead, broad range capable of supporting voltage reconnection. Single phase alternators shall be four lead and dedicated voltage designs (600v) shall be six lead. All leads must be extended into a NEMA 1 connection box for easy termination. A fully rated, isolated neutral connection must be included by the generator set manufacturer.
- 3.6. The alternator shall use a single, sealed bearing design. The rotor shall be connected to the engine flywheel using flexible drive disks. The stator shall be direct connected to the engine to ensure permanent alignment.
- 3.7. The alternator shall meet temperature rise standards of UL2200 (120 degrees C). The insulation system material shall be class "H" capable of withstanding 150 degrees C temperature rise.  
The alternator shall be protected against overloads and short circuit conditions by advanced control panel protective functions. The control panel is to provide a time current algorithm that protects the alternator against short circuits. To ensure precision protection and repeatable trip characteristics, these functions must be implemented electronically in the generator control panel -- thermal magnetic breaker implementation are not acceptable.

### **4. Controls**

- 4.1. The generator control system shall be a fully integrated microprocessor based control system for standby emergency engine generators meeting all requirements of NFPA 110 level 1.



- 4.2. The generator control system shall be a fully integrated control system enabling remote diagnostics and easy building management integration of all generator functions. The generator controller shall provide integrated and digital control over all generator functions including: bi-fuel control, engine protection, alternator protection, speed governing, voltage regulation and all related generator operations. The generator controller must also provide seamless digital integration with the engine's electronic engine control module (ECM) if so equipped. Generator controller's that utilize separate voltage regulators and speed governors or do not provide seamless integration with the engine management system are considered less desirable.
- 4.3. Communications shall be supported with building automation via the Modbus protocol without network cards. Optional internet and intranet connectivity shall be available.
- 4.4. The control system shall provide an environmentally sealed design including encapsulated circuit boards and sealed automotive style plugs for all sensors and circuit board connections. The use of non-encapsulated boards, edge cards, and pc ribbon cable connections are considered unacceptable.
- 4.5. Circuit boards shall utilize surface mount technology to provide vibration durability. Circuit boards that utilize large capacitors or heat sinks must utilize encapsulation methods to securely support these components.
- 4.6. A predictive maintenance algorithm that alarms when maintenance is required. The controller shall have the capability to call out to the local servicing dealer when maintenance is required.
- 4.7. Diagnostic capabilities should include time-stamped event and alarm logs, ability to capture operational parameters during events, simultaneous monitoring of all input or output parameters, callout capabilities, support for multi-channel digital strip chart functionality and .2 msec data logging capabilities.
- 4.8. In addition to standard NFPA 110 alarms, the application loads should also be protected through instantaneous and steady state protective settings on system voltage, frequency, and power levels.
- 4.9. The control system shall provide pre-wired customer use I/O: 4 relay outputs (user definable functions), communications support via RS232 and RS485. Additional I/O must be an available option.
- 4.10. Customer I/O shall be software configurable providing full access to all alarm, event, data logging, and shutdown functionality. In addition, custom ladder logic functionality inside the generator controller shall be supported to provide application support flexibility. The ladder logic function shall have access to all the controller inputs and customer assignable outputs.
- 4.11. The control panel will display all user pertinent unit parameters including: engine and alternator operating conditions; oil pressure and optional oil temperature; coolant temperature and level alarm; fuel level (where applicable); engine speed; DC battery

voltage; run time hours; generator voltages, amps, frequency, kilowatts, and power factor; alarm status and current alarm(s) condition per NFPA 110 level 1.

## **5. Engine / Alternator Packaging**

- 5.1. The engine/alternator shall be isolated from the generator frame with rubber isolators. The packaging shall not require the addition of external spring isolators. A mainline, electronic LSI circuit breaker carrying the UL mark shall be factory installed. The breaker shall be rated at 200 amps. The line side connections are to be made at the factory. Output lugs shall be provided for load side connections.

### **5.3. Enclosure**

- 5.3.1. The genset shall be packaged with a **weather protective** enclosure.
- 5.3.2. The enclosure shall be made of steel with a minimum thickness of 16 gauge. The enclosure is to have hinged, removable doors to allow access to the engine, alternator and control panel. The hinges shall allow for door fit adjustment. Hinges and all exposed fasteners will be stainless steel or Sermagard coated. The use of pop-rivets weakens the paint system and not allowed on external painted surfaces. Each door will have lockable hardware with identical keys.
- 5.3.3. The enclosure shall be coated with electrostatic applied powder paint, baked and finished to manufacturer's specifications. The color will be manufacturer's standard. The enclosure shall utilize an upward discharging radiator hood. Due to concerns relative to radiator damage, circulating exhaust, and prevailing winds, equipment without a radiator discharge hood will not be acceptable.
- 5.3.5. The genset silencer shall be mounted on the discharge hood of the enclosure. Due to architectural concerns, silencers mounted on the top of the generator enclosure are not acceptable. Gensets with silencers mounted inside the main generator compartment are acceptable only if the silencer is thermally wrapped to minimize heat stress on the surrounding components.

### **5.4. Sub-base fuel tank**

- 5.4.1. The packaging shall include a double wall, sub-base mounted, UL142 listed fuel tank. The tank shall be sized to provide 24 hours of run time at full load.
- 5.4.2. The tank shall include fuel suction and return connections, normal and emergency vents, secondary containment emergency vent and rupture basin sensor, mechanical fuel level indication and a stub-up area convenient for electrical conduit entry.
- 5.4.3. The fuel tank shall use an electric fuel sensor to provide an analog indication of fuel level. The controller shall have a warning indication on low fuel level and provide optional shutdown functionality for low, low fuel level.



5.4.4. The fuel tank must be supplied by the engine-generator set manufacturer and be installed before shipment.

**6. Loose Items**

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

**6.2. Spare Parts:**

6.2.1. Fuses: One spare set

6.2.2. Filters One spare set (air, fuel, oil)

6.3. Provide an NFPA 110/99 compliant alarm annunciator panel for remote indication. The panel shall have an ALARM switch that when moved to the OFF position silences the audible alarm. A TEST/RESET switch must be included to verify the lights are functional and reset any condition after it has cleared. The annunciator shall be controlled using RS485 communications from the generator controller. Annunciators requiring individual contacts and wires per indication point are not preferred.

**7. Additional project requirements**

**7.1. Factory testing**

7.1.1. Before shipment of the equipment, the engine-generator set shall be tested under rated load for performance and proper functioning of control and interfacing circuits. Tests shall include:

7.1.1.1. Verify voltage & frequency stability.

7.1.1.2. Verify transient voltage & frequency dip response.

7.1.1.3. Load test the generator for 1 hour.

**7.2. Manuals**

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

**7.3. Installation**

7.3.1. Contractor shall install the complete electrical generating system including all external fuel connections in accordance with requirements of NEC, NFPA, and the manufacturer's recommendations. See attached installation guide.

**7.4. Service**

7.4.1. Supplier of the genset and associated items shall have permanent service facilities



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

## **7.5. Warranty**

- 7.5.1. The standby electric generating system components, complete genset and instrumentation panel shall be warranted by the manufacturer against defective materials and factory workmanship for a period of two (2) years. Such defective parts shall be repaired or replaced at the manufacturer's option, free of charge for parts, labor and travel.
- 7.5.2. The warranty period shall commence when the standby power system is first placed into service. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided. Also, in the judgment of the specifying authority, the manufacturer supplying the warranty for the complete system must have the necessary financial strength and technical expertise with all components supplied to provide adequate warranty support.

## **7.6. Startup and Commissioning**

- 7.6.1. The supplier of the electric generating plant and associated items covered herein shall provide factory trained technicians to validate the completed installation and to perform an initial startup inspection to include:
  - 7.6.1.1. Ensuring the engine starts (both hot and cold) within 10 seconds.
  - 7.6.1.2. Verification of engine parameters within specification.
  - 7.6.1.3. Verify no load frequency and voltage, adjusting if required.
  - 7.6.1.4. Test all automatic shutdowns of the engine-generator.
- 7.7.2.5. Perform a load test for 1 hours using building load. In addition to the building load test, load the generator at 30% for 30 minutes, 50 % for 30 minutes, and 100% for 60 minutes utilizing a resistive load bank. Provide block load demonstration and record results. Provide testing data. Record Voltage, Amperage, Frequency, KW, KVA, PF, Engine Temp, Engine RPM, Oil Pressure.

## **7.8. Training**

- 7.8.1. Training is to be supplied by the start-up technician for the end-user during

commissioning. The training should cover basic generator operation and common generator issues that can be managed by the end-user.

7.8.2. Training is to include manual operation of system.

## **TRANSFER SWITCH SPECIFICATION**

### **Village Street Fire Station**

#### **PART 1 GENERAL**

##### **1.01 Scope**

Furnish and install automatic transfer switch(es) with number of poles, amperage, voltage, and withstand current ratings as shown on the plans. Each automatic transfer shall consist of a mechanically held power transfer switch unit and a microprocessor controller, interconnected to provide complete automatic operation. All transfer switches and control panels shall be the product of the same manufacturer.

Scope is based on a Generac TX 601 200 amp service entrance rated transfer switch, 120/240v single phase.

##### **1.02 Acceptable Manufacturers**

Automatic transfer switches shall be Generac TX Series, including the TX301 and TX611. Any alternate shall be submitted to the consulting engineer in writing at least 10 days prior to bid. Each alternate bid must list any deviations from this specification.

##### **1.03 Codes and Standards**

The automatic transfer switches and accessories shall conform to the requirements of:

- K. UL 1008 - Standard for Automatic Transfer Switches
- L. NFPA 70 - National Electrical Code (2017 version and later for start circuit monitoring)
- M. NEC Articles 700, 701, 702, 708
- N. NFPA 99 – Health Care Facilities
- O. NFPA 110 – Emergency and Standby Power Systems
- P. IEEE Standard 446 – IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
- Q. NEMA Standards ICS10, MG1, MG250, ICS6, AB1
- R. ANSI C62.41
- S. International Standards Organization: ISO 8528, 9001.
- T. Where seismic rating and/or certification is required: IBC 2018, OSHPD

#### **PART 2 PRODUCTS**

##### **2.01 Mechanically Held Transfer Switch**



- I. The transfer switch unit shall be an electrically operated single-mechanism and mechanically held. The switch shall be mechanically interlocked to ensure only one of two possible positions, normal or emergency.
- J. The switch shall be positively locked and unaffected by momentary outages so that contact pressure is maintained at a constant value and temperature rise at the contacts is minimized for maximum reliability and operating life.
- K. All main contacts shall be silver composition. Switches shall have segmented blow-on construction for high withstand current capability and be protected by separate arcing contacts.
- L. A manual operating handle shall be provided for maintenance purposes.
- M. Designs utilizing components of or parts thereof which are not intended for continuous duty, repetitive switching or transfer between two active power sources are not acceptable.
- N. Where neutral conductors must be switched, the ATS shall be provided with fully rated neutral transfer contacts.
- O. Where neutral conductors are to be solidly connected, a neutral terminal plate with fully rated AL-CU pressure connectors shall be provided.
- P. The switch shall be capable of the following methods of transfer: Open with In-Phase transition only, Time Delay in Neutral transition, or In-Phase transition with a default to Time Delay in Neutral.

## **2.02 TXC-100 Controller with Integrated User Interface Panel**

- I. The controller shall be connected to the transfer switch by an interconnecting wiring harness. The harness shall include a keyed disconnect plug to enable the controller to be disconnected from the transfer switch for routine maintenance.
- J. The controller shall direct the operation of the transfer switch. The controller's sensing and logic shall be controlled by a built-in microprocessor for maximum reliability, minimum maintenance, and include standard on-board serial communications capability.
- K. A user accessible USB port shall be provided to facilitate firmware updates, uploading of switch operational parameters, downloading of event history and switch operational statistics. This USB port shall be front accessible without opening the ATS door.
- L. The controller shall provide single and three phase capability for maximum application flexibility and minimal spare part requirements. Voltage sensing shall be true RMS type and shall be accurate to  $\pm 1\%$  of nominal voltage. Frequency sensing shall be accurate to  $\pm 0.1\text{Hz}$ . Time delay settings shall be accurate to  $\pm 0.5\%$  of the full-scale value of the time delay. The panel shall be capable of operating over a temperature range of -20 to + 70 degrees C.
- M. The controller power supply shall be field-configurable to operate on 120V through 480V systems without the need for transformers.

- N. Control logic shall be backed up with a rechargeable, user-replaceable lithium-ion battery that shall also maintain control power for up to 60 minutes in the event no source power is available.
- O. The controller shall be enclosed with a protective cover and be mounted separate from the transfer switch unit for safety and ease of maintenance.
- P. The controller shall meet or exceed the requirements for Electromagnetic Compatibility (EMC) as follows:
  - 9. IEC 61000 – 4 – 3 Radiated RF Field Immunity
  - 10. IEC 61000 – 4 – 4 Electrical Fast Transient/Burst Immunity
  - 11. IEC 61000 – 4 – 5 Surge Immunity
  - 12. IEC 61000 – 4 – 6 Conducted RF Immunity
  - 13. IEC 61000 – 4 -11 Voltage Dips and Interruptions
  - 14. EN 61000 – 6 - 2 Industrial Immunity Requirements EN 61000-6-4 - Radiated Emissions
  - 15. EN 61000 – 6 - 4 Conducted Emissions
  - 16. CISPR 11 – Conducted RF Emissions and Radiated RF Emissions

## **2.03 Enclosure**

- E. The ATS shall be furnished in a NEMA 3R enclosure unless otherwise shown on the plans.
- F. Provide a temperature and humidity controlled anti-condensation heater for all NEMA 3R and 4X enclosed units. Heater shall be an available option on NEMA 1 enclosures, when called for on plans. Heater cover to indicate a hot surface.
- G. The switch mechanism and controller shall be easily removable from the enclosure in the field. This requirement will facilitate easy single-person installation on wall mounted switches, conduit fitting, and cable pulling while minimizing risk of damage and/or contamination of ATS components during the install process.
- H. Controller human interface and USB port shall be visible and operational through the enclosure door, without the need for personal protective equipment, avoiding arc-flash hazard for routine checks of the controller status.

## **PART 3 OPERATIONS**

### **3.01 Controller Display and Keypad**

- E. A backlit four-line graphical LCD display and human interface shall be an integral part of the controller for viewing all available data and setting desired operational parameters.



Operational parameters shall also be available for viewing and limited control through the RS-485 communications port.

- F. All instructions and controller settings shall be easily accessible, readable and accomplished without the use of codes, calculations, or instruction manuals.
- G. The user interface shall be provided with test/reset modes. The test mode will simulate a normal source failure. The reset mode shall bypass the time delays on either transfer to emergency or retransfer to normal.
- H. The following parameters shall only be adjustable only by authorized service personnel:
  - 4. Nominal line voltage and frequency
  - 5. Single or three phase sensing on normal
  - 6. Transfer operating mode configuration, (open transition, or delayed transition)

### 3.02 Voltage and Frequency Sensing

- B. Voltage and frequency on both the normal and emergency sources (as noted below) shall be continuously monitored, with the following pickup, dropout, and trip settings capabilities; values shown as percentage of nominal unless otherwise specified.

Voltage and Frequency Settings	Range	Default Value
Source 1 (Normal) is Genset	Yes or No	No
Source 1 Undervoltage Dropout	50-97%	85%
Source 1 Undervoltage Pickup	52-99%	90%
Source 1 Overvoltage Dropout	105-120%	110%
Source 1 Overvoltage Pickup	103-118%	105%
Source 1 Underfrequency Dropout	90-97%	90%
Source 1 Underfrequency Pickup	91-99%	95%
Source 1 Overfrequency Dropout	103-110%	105%



Source 1 Overfrequency Pickup	101-109%	102%
Source 1 Voltage Imbalance Drop	5-20%	5%
Source 1 Voltage Imbalance Pickup	3-18%	3%
Source 1 Warmup Time	0-1800s	3s
Source 1 Cooldown Time	0-1800s	1800s
Source 1 Minimum Run Time	300-1800s	1200s
Source 2 is Generator	Yes or No	Yes
Source 2 Undervoltage Dropout	50-97%	85%
Source 2 Undervoltage Pickup	52-99%	90%
Source 2 Overvoltage Dropout	105-120%	110%
Source 2 Overvoltage Pickup	103-118%	105%
Source 2 Underfrequency Dropout	90-97%	90%
Source 2 Underfrequency Pickup	91-99%	99%
Source 2 Overfrequency Dropout	103-110%	105%
Source 2 Overfrequency Pickup	101-109%	102%
Source 2 Voltage Imbalance Drop	5-20%	5%
Source 2 Voltage Imbalance Pickup	3-18%	3%
Source 2 Minimum Run Time	300-1800s	1200s
Source 2 Warmup Time	0-1800s	3s
Source 2 Cooldown Time	0-1800s	1800s

Phase Rotation Check	ABC, CBA, OFF	ABC
Supply Overvoltage	350 VAC	Fixed
Manual Return to Normal	Yes or No	
Time Delay Settings		
Transfer to Emergency	120s max	30s
Re-transfer to Normal	1,800s max	1,800s
Time Delay Neutral	120s max	30s
Engine Cool Down	300-1,800s	1,800s
Delayed Transition Time	120s max	120s
Elevator Signal	120s max	30s
In Phase Transfer	Yes or No	
In Phase Synchronization	Time 60-3600s	300s
Preferred Source	S1, S2	S1
Voltage Imbalance Enable	Yes or No	
Voltage Imbalance Timeout	10-30s max	20s

- F. Repetitive accuracy of all settings shall be within 1% at +25C
- G. Voltage and frequency settings shall be field adjustable in 1% increments either locally with the display and keypad or remotely via RS-485 communications port access.
- H. Source status screens shall be provided for both normal & emergency to provide digital readout of voltage and frequency.
- I. The backlit graphical display shall have multiple language capability. Languages can be selected from the user interface.

### 3.03 Time Delays

- K. A **Line Interrupt** delay shall be provided to override momentary normal source outages, delay all transfer and engine starting signals; adjustable 0 to 120 seconds. It shall be possible to bypass the time delay from the controller user interface.
- L. An **Engine Warm Up** delay shall be provided for extended engine RPM stabilization where fast transfer to the emergency source is not required; adjustable 0 to 1,800 seconds. It shall be possible to bypass the time delay from the controller user interface.

- M. A **Transfer to Emergency** delay shall be provided for controlled sequencing of loads to the emergency source; adjustable from 0 to 120 seconds. It shall be possible to bypass the time delay from the controller user interface.
- N. A **Retransfer to Normal** delay shall be provided to ensure stability of the normal source, adjustable from 0 to 1,800 seconds. Time delay shall be automatically bypassed if the emergency source fails and normal source is acceptable.
- O. An **Engine Minimum Runtime** delay shall be provided to reduce nuisance starts when the normal source power is unstable but does not trigger a transfer to the emergency source, adjustable from 5 to 30 minutes. Operates in conjunction with Engine Cool Down delay.
- P. An **Engine Cool Down** delay shall be provided; adjustable 300 – 1,800 seconds.
- Q. A **Delayed Transition** delay shall be provided to ensure sufficient time for motor voltage decay for transition between live sources; adjustable from 0 – 120 seconds.
- R. An **Elevator Signal Before Transfer** output signal shall be provided to drive an external relay for selective load disconnect control. The controller shall have the ability to activate an adjustable 0 to 120 second delay in any of the following modes:
7. Prior to transfer only.
  8. Prior to and after transfer.
  9. Normal to emergency only.
  10. Emergency to normal only.
  11. Normal to emergency and emergency to normal.
  12. All transfer conditions or only when both sources are available.
- S. For special applications (i.e. three-sources), the option to select the **Preferred Source**.
- T. All adjustable time delays shall be field adjustable without the use of special tools or software.

**Time Delay Summary Table:**

<b>Time Delay Description</b>	<b>Range</b>	<b>Default Value</b>
Line Interrupt Delay	0 – 120 sec.	3 sec.
Engine Warm Up Delay	0 – 1,800 sec.	3 sec.
Transfer to Emergency	0 – 120 sec.	3 sec.
Retransfer to Normal	0 – 1,800 sec.	1,800 sec.
Engine Minimum Run Time	5 – 30 min.	5 min.
Engine Cool Down	300 – 1,800 sec.	1,800 sec.



Delayed Transition (Center Off Position)	0 – 120 sec.	120 sec.
Elevator Signal Before Transfer	0 – 120 sec.	0 sec.
Preferred Source	Normal (S1), Emerg. (S2)	Normal (S1)

### 3.04 External Control Interfaces and Indicators

- O. Communications connectors, user interface and display shall be accessible and usable without presenting an arc-flash hazard.
- P. Customer inputs shall be optically isolated for wider compatibility with external systems. This will protect the controller from external surges and transient voltages.
- Q. Surge Protection for the ATS controls shall be provided.
- R. Replaceable fuses to protect the power supply to the ATS control panel.
- S. A set of contacts rated 5 amps, 30 VDC shall be provided for a low-voltage **engine start** signal. The start signal shall prevent dry cranking of the engine by requiring the generator set to reach proper output and run for the duration of the Engine Minimum Runtime setting, regardless of whether the normal source restores before the load is transferred.
- T. Engine starting contacts shall facilitate start-circuit monitoring to comply with the 2017 and later versions of NFPA 70 Article 700.10 (D)(3).
- U. Two sets of Form-C auxiliary contacts, rated 10 amps, 250 VAC shall be provided to indicate the switch actuator position, including center-off for Time Delay Neutral switches or a Permissive (Emergency Inhibit) condition.
- V. A single **General Alarm** (summary alarm) indication shall light up the alert indicator and de-energize the configured common alarm output relay for external monitoring.
- W. LED indicating lights shall be provided; one to indicate when the ATS is connected to the normal source and one to indicate when the ATS is connected to the emergency source.
- X. LED indicating lights shall be provided and energized by controller outputs. The lights shall provide true source availability of the normal and emergency source, as determined by the voltage sensing trip and reset settings for each source.
- Y. LED indicating light shall be provided to indicate switch not in automatic mode (manual).
- Z. LED indicating light shall be provided to indicate any alarm condition.
- AA. The controller shall have two programmable inputs and one programmable output as standard; with an optional expansion board to add up to four programmable input/outputs. Programmable I/O conditions shall include:

<b>Programmable Output</b>	<b>Programmable Input</b>
Source 1 – Two Wire Start	Permissive (Emergency Inhibit)
Source 2 – Two Wire Start	Remote Engine Fast Test
Engine Exercising	Remote Engine Normal Test
Engine Warmup	ATS Timer
Signal Before Transfer	Initiate Demand Response
General Alarm	
Source 1 Good	
Source 2 Good	

BB. System Status - The controller LCD display shall include a System Status screen which shall be accessible from any point in the menu system by depressing the “ESC” key until you arrive at the System Status screen. This screen shall display a clear description of the active operating sequences and switch position. Operational status information displayed shall include:

5. Source 1 status (good or bad)
6. Source 2 status (good or bad)
7. Any active timer
8. Permissive (Emergency Inhibit when active)

### **3.05 Transfer and Exercise Controls**

The following standard features shall be built into the controller, capable of being activated through keypad programming as required by the user:

- E. Provide the ability to select “commit/no commit to transfer” to determine whether the load should be transferred to the emergency generator if the normal source restores before the generator is ready to accept the load.
- F. An engine generator exercising timer shall be provided to configure daily, day of week, weekly, bi-weekly, or monthly testing of an engine generator set at a specified time of day with or without load for a programmable period of time (Engine Minimum Runtime).
- G. Terminals shall be provided for a remote contact to signal the ATS to transfer to emergency for remote test. Test signal can be enabled through the keypad or digital input. Transfer to emergency for demand response can be enabled by a digital input.
- H. **For In-Phase Transfer Switch Designs:** An in-phase monitor shall be provided in the controller such that the transfer occurs with less than ten degrees phase angle difference between sources. The monitor shall control transfer so that motor load inrush currents do not exceed normal starting currents and shall not require external control of power sources. In-phase switch transfer time shall not exceed 25ms.

### **3.06 Data Logging and Diagnostics**



Controllers that require multiple screens to determine system status or display “coded” system status messages, which must be explained by references in the operator’s manual are not permissible.

- D. Controller & Contactor Health Monitoring with visual and auxiliary contact status shall be provided.
- E. Communications Interface – The controller shall be capable of interfacing, through a standard RS-485 serial communication port with a network of transfer switches.
- F. Data Logging – The controller shall have the ability to log data and to maintain the last 200 events, even in the event of total power loss. The following events shall be time and date stamped and maintained in a non-volatile memory:
  - 7. Date, time and reason for transfer normal to emergency
  - 8. Date, time and reason for transfer emergency to normal
  - 9. Date, time and reason for engine start
  - 10. Date and time engine stopped
  - 11. Date and time emergency source available
  - 12. Date and time emergency source not available

## **PART 4 ADDITIONAL FEATURES AND ACCESSORIES**

### **4.01 Additional Features**

- D. Manual Generator Retransfer
- E. Pad lockable controller cover (Standard on NEMA 3R enclosure)
- F. Temperature and Humidity Controlled Heater for NEMA 1 enclosure (standard on NEMA 3R and 4X enclosure)

## **PART 5 ADDITIONAL REQUIREMENTS**

### **5.01 Withstand and Closing Ratings**

- B. The ATS shall be rated to close on and withstand the available RMS symmetrical short circuit current at the ATS terminals with the type of overcurrent protection shown on the plans. WCR ATS ratings shall be as follows when used with specific circuit breakers (*Delete rows not applicable to project*):



ATS Type and Size	Specific Breaker Rating (kA)	3-cycle rating (kA)	Class J Fuse (kA)
TX301, non-SE, 100 amp	35	NA	200
TX301, non-SE, 200 amp	42	NA	200
TX301, non-SE, 400 amp	65	NA	200
TX301, Service Entrance Rated, 100 amp	35 (SE Rating)	NA	200
TX301, Service Entrance Rated, 200 amp	42 (SE Rating)	NA	200
TX301, Service Entrance Rated, 400 amp	65 (SE rating)	NA	200
TX611, Service Entrance Rated, 100 amp	35	22	200
TX611, Service Entrance Rated, 200 amp	42	22	200
TX611, Service Entrance Rated, 400 amp	65	35	200

## 5.02 Tests and Certification

- C. The complete ATS shall be factory tested to ensure proper operation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency and time delay settings are in compliance with the specification requirements.
- D. The ATS manufacturer shall be certified to ISO 9001: 2015 International Quality Standard and the manufacturer shall have third party certification verifying quality assurance in design/development, production, installation and servicing in accordance with ISO 9001: 2015.

## 5.03 Service Representation

- C. The ATS manufacturer shall support a service organization of company-employed personnel located throughout the contiguous United States. The service center's personnel must be factory trained and must be on call 24 hours a day, 365 days a year.
- D. The manufacturer shall maintain records of switch shipments, by serial number, for a minimum of 10 years.

## 5.04 Warranty

*(The following section lists a range of warranty coverage options. Select Basic or Comprehensive warranty, followed by the desired warranty coverage period. Delete the other paragraph.)*

- B. The manufacturer shall provide a **Comprehensive Warranty** for 2-years, covering replacement parts, labor, and limited technician travel costs for covered warranty repairs.

## **GENERATOR INSTALLATION**

### **Village Street Fire Station**

#### **11. Generator Installation**

##### **11.1. Installer Qualifications**

- 11.1.1. The installer must engage regularly in the installation of automatic standby generator systems.
- 11.1.2. Installation to be performed by a factory authorized representative of the manufacture. A letter/certification of compliance to install industrial grade generator equipment must be submitted with the bid.
- 11.1.3. The installer must be licensed to do business in the State of Maine and must have all required licenses and insurances required by the Town of Lisbon, ME.
- 11.1.4. Startup technician must be trained by the manufacture for the equipment being installed and have obtained their EGSA certification.

#### **12. Equipment**

- 12.1. The basis of design is a Generac SD60 generator and a Generac TX 200a service entrance rated transfer switch.
- 12.2. Provide a single sourced, single manufacture generator and transfer switch package. Generator and transfer switch must be sourced/branded from the same manufacture.

#### **13. Installation Scope**

- 13.1. Provide and install qty 1 – 60kw 1p3w 240/120v diesel fueled generator per the “GENERATOR SPECIFICATION”
- 13.2. Provide and install qty 1 – 200-amp 1p 3w 240/120v transfer switch per the “TRANSFER SWITCH SPECIFICATION”.
- 13.3. Feeders/branch circuits – copper feeders for wire smaller than #4 AWG, copper feeders for #4 AWG and larger, stranded for #10 AWG and smaller, stranded for #8 AWG and larger. Insulation to be rated at 600v. Aluminum xhhw maybe permitted over 3/0 in size.
- 13.4. All underground conduit to be PVC Schedule 40. Any conduit installed inside the building to be EMT.
- 13.5. Provide and install 250mcm XHHW Aluminum conductors in 2.5” conduit from the meter trim to the transfer switch, and from the transfer switch to the main electrical panel.



- 13.6. Provide and install 250mcm XHHW Aluminum conductors in 2.5" conduit from the generator main line circuit breaker to the transfer switch. Terminate as required.
- 13.7. Provide and install a two wire start circuit from the transfer switch to the generator and terminate as required.
- 13.8. Provide and install a 120/240v 30-amp circuit from the main panel to the generator to power the block heater, battery charger, and accessory receptacle. Provide circuit in 1" conduit.
- 13.9. Provide and install required 12v dc and communications cabling from the generator to the remote annunciator. Annunciator to be installed in a suitable location as determined in the walk through. Provide circuits in a 1" conduit. Communications cabling to be RS485 shielded computer cabling Beldon 3105a or equivalent.
- 13.10. Provide and install generator emergency stop button per code.
- 13.11. Generator to be bolted to the concrete pad utilizing stainless steel hardware, specific hardware size by generator manufactures installation manual.
- 13.12. Transfer switch to be mounted to the outside of the building next to the meter trim, specific hardware sized by transfer switch manufactures installation manual.
- 13.13. Fire caulk any penetrations where required.
- 13.14. Provide and install a concrete pad, pad to be sized to fit the layout of the generator + provide a 12" buffer from the edge of the pad to the base tank. Thickness of the pad per manufactures recommendations. Add rebar as required.
- 13.15. Provide all trenching and backfilling as required.
- 13.16. Hay and seed any disturbed areas.
- 13.17. Provide temporary backup generator to feed the facility during transfer switch tie in if required.
- 13.18. Provide all labor, materials, equipment etc... required to install a complete functioning system, unless otherwise stated as supplied by others.
- 13.19. Include all required freight and rigging to deliver and install the generator and transfer switch.
- 13.20. Provide first tank of fuel, filled to 90% of tank capacity prior to testing. Fuel to be ultra-low sulfur diesel.
- 13.21. Provide load bank testing and building load testing as per the Generator Specifications.



- 13.22. Provide training as per the Generator Specifications.
- 13.23. Remove existing transfer switch and diesel generator.



## **GENERATOR SPECIFICATION**

### **Public Works Garage**

#### **14. General**

##### **14.1. Description of System & Site**

14.1.1. Provide a 80 kW integrated, standby power system to supply electrical power at 120/208 Volts, 60 Hertz, 3 Phase. The system will utilize generators rated 80 kW. The generator shall consist of a liquid cooled diesel engine, a synchronous AC alternator, and system controls with all necessary accessories for a complete operating system, including but not limited to the items as specified hereinafter.

14.1.2. The site is an NEC ordinary location with no specific harsh environment requirements.

14.1.3. The genset shall be applied at the listed ambient and elevation. Bidders to submit the generators rated power output at 110 ambient (°F) and 500 elevation (Ft).

14.1.4. Bidders are to submit the genset's sound level in dBA at 23 ft based on the configuration specified.

##### **14.2. Requirements of Regulatory Agencies**

14.2.1. An electric generating system, consisting of a prime mover, generator, governor, coupling and all controls, must have been tested, as a complete unit, on a representative engineering prototype model of the equipment to be sold.

14.2.2. The generator set must conform to applicable NFPA requirements.

14.2.3. The generator set must include a listing for the UL2200 standard for stationary engine generator assembly.

14.2.4. The generator set must meet EPA federal emission guidelines for stationary emergency power generation.

##### **14.3. Manufacturer Qualifications**

14.3.1. This system shall be supplied by an original equipment manufacturer (OEM) who has been regularly engaged in the production of engine-alternator sets, automatic transfer switches, and associated controls for a minimum of 25 years, thereby identifying one source of supply and responsibility. Approved suppliers are Generac Industrial Power or an approved equal.

14.3.2. The manufacturer shall have printed literature and brochures describing the standard series specified, not a one of a kind fabrication.

14.3.3. Manufacturer's authorized service representative shall meet the following criteria:

- 14.3.3.1. Certified, factory trained, industrial generator technicians
- 14.3.3.2. Service support 24/7
- 14.3.3.3. Service location within 200 miles
- 14.3.3.4. Response time of 4 hours
- 14.3.3.5. Service & repair parts in-stock at performance level of 95%
- 14.3.3.6. EGSA certified technicians

#### **14.4. Submittals**

14.4.1. Engine Generator specification sheet

14.4.2. Controls specification sheet(s)

14.4.3. Installation / Layout dimensional drawing

14.4.4. Wiring schematic

14.4.5. Sound data

14.4.6. Emission certification

14.4.7. Warranty statement

NFPA 110 required AHJ documentation: Proto type test report; Certification of torsional compatibility; NFPA compliance statement; and Certification of rated load testing

14.4.9. Alternator thermal damage and decrement curves

14.4.10. Generator protective device time current curves

### **15. Engine**

#### **15.1. Engine Rating and Performance**

15.1.1. The prime mover shall be a liquid cooled, diesel fueled, turbocharged after-cooled engine of 4-cycle design. It will have adequate horsepower to achieve rated kW output with at an operating speed of 1800 RPM.

15.1.2. The engine shall support a 100% load step.

15.1.3. The generator system shall support generator start-up and load transfer within 10 seconds.

15.1.4. The generator shall accept a load step of 80 kW with a maximum frequency dip of 15 Hz.

#### **15.2. Engine Oil System**



15.2.1. Full pressure lubrication shall be supplied by a positive displacement lube oil pump. The engine shall have a replaceable oil filter(s) with internal bypass and replaceable element(s).

15.2.2. The engine shall operate on mineral based oil. Synthetic oils shall not be required.

15.2.3. The oil shall be cooled by an oil cooler which is integrated into the engine system.

### 15.3. **Engine Cooling System**

15.3.1. The engine is to be cooled with a unit mounted radiator, fan, water pump, and closed coolant recovery system. The coolant system shall include a coolant fill box which will provide visual means to determine if the system has adequate coolant level. The radiator shall be designed for operation in 122 degrees F, (50 degrees C) ambient temperature.

15.3.2. The engine shall have (a) unit mounted, thermostatically controlled water jacket heater(s) to aid in quick starting. The wattage shall be as recommended by the manufacturer.

15.3.3. Engine coolant and oil drain extensions, equipped with pipe plugs and shut-off valves, must be provided to the outside of the mounting base for cleaner and more convenient engine servicing.

15.3.4. A radiator fan guard must be installed for personnel safety that meets UL and OSHA safety requirements.

### 15.4. **Engine Starting System**

15.4.1. Starting shall be by a solenoid shift, DC starting system.

15.4.2. The engine's cranking batteries shall be lead acid. The batteries shall be sized per the manufacturer's recommendations. The batteries shall be the largest available by the manufacturer for this generator size. The batteries supplied shall meet NFPA 110 cranking requirements of 90 seconds of total crank time. Battery specifications (type, amp-hour rating, cold cranking amps) to be provided in the submittal.

15.4.3. The genset shall have an engine driven, battery charging alternator with integrated voltage regulation.

15.4.4. The genset shall have an automatic dual rate, float equalize, 10 amp battery charger. The charger must be protected against a reverse polarity connection. The chargers charging current shall be monitored within the generator controller to support remote monitoring and diagnostics. The battery charger is to be factory installed on the generator set. Due to line voltage drop concerns, a battery charger

mounted in the transfer switch will be unacceptable.

#### **15.5. Engine Fuel System**

- 15.5.1. The engine fuel system shall be designed for operation on #2 diesel fuel and cold weather diesel blends.
- 15.5.2. The engine shall include a primary fuel filter, water separator, manual fuel priming pump, and engine flexible fuel lines must be installed at the point of manufacture. Element shall be replaceable paper type.
- 15.5.3. The engines suction line shall be fitted with a check valve to secure prime for the engines injection pump.

#### **15.6. Engine Controls**

- 15.6.1. Engines that are equipped with an electronic engine control module (ECM), shall monitor and control engine functionality and seamlessly integrate with the genset controller through digital communications. ECM monitored parameters shall be integrated into the genset controllers NFPA 110 alarm and warning requirements. All ECM fault codes shall be displayed at the genset controller in standard language – fault code numbers are not acceptable.
- 15.6.2. For engines without ECM functionality or for any additional genset controller monitoring, sensors are to be conditioned to a 4-20ma signal level to enhance noise immunity and all sensor connections shall be sealed to prevent corrosion.
- 15.6.3. Engine speed shall be controlled with an integrated isochronous governor function with no change in alternator frequency from no load to full load. Steady state regulation is to be 0.25%.

#### **15.7. Engine Exhaust & Intake**

- 15.7.1. The engine exhaust emissions shall meet the EPA emission requirements for standby power generation.
- 15.7.2. The manufacturer shall supply its recommended stainless steel, flexible connector to couple the engine exhaust manifold to the exhaust system. A rain cap will terminate the exhaust pipe after the silencer. All components must be properly sized to assure operation without excessive back pressure when installed.
- 15.7.3. The manufacturer shall supply a critical grade exhaust silencer as standard. For applications with site specific sound requirements (reference section 1.1), the silencer shall be selected to achieve site sound levels.



15.7.4. For gensets in a weather or sound attenuated enclosure, all exhaust piping from the turbo-charger discharge to the silencer shall be thermally wrapped to minimize heat dissipation inside the enclosure.

15.7.5. The engine intake air is to be filtered with engine mounted, replaceable, dry element filters.

## **16. Alternator**

16.1. The alternator shall be the voltage and phase configuration as specified in section 1.1.1.

16.2. The alternator shall be a 4-pole, revolving field, stationary armature, synchronous machine. The excitation system shall utilize a brushless exciter with a three phase full wave rectifier assembly protected against abnormal transient conditions by a surge protector. Photo-sensitive components will not be permitted in the rotating exciter.

16.3. The alternator shall include a permanent magnet generator (PMG) for excitation support. The system shall supply a minimum short circuit support current of 300% of the rating for 10 seconds.

16.4. The alternator shall support 141 skVA with a maximum voltage dip of 35 %.

16.5. Three phase alternators shall be 12 lead, broad range capable of supporting voltage reconnection. Single phase alternators shall be four lead and dedicated voltage designs (600v) shall be six lead. All leads must be extended into a NEMA 1 connection box for easy termination. A fully rated, isolated neutral connection must be included by the generator set manufacturer.

16.6. The alternator shall use a single, sealed bearing design. The rotor shall be connected to the engine flywheel using flexible drive disks. The stator shall be direct connected to the engine to ensure permanent alignment.

16.7. The alternator shall meet temperature rise standards of UL2200 (120 degrees C). The insulation system material shall be class "H" capable of withstanding 150 degrees C temperature rise.

The alternator shall be protected against overloads and short circuit conditions by advanced control panel protective functions. The control panel is to provide a time current algorithm that protects the alternator against short circuits. To ensure precision protection and repeatable trip characteristics, these functions must be implemented electronically in the generator control panel -- thermal magnetic breaker implementation are not acceptable.

## **17. Controls**

17.1. The generator control system shall be a fully integrated microprocessor based



control system for standby emergency engine generators meeting all requirements of NFPA 110 level 1.

- 17.2. The generator control system shall be a fully integrated control system enabling remote diagnostics and easy building management integration of all generator functions. The generator controller shall provide integrated and digital control over all generator functions including: bi-fuel control, engine protection, alternator protection, speed governing, voltage regulation and all related generator operations. The generator controller must also provide seamless digital integration with the engine's electronic engine control module (ECM) if so equipped. Generator controller's that utilize separate voltage regulators and speed governors or do not provide seamless integration with the engine management system are considered less desirable.
- 17.3. Communications shall be supported with building automation via the Modbus protocol without network cards. Optional internet and intranet connectivity shall be available.
- 17.4. The control system shall provide an environmentally sealed design including encapsulated circuit boards and sealed automotive style plugs for all sensors and circuit board connections. The use of non-encapsulated boards, edge cards, and pc ribbon cable connections are considered unacceptable.
- 17.5. Circuit boards shall utilize surface mount technology to provide vibration durability. Circuit boards that utilize large capacitors or heat sinks must utilize encapsulation methods to securely support these components.
- 17.6. A predictive maintenance algorithm that alarms when maintenance is required. The controller shall have the capability to call out to the local servicing dealer when maintenance is required.
- 17.7. Diagnostic capabilities should include time-stamped event and alarm logs, ability to capture operational parameters during events, simultaneous monitoring of all input or output parameters, callout capabilities, support for multi-channel digital strip chart functionality and .2 msec data logging capabilities.
- 17.8. In addition to standard NFPA 110 alarms, the application loads should also be protected through instantaneous and steady state protective settings on system voltage, frequency, and power levels.
- 17.9. The control system shall provide pre-wired customer use I/O: 4 relay outputs (user definable functions), communications support via RS232 and RS485. Additional I/O must be an available option.
- 17.10. Customer I/O shall be software configurable providing full access to all alarm, event, data logging, and shutdown functionality. In addition, custom ladder logic functionality inside the generator controller shall be supported to provide application support flexibility. The ladder logic function shall have access to all the controller inputs and customer assignable outputs.

- 17.11. The control panel will display all user pertinent unit parameters including: engine and alternator operating conditions; oil pressure and optional oil temperature; coolant temperature and level alarm; fuel level (where applicable); engine speed; DC battery voltage; run time hours; generator voltages, amps, frequency, kilowatts, and power factor; alarm status and current alarm(s) condition per NFPA 110 level 1.

## **18. Engine / Alternator Packaging**

- 18.1. The engine/alternator shall be isolated from the generator frame with rubber isolators. The packaging shall not require the addition of external spring isolators. A mainline, electronic LSI circuit breaker carrying the UL mark shall be factory installed. The breaker shall be rated at 200 amps. The line side connections are to be made at the factory. Output lugs shall be provided for load side connections.

### **18.3. Enclosure**

- 18.3.1. The genset shall be packaged with a **weather protective** enclosure.
- 18.3.2. The enclosure shall be made of steel with a minimum thickness of 16 gauge. The enclosure is to have hinged, removable doors to allow access to the engine, alternator and control panel. The hinges shall allow for door fit adjustment. Hinges and all exposed fasteners will be stainless steel or Sermagard coated. The use of pop-rivets weakens the paint system and not allowed on external painted surfaces. Each door will have lockable hardware with identical keys.
- 18.3.3. The enclosure shall be coated with electrostatic applied powder paint, baked and finished to manufacturer's specifications. The color will be manufacturer's standard. The enclosure shall utilize an upward discharging radiator hood. Due to concerns relative to radiator damage, circulating exhaust, and prevailing winds, equipment without a radiator discharge hood will not be acceptable.
- 18.3.5. The genset silencer shall be mounted on the discharge hood of the enclosure. Due to architectural concerns, silencers mounted on the top of the generator enclosure are not acceptable. Gensets with silencers mounted inside the main generator compartment are acceptable only if the silencer is thermally wrapped to minimize heat stress on the surrounding components.

### **18.4. Sub-base fuel tank**

- 18.4.1. The packaging shall include a double wall, sub-base mounted, UL142 listed fuel tank. The tank shall be sized to provide 24 hours of run time at full load.
- 18.4.2. The tank shall include fuel suction and return connections, normal and emergency vents, secondary containment emergency vent and rupture basin sensor, mechanical fuel level indication and a stub-up area convenient for electrical conduit entry.



18.4.3. The fuel tank shall use an electric fuel sensor to provide an analog indication of fuel level. The controller shall have a warning indication on low fuel level and provide optional shutdown functionality for low, low fuel level.

18.4.4. The fuel tank must be supplied by the engine-generator set manufacturer and be installed before shipment.

## **19. Loose Items**

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

### **19.2. Spare Parts:**

19.2.1. Fuses: One spare set

19.2.2. Filters One spare set (air, fuel, oil)

19.3. Provide an NFPA 110/99 compliant alarm annunciator panel for remote indication. The panel shall have an ALARM switch that when moved to the OFF position silences the audible alarm. A TEST/RESET switch must be included to verify the lights are functional and reset any condition after it has cleared. The annunciator shall be controlled using RS485 communications from the generator controller. Annunciators requiring individual contacts and wires per indication point are not preferred.

## **20. Additional project requirements**

### **20.1. Factory testing**

20.1.1. Before shipment of the equipment, the engine-generator set shall be tested under rated load for performance and proper functioning of control and interfacing circuits. Tests shall include:

20.1.1.1. Verify voltage & frequency stability.

20.1.1.2. Verify transient voltage & frequency dip response.

20.1.1.3. Load test the generator for 1 hour.

### **20.2. Manuals**

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

### **20.3. Installation**

20.3.1. Contractor shall install the complete electrical generating system including all external fuel connections in accordance with requirements of NEC, NFPA, and the manufacturer's recommendations. See attached installation guide.



#### 20.4.      **Service**

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

#### 20.5.      **Warranty**

20.5.1. The standby electric generating system components, complete genset and instrumentation panel shall be warranted by the manufacturer against defective materials and factory workmanship for a period of two (2) years. Such defective parts shall be repaired or replaced at the manufacturer's option, free of charge for parts, labor and travel.

20.5.2. The warranty period shall commence when the standby power system is first placed into service. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided. Also, in the judgment of the specifying authority, the manufacturer supplying the warranty for the complete system must have the necessary financial strength and technical expertise with all components supplied to provide adequate warranty support.

#### 20.6.      **Startup and Commissioning**

20.6.1. The supplier of the electric generating plant and associated items covered herein shall provide factory trained technicians to validate the completed installation and to perform an initial startup inspection to include:

20.6.1.1.            Ensuring the engine starts (both hot and cold) within 10 seconds.

20.6.1.2.            Verification of engine parameters within specification.

20.6.1.3.            Verify no load frequency and voltage, adjusting if required.

20.6.1.4.            Test all automatic shutdowns of the engine-generator.

7.8.2.5. Perform a load test for 1 hours using building load. In addition to the building load test, load the generator at 30% for 30 minutes, 50 % for 30 minutes, and 100% for 60 minutes utilizing a resistive load bank. Provide block load demonstration and record results. Provide testing data. Record Voltage, Amperage, Frequency, KW, KVA, PF, Engine Temp, Engine RPM, Oil Pressure.

## **7.9. Training**

7.9.1. Training is to be supplied by the start-up technician for the end-user during commissioning. The training should cover basic generator operation and common generator issues that can be managed by the end-user.

7.9.2. Training is to include manual operation of system.

# **TRANSFER SWITCH SPECIFICATION**

## **Public Works Garage**

### **PART 1 GENERAL**

#### **1.01 Scope**

Furnish and install automatic transfer switch(es) with number of poles, amperage, voltage, and withstand current ratings as shown on the plans. Each automatic transfer shall consist of a mechanically held power transfer switch unit and a microprocessor controller, interconnected to provide complete automatic operation. All transfer switches and control panels shall be the product of the same manufacturer.

Scope is based on a Generac TX 601 400 amp non service entrance rated transfer switch, 120/208v three phase.

#### **1.02 Acceptable Manufacturers**

Automatic transfer switches shall be Generac TX Series, including the TX301 and TX611. Any alternate shall be submitted to the consulting engineer in writing at least 10 days prior to bid. Each alternate bid must list any deviations from this specification.

#### **1.03 Codes and Standards**

The automatic transfer switches and accessories shall conform to the requirements of:

- U. UL 1008 - Standard for Automatic Transfer Switches
- V. NFPA 70 - National Electrical Code (2017 version and later for start circuit monitoring)
- W. NEC Articles 700, 701, 702, 708
- X. NFPA 99 – Health Care Facilities
- Y. NFPA 110 – Emergency and Standby Power Systems
- Z. IEEE Standard 446 – IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
- AA. NEMA Standards ICS10, MG1, MG250, ICS6, AB1
- BB. ANSI C62.41
- CC. International Standards Organization: ISO 8528, 9001.
- DD. Where seismic rating and/or certification is required: IBC 2018, OSHPD

### **PART 2 PRODUCTS**

#### **2.01 Mechanically Held Transfer Switch**



- Q. The transfer switch unit shall be an electrically operated single-mechanism and mechanically held. The switch shall be mechanically interlocked to ensure only one of two possible positions, normal or emergency.
- R. The switch shall be positively locked and unaffected by momentary outages so that contact pressure is maintained at a constant value and temperature rise at the contacts is minimized for maximum reliability and operating life.
- S. All main contacts shall be silver composition. Switches shall have segmented blow-on construction for high withstand current capability and be protected by separate arcing contacts.
- T. A manual operating handle shall be provided for maintenance purposes.
- U. Designs utilizing components of or parts thereof which are not intended for continuous duty, repetitive switching or transfer between two active power sources are not acceptable.
- V. Where neutral conductors must be switched, the ATS shall be provided with fully rated neutral transfer contacts.
- W. Where neutral conductors are to be solidly connected, a neutral terminal plate with fully rated AL-CU pressure connectors shall be provided.
- X. The switch shall be capable of the following methods of transfer: Open with In-Phase transition only, Time Delay in Neutral transition, or In-Phase transition with a default to Time Delay in Neutral.

## **2.02 TXC-100 Controller with Integrated User Interface Panel**

- Q. The controller shall be connected to the transfer switch by an interconnecting wiring harness. The harness shall include a keyed disconnect plug to enable the controller to be disconnected from the transfer switch for routine maintenance.
- R. The controller shall direct the operation of the transfer switch. The controller's sensing and logic shall be controlled by a built-in microprocessor for maximum reliability, minimum maintenance, and include standard on-board serial communications capability.
- S. A user accessible USB port shall be provided to facilitate firmware updates, uploading of switch operational parameters, downloading of event history and switch operational statistics. This USB port shall be front accessible without opening the ATS door.
- T. The controller shall provide single and three phase capability for maximum application flexibility and minimal spare part requirements. Voltage sensing shall be true RMS type and shall be accurate to  $\pm 1\%$  of nominal voltage. Frequency sensing shall be accurate to  $\pm 0.1\text{Hz}$ . Time delay settings shall be accurate to  $\pm 0.5\%$  of the full-scale value of the time delay. The panel shall be capable of operating over a temperature range of  $-20$  to  $+70$  degrees C.
- U. The controller power supply shall be field-configurable to operate on 120V through 480V systems without the need for transformers.
- V. Control logic shall be backed up with a rechargeable, user-replaceable lithium-ion battery that shall also maintain control power for up to 60 minutes in the event no source power is available.
- W. The controller shall be enclosed with a protective cover and be mounted separate from the transfer switch unit for safety and ease of maintenance.
- X. The controller shall meet or exceed the requirements for Electromagnetic Compatibility (EMC) as follows:

17. IEC 61000 – 4 – 3 Radiated RF Field Immunity

18. IEC 61000 – 4 – 4 Electrical Fast Transient/Burst Immunity
19. IEC 61000 – 4 – 5 Surge Immunity
20. IEC 61000 – 4 – 6 Conducted RF Immunity
21. IEC 61000 – 4 -11 Voltage Dips and Interruptions
22. EN 61000 – 6 - 2 Industrial Immunity Requirements EN 61000-6-4 - Radiated Emissions
23. EN 61000 – 6 - 4 Conducted Emissions
24. CISPR 11 – Conducted RF Emissions and Radiated RF Emissions

## **2.03 Enclosure**

- I. The ATS shall be furnished in a NEMA 1 enclosure unless otherwise shown on the plans.
- J. Provide a temperature and humidity controlled anti-condensation heater for all NEMA 3R and 4X enclosed units. Heater shall be an available option on NEMA 1 enclosures, when called for on plans. Heater cover to indicate a hot surface.
- K. The switch mechanism and controller shall be easily removable from the enclosure in the field. This requirement will facilitate easy single-person installation on wall mounted switches, conduit fitting, and cable pulling while minimizing risk of damage and/or contamination of ATS components during the install process.
- L. Controller human interface and USB port shall be visible and operational through the enclosure door, without the need for personal protective equipment, avoiding arc-flash hazard for routine checks of the controller status.

## **PART 3 OPERATIONS**

### **3.01 Controller Display and Keypad**

- I. A backlit four-line graphical LCD display and human interface shall be an integral part of the controller for viewing all available data and setting desired operational parameters. Operational parameters shall also be available for viewing and limited control through the RS-485 communications port.
- J. All instructions and controller settings shall be easily accessible, readable and accomplished without the use of codes, calculations, or instruction manuals.
- K. The user interface shall be provided with test/reset modes. The test mode will simulate a normal source failure. The reset mode shall bypass the time delays on either transfer to emergency or retransfer to normal.
- L. The following parameters shall only be adjustable only by authorized service personnel:
  7. Nominal line voltage and frequency
  8. Single or three phase sensing on normal
  9. Transfer operating mode configuration, (open transition, or delayed transition)

### **3.02 Voltage and Frequency Sensing**



- C. Voltage and frequency on both the normal and emergency sources (as noted below) shall be continuously monitored, with the following pickup, dropout, and trip settings capabilities; values shown as percentage of nominal unless otherwise specified.

<b>Voltage and Frequency Settings</b>	<b>Range</b>	<b>Default Value</b>
Source 1 (Normal) is Genset	Yes or No	No
Source 1 Undervoltage Dropout	50-97%	85%
Source 1 Undervoltage Pickup	52-99%	90%
Source 1 Overvoltage Dropout	105-120%	110%
Source 1 Overvoltage Pickup	103-118%	105%
Source 1 Underfrequency Dropout	90-97%	90%
Source 1 Underfrequency Pickup	91-99%	95%
Source 1 Overfrequency Dropout	103-110%	105%
Source 1 Overfrequency Pickup	101-109%	102%
Source 1 Voltage Imbalance Drop	5-20%	5%
Source 1 Voltage Imbalance Pickup	3-18%	3%
Source 1 Warmup Time	0-1800s	3s
Source 1 Cooldown Time	0-1800s	1800s
Source 1 Minimum Run Time	300-1800s	1200s
Source 2 is Generator	Yes or No	Yes
Source 2 Undervoltage Dropout	50-97%	85%
Source 2 Undervoltage Pickup	52-99%	90%
Source 2 Overvoltage Dropout	105-120%	110%
Source 2 Overvoltage Pickup	103-118%	105%
Source 2 Underfrequency Dropout	90-97%	90%
Source 2 Underfrequency Pickup	91-99%	99%
Source 2 Overfrequency Dropout	103-110%	105%
Source 2 Overfrequency Pickup	101-109%	102%



Source 2 Voltage Imbalance Drop	5-20%	5%
Source 2 Voltage Imbalance Pickup	3-18%	3%
Source 2 Minimum Run Time	300-1800s	1200s
Source 2 Warmup Time	0-1800s	3s
Source 2 Cooldown Time	0-1800s	1800s
Phase Rotation Check	ABC, CBA, OFF	ABC
Supply Overvoltage	350 VAC	Fixed
Manual Return to Normal	Yes or No	
Time Delay Settings		
Transfer to Emergency	120s max	30s
Re-transfer to Normal	1,800s max	1,800s
Time Delay Neutral	120s max	30s
Engine Cool Down	300-1,800s	1,800s
Delayed Transition Time	120s max	120s
Elevator Signal	120s max	30s
In Phase Transfer	Yes or No	
In Phase Synchronization	Time 60-3600s	300s
Preferred Source	S1, S2	S1
Voltage Imbalance Enable	Yes or No	
Voltage Imbalance Timeout	10-30s max	20s

- J. Repetitive accuracy of all settings shall be within 1% at +25C
- K. Voltage and frequency settings shall be field adjustable in 1% increments either locally with the display and keypad or remotely via RS-485 communications port access.
- L. Source status screens shall be provided for both normal & emergency to provide digital readout of voltage and frequency.
- M. The backlit graphical display shall have multiple language capability. Languages can be selected from the user interface.

### 3.03 Time Delays

- U. A **Line Interrupt** delay shall be provided to override momentary normal source outages, delay all transfer and engine starting signals; adjustable 0 to 120 seconds. It shall be possible to bypass the time delay from the controller user interface.
- V. An **Engine Warm Up** delay shall be provided for extended engine RPM stabilization where fast transfer to the emergency source is not required; adjustable 0 to 1,800 seconds. It shall be possible to bypass the time delay from the controller user interface.
- W. A **Transfer to Emergency** delay shall be provided for controlled sequencing of loads to the emergency source; adjustable from 0 to 120 seconds. It shall be possible to bypass the time delay from the controller user interface.
- X. A **Retransfer to Normal** delay shall be provided to ensure stability of the normal source, adjustable from 0 to 1,800 seconds. Time delay shall be automatically bypassed if the emergency source fails and normal source is acceptable.

- Y. An **Engine Minimum Runtime** delay shall be provided to reduce nuisance starts when the normal source power is unstable but does not trigger a transfer to the emergency source, adjustable from 5 to 30 minutes. Operates in conjunction with Engine Cool Down delay.
- Z. An **Engine Cool Down** delay shall be provided; adjustable 300 – 1,800 seconds.
- AA. A **Delayed Transition** delay shall be provided to ensure sufficient time for motor voltage decay for transition between live sources; adjustable from 0 – 120 seconds.
- BB. An **Elevator Signal Before Transfer** output signal shall be provided to drive an external relay for selective load disconnect control. The controller shall have the ability to activate an adjustable 0 to 120 second delay in any of the following modes:
13. Prior to transfer only.
  14. Prior to and after transfer.
  15. Normal to emergency only.
  16. Emergency to normal only.
  17. Normal to emergency and emergency to normal.
  18. All transfer conditions or only when both sources are available.
- CC. For special applications (i.e. three-sources), the option to select the **Preferred Source**.
- DD. All adjustable time delays shall be field adjustable without the use of special tools or software.

**Time Delay Summary Table:**

<b>Time Delay Description</b>	<b>Range</b>	<b>Default Value</b>
Line Interrupt Delay	0 – 120 sec.	3 sec.
Engine Warm Up Delay	0 – 1,800 sec.	3 sec.
Transfer to Emergency	0 – 120 sec.	3 sec.
Retransfer to Normal	0 – 1,800 sec.	1,800 sec.
Engine Minimum Run Time	5 – 30 min.	5 min.
Engine Cool Down	300 – 1,800 sec.	1,800 sec.
Delayed Transition (Center Off Position)	0 – 120 sec.	120 sec.
Elevator Signal Before Transfer	0 – 120 sec.	0 sec.
Preferred Source	Normal (S1), Emerg. (S2)	Normal (S1)

### 3.04 External Control Interfaces and Indicators

- CC. Communications connectors, user interface and display shall be accessible and usable without presenting an arc-flash hazard.
- DD. Customer inputs shall be optically isolated for wider compatibility with external systems. This will protect the controller from external surges and transient voltages.
- EE. Surge Protection for the ATS controls shall be provided.
- FF. Replaceable fuses to protect the power supply to the ATS control panel.
- GG. A set of contacts rated 5 amps, 30 VDC shall be provided for a low-voltage **engine start** signal. The start signal shall prevent dry cranking of the engine by requiring the generator set to reach proper output and run for the duration of the Engine Minimum



Runtime setting, regardless of whether the normal source restores before the load is transferred.

- HH. Engine starting contacts shall facilitate start-circuit monitoring to comply with the 2017 and later versions of NFPA 70 Article 700.10 (D)(3).
- II. Two sets of Form-C auxiliary contacts, rated 10 amps, 250 VAC shall be provided to indicate the switch actuator position, including center-off for Time Delay Neutral switches or a Permissive (Emergency Inhibit) condition.
- JJ. A single **General Alarm** (summary alarm) indication shall light up the alert indicator and de-energize the configured common alarm output relay for external monitoring.
- KK. LED indicating lights shall be provided; one to indicate when the ATS is connected to the normal source and one to indicate when the ATS is connected to the emergency source.
- LL. LED indicating lights shall be provided and energized by controller outputs. The lights shall provide true source availability of the normal and emergency source, as determined by the voltage sensing trip and reset settings for each source.
- MM. LED indicating light shall be provided to indicate switch not in automatic mode (manual).
- NN. LED indicating light shall be provided to indicate any alarm condition.
- OO. The controller shall have two programmable inputs and one programmable output as standard; with an optional expansion board to add up to four programmable input/outputs. Programmable I/O conditions shall include:

Programmable Output	Programmable Input
Source 1 – Two Wire Start	Permissive (Emergency Inhibit)
Source 2 – Two Wire Start	Remote Engine Fast Test
Engine Exercising	Remote Engine Normal Test
Engine Warmup	ATS Timer
Signal Before Transfer	Initiate Demand Response
General Alarm	
Source 1 Good	
Source 2 Good	

- PP. System Status - The controller LCD display shall include a System Status screen which shall be accessible from any point in the menu system by depressing the “ESC” key until you arrive at the System Status screen. This screen shall display a clear description of the active operating sequences and switch position. Operational status information displayed shall include:

9. Source 1 status (good or bad)
10. Source 2 status (good or bad)
11. Any active timer
12. Permissive (Emergency Inhibit when active)

### 3.05 Transfer and Exercise Controls

The following standard features shall be built into the controller, capable of being activated through keypad programming as required by the user:



- I. Provide the ability to select “commit/no commit to transfer” to determine whether the load should be transferred to the emergency generator if the normal source restores before the generator is ready to accept the load.
- J. An engine generator exercising timer shall be provided to configure daily, day of week, weekly, bi-weekly, or monthly testing of an engine generator set at a specified time of day with or without load for a programmable period of time (Engine Minimum Runtime).
- K. Terminals shall be provided for a remote contact to signal the ATS to transfer to emergency for remote test. Test signal can be enabled through the keypad or digital input. Transfer to emergency for demand response can be enabled by a digital input.
- L. **For In-Phase Transfer Switch Designs:** An in-phase monitor shall be provided in the controller such that the transfer occurs with less than ten degrees phase angle difference between sources. The monitor shall control transfer so that motor load inrush currents do not exceed normal starting currents and shall not require external control of power sources. In-phase switch transfer time shall not exceed 25ms.

### **3.06 Data Logging and Diagnostics**

Controllers that require multiple screens to determine system status or display “coded” system status messages, which must be explained by references in the operator’s manual are not permissible.

- G. Controller & Contactor Health Monitoring with visual and auxiliary contact status shall be provided.
- H. Communications Interface – The controller shall be capable of interfacing, through a standard RS-485 serial communication port with a network of transfer switches.
- I. Data Logging – The controller shall have the ability to log data and to maintain the last 200 events, even in the event of total power loss. The following events shall be time and date stamped and maintained in a non-volatile memory:
  - 13. Date, time and reason for transfer normal to emergency
  - 14. Date, time and reason for transfer emergency to normal
  - 15. Date, time and reason for engine start
  - 16. Date and time engine stopped
  - 17. Date and time emergency source available
  - 18. Date and time emergency source not available

## **PART 4 ADDITIONAL FEATURES AND ACCESSORIES**

### **4.01 Additional Features**

- G. Manual Generator Retransfer

## **PART 5 ADDITIONAL REQUIREMENTS**

### **5.01 Withstand and Closing Ratings**

- C. The ATS shall be rated to close on and withstand the available RMS symmetrical short circuit current at the ATS terminals with the type of overcurrent protection shown on the plans. WCR

ATS ratings shall be as follows when used with specific circuit breakers (*Delete rows not applicable to project*):

ATS Type and Size	Specific Breaker Rating (kA)	3-cycle rating (kA)	Class J Fuse (kA)
TX301, non-SE, 100 amp	35	NA	200
TX301, non-SE, 200 amp	42	NA	200
TX301, non-SE, 400 amp	65	NA	200
TX301, Service Entrance Rated, 100 amp	35 (SE Rating)	NA	200
TX301, Service Entrance Rated, 200 amp	42 (SE Rating)	NA	200
TX301, Service Entrance Rated, 400 amp	65 (SE rating)	NA	200
TX611, Service Entrance Rated, 100 amp	35	22	200
TX611, Service Entrance Rated, 200 amp	42	22	200
TX611, Service Entrance Rated, 400 amp	65	35	200

## 5.02 Tests and Certification

- E. The complete ATS shall be factory tested to ensure proper operation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency and time delay settings are in compliance with the specification requirements.
- F. The ATS manufacturer shall be certified to ISO 9001: 2015 International Quality Standard and the manufacturer shall have third party certification verifying quality assurance in design/development, production, installation and servicing in accordance with ISO 9001: 2015.

## 5.03 Service Representation

- E. The ATS manufacturer shall support a service organization of company-employed personnel located throughout the contiguous United States. The service center's personnel must be factory trained and must be on call 24 hours a day, 365 days a year.
- F. The manufacturer shall maintain records of switch shipments, by serial number, for a minimum of 10 years.

## 5.04 Warranty

*(The following section lists a range of warranty coverage options. Select Basic or Comprehensive warranty, followed by the desired warranty coverage period. Delete the other paragraph.)*

- C. The manufacturer shall provide a **Comprehensive Warranty** for 2-years, covering replacement parts, labor, and limited technician travel costs for covered warranty repairs.



## **GENERATOR INSTALLATION**

### **Public Works Garage**

#### **21. Generator Installation**

##### **21.1. Installer Qualifications**

- 21.1.1. The installer must engage regularly in the installation of automatic standby generator systems.
- 21.1.2. Installation to be performed by a factory authorized representative of the manufacture. A letter/certification of compliance to install industrial grade generator equipment must be submitted with the bid.
- 21.1.3. The installer must be licensed to do business in the State of Maine and must have all required licenses and insurances required by the Town of Lisbon, ME.
- 21.1.4. Start up technician must be trained by the manufacture for the equipment being installed and have obtained their EGSA certification.

#### **22. Equipment**

- 22.1. The basis of design is a Generac SD80 generator and a Generac TX 400a non service entrance rated transfer switch.
- 22.2. Provide a single sourced, single manufacture generator and transfer switch package. Generator and transfer switch must be sourced/branded from the same manufacture.

#### **23. Installation Scope**

- 23.1. Provide and install qty 1 – 80kw 3p 4w 208/120v diesel fueled generator per the “GENERATOR SPECIFICATION”
- 23.2. Provide and install qty 1 – 400-amp 3p 4w 208/120v transfer switch per the “TRANSFER SWITCH SPECIFICATION”.
- 23.3. Feeders/branch circuits – copper feeders for wire smaller than #4 AWG, copper feeders for #4 AWG and larger, stranded for #10 AWG and smaller, stranded for #8 AWG and larger. Insulation to be rated at 600v. Aluminum xhhw maybe permitted over 3/0 in size.
- 23.4. All underground conduit to be PVC Schedule 40. Any conduit installed inside the building to be EMT.
- 23.5. The main disconnect for the public works garage is in the waste disposal building, and is fed 400 amps.
- 23.6. Intercept the feed at the public works building and remove the “LB” entering the building.



Rework conduit as required to enter the building to the right of the window. Splicing allowed as long as the splices are made with compression butt splices with heat shrink, size junction box or wire way per NEC.

23.7. Install new transfer switch inside to the left of the window. Public works to remove lockers.

23.8. Refeed existing main distribution panel from the transfer switch.

23.9. Provide and install a two wire start circuit from the transfer switch to the generator and terminate as required.

23.10. Provide and install a 120/208v 30-amp circuit from the main panel to the generator to power the block heater, battery charger, and accessory receptacle. Provide circuit in 1" conduit.

23.11. Provide and install required 12v dc and communications cabling from the generator to the remote annunciator. Annunciator to be installed in a suitable location as determined in the walk through. Provide circuits in a 1" conduit. Communications cabling to be RS485 shielded computer cabling Beldon 3105a or equivalent.

23.12. Provide and install generator emergency stop button per code.

23.13. Generator to be bolted to the concrete pad utilizing stainless steel hardware, specific hardware size by generator manufactures installation manual.

23.14. Transfer switch to be mounted to the outside of the building next to the meter trim, specific hardware sized by transfer switch manufactures installation manual.

23.15. Fire caulk any penetrations where required.

23.16. Provide and install a concrete pad, pad to be sized to fit the layout of the generator + provide an 12" buffer from the edge of the pad to the base tank. Thickness of the pad per manufactures recommendations. Add rebar as required.

23.17. Provide all trenching and backfilling as required.

23.18. Provide temporary backup generator to feed the facility during transfer switch tie in if required.

23.19. Provide all labor, materials, equipment etc... required to install a complete functioning system, unless otherwise stated as supplied by others.

23.20. Include all required freight and rigging to deliver and install the generator and transfer switch.

23.21. Provide first tank of fuel, filled to 90% of tank capacity prior to testing. Fuel to be ultra-low sulfur diesel.

23.22. Provide load bank testing and building load testing as per the Generator Specifications.

23.23. Provide training as per the Generator Specifications.

23.24. Public works to remove existing generator and enclosure.



**TOWN OF LISBON**  
**GENERATOR FOR THREE TOWN BUILDINGS**  
**BID NO. 2021-010**

**To receive consideration, the Proposal Form must be filled in and signed.**

**PROPOSAL FORM MAIN STREET FIRE STATION:**

The undersigned hereby declares that he has carefully examined the specifications and that he/she proposes and agrees, if this proposal is accepted, to provide the items identified in his/her proposal in accordance with the specifications listed; and that he/she will accept full payment therefor the following sum:

**Generator:**

Description	Amount
<b>Item 1:</b> (1) 60kw generator: Main Street Fire Station, 30 Main St, Lisbon Falls, ME 04252	\$

Specify base warranty terms	years
Cost for an extended warranty (if any)	\$

YEAR / MAKE / MODEL	
STATE DELIVERY TIME	
STATE TERMS	
<b><u>TOTAL COST</u></b>	\$

.....  
**Transfer Switch:**

Description	Amount
<b>Item 1:</b> (1) Transfer Switch: Main Street Fire Station, 30 Main St, Lisbon Falls, ME 04252	\$

Specify base warranty terms	years
Cost for an extended warranty (if any)	\$



<b>MAKE / MODEL</b>	
<b>STATE DELIVERY TIME</b>	
<b>STATE TERMS</b>	
<b><u>TOTAL COST</u></b>	\$

.....

**Installation:**

<b>Description</b>	<b>Amount</b>
<b>Item 1:</b> (1) Install a 60kw generator; (1) Transfer Switch: Main Street Fire Station, 30 Main St, Lisbon Falls, ME 04252	\$
<b>Item 2:</b> Service upgrade to 200 amp: Main Street Fire Station, 30 Main St, Lisbon Falls, ME 04252	\$
<b>Item 3:</b> Generator Enclosure: Main Street Fire Station, 30 Main St, Lisbon Falls, ME 04252	\$
<b>Item 4:</b>	\$
<b>Total Cost</b>	\$

<b>Specify base warranty terms</b>	<b>years</b>
<b>Cost for an extended warranty (if any)</b>	\$

<b>STATE DELIVERY TIME</b>	
<b>STATE TERMS</b>	
<b><u>TOTAL COST</u></b>	\$

.....

**Total Cost for Main Street Fire Station:**

Include all amounts per each unit

<b>GENERATOR</b>	\$
<b>TRANSFER SWITCH</b>	\$
<b>INSTALLATION</b>	\$
<b><u>TOTAL COST</u></b>	\$

## **PROPOSAL FORM VILLAGE STREET FIRE STATION:**

The undersigned hereby declares that he has carefully examined the specifications and that he/she proposes and agrees, if this proposal is accepted, to provide the items identified in his/her proposal in accordance with the specifications listed; and that he/she will accept full payment therefor the following sum:

### **Generator:**

<b>Description</b>	<b>Amount</b>
<b>Item 1:</b> (1) 60kw generator: Village Street Fire Station, 41 Village St, Lisbon, ME 04250	\$

<b>Specify base warranty terms</b>	<b>years</b>
<b>Cost for an extended warranty (if any)</b>	\$

<b>YEAR / MAKE / MODEL</b>	
<b>STATE DELIVERY TIME</b>	
<b>STATE TERMS</b>	
<b><u>TOTAL COST</u></b>	\$

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### **Transfer Switch:**

<b>Description</b>	<b>Amount</b>
<b>Item 1:</b> (1) Transfer Switch: Village Street Fire Station, 41 Village St, Lisbon, ME 04250	\$

<b>Specify base warranty terms</b>	<b>years</b>
<b>Cost for an extended warranty (if any)</b>	\$

<b>MAKE / MODEL</b>	
<b>STATE DELIVERY TIME</b>	
<b>STATE TERMS</b>	
<b><u>TOTAL COST</u></b>	\$



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**Installation:**

Description	Amount
<b>Item 1:</b> (1) Install a 60kw generator; (1) Transfer Switch: Village Street Fire Station, 41 Village St, Lisbon, ME 04250	\$
<b>Item 2:</b> Generator Enclosure: Village Street Fire Station, 41 Village St, Lisbon, ME 04250	\$
<b>Item 3:</b>	\$
<b>Total Cost</b>	\$

<b>Specify base warranty terms</b>	<b>years</b>
<b>Cost for an extended warranty (if any)</b>	\$

<b>STATE DELIVERY TIME</b>	
<b>STATE TERMS</b>	
<b><u>TOTAL COST</u></b>	\$

.....

**Total Cost for Village Street Fire Station:**

Include all amounts per each unit above.

<b>GENERATOR</b>	\$
<b>TRANSFER SWITCH</b>	\$
<b>INSTALLATION</b>	\$
<b><u>TOTAL COST</u></b>	\$

## **PROPOSAL FORM PUBLIC WORKS GARAGE:**

The undersigned hereby declares that he has carefully examined the specifications and that he/she proposes and agrees, if this proposal is accepted, to provide the items identified in his/her proposal in accordance with the specifications listed; and that he/she will accept full payment therefor the following sum:

### **Generator:**

<b>Description</b>	<b>Amount</b>
<b>Item 1:</b> (1) 80kw generator: Public Works Garage, 14 Capital Ave, Lisbon Falls, ME 04252	\$

<b>Specify base warranty terms</b>	<b>years</b>
<b>Cost for an extended warranty (if any)</b>	\$

<b>YEAR / MAKE / MODEL</b>	
<b>STATE DELIVERY TIME</b>	
<b>STATE TERMS</b>	
<b><u>TOTAL COST</u></b>	\$

.....

### **Transfer Switch:**

<b>Description</b>	<b>Amount</b>
<b>Item 1:</b> (1) Transfer Switch: Public Works Garage, 14 Capital Ave, Lisbon Falls, ME 04252	\$

<b>Specify base warranty terms</b>	<b>years</b>
<b>Cost for an extended warranty (if any)</b>	\$

<b>MAKE / MODEL</b>	
<b>STATE DELIVERY TIME</b>	
<b>STATE TERMS</b>	
<b><u>TOTAL COST</u></b>	\$

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**Installation:**

Description	Amount
<b>Item 1:</b> (1) Install a 60kw generator; (1) Transfer Switch: Public Works Garage, 14 Capital Ave, Lisbon Falls, ME 04252	\$
<b>Item 2:</b> Generator Enclosure: Public Works Garage, 14 Capital Ave, Lisbon Falls, ME 04252	\$
<b>Item 3:</b>	\$
<b>Total Cost</b>	\$

Specify base warranty terms	years
Cost for an extended warranty (if any)	\$

STATE DELIVERY TIME	
STATE TERMS	
<b><u>TOTAL COST</u></b>	\$

.....

**Total Cost for Public Works Garage:**

Include all amounts per each unit

<b>GENERATOR</b>	\$
<b>TRANSFER SWITCH</b>	\$
<b>INSTALLATION</b>	\$
<b><u>TOTAL COST</u></b>	\$



<b>FIRM</b>	
<b>TAX ID/ DUNS #</b>	
<b>SIGNED BY</b>	
<b>PRINTED OR TYPED NAME</b>	
<b>PRINTED OR TYPED TITLE</b>	
<b>ADDRESS</b>	
<b>E-MAIL ADDRESS</b>	
<b>TELEPHONE #</b>	
<b>DATE</b>	

**TOWN OF LISBON**  
**GENERATOR FOR THREE TOWN BUILDINGS**  
**BID NO. 2021-010**

**PROPOSAL**

To:           Town Manager  
              Lisbon Town Office,  
              300 Lisbon Street  
              Lisbon, Maine 04250

The undersigned hereby declares that he/she has carefully examined the location of the proposed work, the proposed Contract Form and the Contract Documents therein referred to and that he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the Town of Lisbon, by its Town Manager to provide all machinery, tools, labor, equipment and other means of construction and to do all the work and to furnish all the materials, except those specified in the Specifications to be furnished by the Town (if any), necessary to complete the work in the manner and time therein prescribed at a time of **TBD**, in accordance with the conditions and requirements set forth in the Contract Documents and the requirements of the Public Works Director as provided for therein; and that he/she will accept in full payment therefore the following sums to wit:

The undersigned acknowledges the receipt of Addenda numbered \_\_\_\_\_.

The undersigned further agrees that, after notification by the Town Manager of the acceptance of his/her Proposal and the readiness of the Contract for signature, and before commencement of any work, he/she will stand by for final approval from Counsel during the next Council meeting following the acceptance of the proposal; and that once Counsel has accepted the proposal, he/she will prosecute the work to its completion within the time limit specified in the Supplemental Specifications.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Lisbon and of the State of Maine, in that order.

The undersigned hereby further declares that the only persons or parties interested in this Proposal, as principals, are named below; that the Proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the Town of Lisbon is directly or indirectly interested in this Proposal or in any contract which may be made under it or in profits expected to arise therefrom, except as provided by the Town Ordinance. The full names and addresses of all persons and parties interested in this Proposal, as principals, are as follows (Give first and last names in full; and in the case of a Corporation, give names and addresses of President, Treasurer and Manager; and in case of a Partnership, give names and addresses of members):

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Company Name	
Signature	
Title	
Printed Name	
Physical Address	
Mailing Address	
Firm's IRS ID # /DUNS#	
Date	
Phone #	
Fax #	
E-Mail Address	



**TOWN OF LISBON**  
**GENERATOR FOR THREE TOWN BUILDINGS**  
**BID NO. 2021-010**

**CONTRACT**

This Agreement, made and entered into the date listed below, in the year two thousand and twenty two between the Town of Lisbon, Maine, a municipal corporation existing under the laws of the State of Maine, hereinafter called "Owner", by its Town Manager, party of the first part, and

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Hereinafter called "Contractor", with legal address and principal place of business at:

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Party of the second part.

WITNESSETH:

That the parties to these presents, each in consideration of the covenant and agreements on the part of the other herein contained, have covenanted and agreed and do hereby covenant and agree, the party of the first part for itself and the party of the second part for himself/herself and his/her heirs, executors, administrators and assigns under the penalties expressed in the Performance Bond and the Labor and Material Payment Bond as follows:

That this Agreement includes the following documents, hereinafter referred to as Contract Documents, which are attached hereto and incorporated by reference into this Agreement:

- A. Request for Proposal
- B. Notice to Contractors
- C. Generator Specification - *Main St Fire Station*
- D. Transfer Switch Specification - *Main St Fire Station*
- E. Generator Installation - *Main St Fire Station*
- F. Generator Specification - *Village St Fire Station*
- G. Transfer Switch Specification - *Village St Fire Station*
- H. Generator Installation - *Village St Fire Station*
- I. Generator Specification - *Public Works Garage*
- J. Transfer Switch Specification - *Public Works Garage*
- K. Generator Installation - *Public Works Garage*
- L. Proposal Form
- M. Contract Form
- N. Contract Plans, if any
- O. Addenda, if any
- P. Notice of Award
- Q. Notice to Proceed

- R. Supplemental Specifications
- S. General Provisions
- T. Federal Conditions, if any

That the party of the second part will do all the work, furnish all the materials, tools and equipment, except as otherwise specified, and do everything necessary and proper for performing and faithfully completing the work required by the Contract Documents in strict conformity with the provisions of the Contract Documents within the time specified in the Special Provisions, Plans, and the Standard and Supplemental Specifications. That the party of the first part will pay the party of the second part as full compensation for well and faithfully completing the whole work according to the Contract Documents as follows:

All work is to be completed by: **TBD**

The party of the second part represents and warrants:

- A. That he/she is financially solvent; and is experienced in and competent to perform the work; and is able to furnish the plant, materials, supplies, labor, and equipment to be furnished by him/her; and,
- B. That he/she is familiar with all Federal, State, Municipal and Departmental laws, ordinances and regulations which may in any way affect the work or those employed therein; and,
- C. That such temporary and permanent work required by the Contract Documents to be done by him/her can be satisfactorily constructed and used for the purposes for which it is intended; and that such construction will not injure any person or damage any property other than that damage caused by the construction; and,
- D. That he/she has carefully examined the Contract Documents and the site of the work; and from his/her own investigation has satisfied himself/herself as to the nature and location of the work, the character, quality and quantity of surface and subsurface material likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions; and all the other materials and conditions which may in any way affect the work or its performance.

If you are proposing to use any subcontractors, please list them here along with references for them. They will need written permission from the Town Manager as well as the required insurance coverage and certificate of insurance submitted to the Town Manager.

IN WITNESS WHEREOF, the said Town, by its Town Manager and the said

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By its \_\_\_\_\_ thereunto duly authorized have hereunto set their hands and seals the date below written.

Signed in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Diane Barnes, Town Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_



**TOWN OF LISBON**  
**GENERATOR FOR THREE TOWN BUILDINGS**  
**BID NO. 2021-010**

**NOTICE OF AWARD**

To:

The Town of Lisbon has considered the BID submitted by you for the above described work in response to its Advertisement for Bids dated December 15, 2021 and Information for Bidders.

You are hereby notified that your BID has been accepted for the **GENERATOR FOR THREE TOWN BUILDINGS** for a total award of \_\_\_\_\_. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Security and certificates of insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of the proposal accepted by Counsel, said Town of Lisbon will be entitled to consider all your rights arising out of the Town acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the Town of Lisbon.

Dated this: \_\_\_\_\_

By: \_\_\_\_\_  
Town Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by (firm) \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2021

By: \_\_\_\_\_

Title: \_\_\_\_\_

**TOWN OF LISBON**  
**GENERATOR FOR THREE TOWN BUILDINGS**  
**BID NO. 2021-010**

**NOTICE TO PROCEED**

To:

You are hereby notified to proceed with the work entitled **GENERATOR FOR THREE TOWN BUILDINGS**, together with all necessary appurtenances, and to diligently prosecute the work.

You are instructed to immediately take the necessary steps for execution of the work following the acceptance of the proposal by Counsel (or other start time as specified) and that the work is to be completed by **TBD** as stated in the Contract.

By: \_\_\_\_\_  
Town Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF LISBON**  
**GENERATOR FOR THREE TOWN BUILDINGS**  
**BID NO. 2021-010**

**DIVISION 10**  
**SUPPLEMENTAL SPECIFICATIONS**

**10.00 SCOPE OF WORK:**

The Town requires materials and labor by the contractor to:

- A. Furnish and install a 60kw generator, transfer switch and new 200-amp service with enclosure outside at Main Street Fire Station.
- B. Furnish and install a 60kw generator and transfer switch with enclosure outside at Village Street Fire Station.
- C. Furnish and install a 80kw generator and transfer switch with enclosure outside at the Public Works Garage.

**10.01 SAFETY**

The Contractor shall conform to all OSHA Safety Requirements and those of any other pertinent regulatory agencies. The Contractor shall erect signage and traffic control devices in compliance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). The appropriate number of Flaggers shall be used to assist traffic and pedestrians in safely passing thru the work zone. At the end of the shift the work zone shall be properly secured allowing the safe passage of motor vehicles and pedestrians. Any work that is required to be performed at night shall conform to MUTCD and Department of Labor requirements.

**10.02 PRE-BID CONFERENCE:**

**Friday, December 21, 2021** which will be at all three locations the town is currently requesting generator bids for.

- 1:00pm at Fire Station, 41 Village St, Lisbon
- 2:00pm at Public Works, 14 Capital Ave, Lisbon Falls
- 3:00pm at Fire Station, 30 Main St, Lisbon Falls

**10.03 BID AWARD OR REJECTION**

After notification by the Town Manager of the acceptance of his/her Proposal and the readiness of the Contract for signature, and before commencement of any work, he/she will stand by for final approval from Counsel during the next Council meeting following the acceptance of the proposal; and that once Counsel has accepted the proposal, he/she will prosecute the work to its completion within the time limit specified in the Supplemental Specifications. The Town reserves the right to reject any or all bids. The contract shall be awarded to one contractor, based upon total price of the Base Bid or in combination of Base Bid, with any/all alternatives, depending on the availability of funding or as being in the best interest of the Town.



#### **10.04 TIME LIMIT**

All work is to be completed by **TBD** or otherwise stated in the Contract. The Contractor shall be aware that the work to be done will not necessarily be continuous and that the Contractor shall perform the work in accordance with the requirements of the Town as established from time to time throughout the progress of the work

#### **10.05 GENERAL CONDITIONS**

A. All materials entering into the installation, except as hereinafter noted, must be new and of the quality specified; otherwise, of the best commercial quality obtainable for the purpose. All parts to be worked, and the erection thereof, must be performed in the best and most substantial manner in accordance with the standards of the trade.

B. The Contractor shall visit the building site and shall take such measurements as necessary, to determine the actual conditions and follow this specification so that he/she may properly install and safely complete his/her work, as outlined in the specifications.

#### **10.06 ERRORS OR OMISSIONS**

A. Should any errors, omissions, or conflicts exist in the Specifications, the Contractor and/or subcontractors concerned, shall not avail themselves of such unintentional error, omission, or conflict, but shall have same explained and adjusted before signing the Contract and proceeding with the work. Otherwise, each Contractor or subcontractor shall, at his/her own expense, supply the proper materials and labor to make good any damage to, or defect in, his/her work caused by such error, omission, or conflict.

B. Any items inadvertently omitted from the Specifications, which are necessary for the proper completion and operation of the work, and that can reasonably be inferred as belonging to the various systems, shall be supplied by the Contractor as part of his/her work under this section of the Specifications.

#### **10.07 EXTRA WORK ORDERS - CREDITS**

A. No extra work will be paid for unless authorized by the Town Manager in writing. Where extra work is required, the Contractor shall provide an itemized account of the work involved and shall take into consideration any credits due to work omitted for any reason. Estimates shall clearly list such omitted work with proper credit given for same.

#### **10.08 SITE INVESTIGATION**

The Contractor shall examine the Specifications and sites of work and from his/her investigation, determine the nature and location of the work, the general and local conditions, particularly those bearing on access, quantity and quality of the surfaces, the machinery and services required to complete the project as required by the Contract Documents, and all other aspects of the work.

#### **10.09 PRECONSTRUCTION CONFERENCE**

A Preconstruction Conference will be held between the Contractor and the Town of Lisbon, at a mutually agreed time, to review the Contractor's proposed methods of complying with the requirements of the Specifications, and the Regulations of the Town. The Contractor shall give the Public Works Director a

work schedule, a list of suppliers and subcontractors, and all other information required by the Contract at that time.

#### **10.10 INSPECTION**

The Contractor shall perform a detailed inspection of the existing area, and report to the Fire Chief for both Fire Stations and or the Public Works Director at the Garage the extent of any hidden damages not obvious on the surface from visual observation.

#### **10.11 REPAIR OF DAMAGES**

The Contractor shall take the necessary precautions to avoid any damage to Town property or adjacent properties as a result of the work. The Contractor must get the Code Enforcement Officer's approval regarding the method of accessing the work areas. Additionally, any Town property or adjacent property, which is damaged as a result of the work, shall be repaired or replaced by the Contractor at his/her expense.

#### **10.12 GUARANTEE**

The Contractor shall and hereby does warrant and guarantee that all work executed under this division shall be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance. The Contractor shall further warrant that all materials furnished under this division and all work executed under this division are in accordance with all applicable laws, regulations, codes, etc.

#### **10.13 CONTACT INFORMATION**

The Public Works Director is the Town of Lisbon's contact person and addressee for receiving all technical communications about the Proposal. Address any and all inquiries and comments regarding the Project by telephone, fax, E-mail, or letter to:

Town of Lisbon Fire Department  
Nathan Leclair, Fire Chief  
300 Lisbon Street  
Lisbon, ME 04250  
Phone (office): (207) 353-3000 ext. 121  
Fax: 207-353-3007  
[nleclair@lisbonme.org](mailto:nleclair@lisbonme.org)

Town of Lisbon  
Randy Cyr, Public Works Director  
300 Lisbon Street  
Lisbon, ME 04250  
Phone (office): (207) 353-3000 ext. 116  
Phone (cell): (207) 576-8694  
Fax: 207-353-3007  
[rcyr@lisbonme.org](mailto:rcyr@lisbonme.org)



**TOWN OF LISBON**  
**GENERATOR FOR THREE TOWN BUILDINGS**  
**BID NO. 2021-010**

**DIVISION 20**  
**GENERAL PROVISIONS**  
**STANDARD SPECIFICATIONS**

**20.01 SCOPE:**

Provisions of these Specifications within the scope shall be modified or changed only in writing. These Standard Specifications will be amended by Supplemental Specifications as necessary and by Contract Plans.

The Supplemental Specifications and Contract Plans delineate the particular project to which the Contract Documents pertain. Should any discrepancy be found to exist between the Standard Specifications and the Supplemental Specifications and/or the Contract Plans, the Supplemental Specifications and/or Contract Plans shall govern.

**20.02 DEFINITIONS:**

**A. Contract Documents:** Whenever the term Contract Documents, or a pronoun in its stead, is used, it shall mean and include, but not necessarily limited to, these items: The Notice to Contractors, the Proposal, the Contract, the Supplemental Specifications, the Standard Specifications, the Contract Plans, any other documents included with these Specifications and attached thereto, and any Addenda to the above issued prior to the date of this Contract.

**B. Contractor:** Whenever the term Contractor, or a pronoun in its stead, is used, it shall mean the person or persons or co-partnership or corporation or other entity which has entered into this agreement or their legal representative.

**C. Owner:** Whenever the term Owner, or a pronoun in its stead is used, it shall mean the Town of Lisbon, acting through its designated officials and/or employees.

**D. Project Manager:** Whenever the term Project Manager, or a pronoun in its stead, is used, it shall mean the Public Works Director of the Town of Lisbon or his/her assistants or inspector acting under him/her or his/her duly authorized representatives acting for him/her, limited to the particular duties entrusted to them.

**F. ASTM:** Whenever the abbreviation ASTM is used, it shall mean the American Society for Testing Materials; and, unless otherwise stated, refer to the latest revision of the particular standard.

**G. Specification:** Whenever the term Specifications or a pronoun in its stead is used, it shall mean and include the Standard Specifications as herein set forth and any Supplemental Specifications included in the Contract Documents.

**H. Contract Plans:** Whenever the term Contract Plans, or a pronoun in their stead, is used, it shall mean and include all drawings, graphic representations, diagrams and any notes or explanations thereon supplied to the Contractor before the date of this Contract.



**I. Lump Sum Bid Price:** Whenever the term Lump Sum Bid Price, Lump Sum Bid, Lump Sum or a pronoun in their stead is used, it shall mean the amount of money mutually agreed to by the Contractor to furnish the labor, machinery, tools, apparatus and other means of construction and for doing all the work and furnishing all material called for by the Contract Documents except rock excavation and those items specifically stated as being considered extra work or for which unit prices have been established in the Contract and Proposal.

**J. Unit Bid Price:** Whenever the term Unit Bid Price, Unit bid, Unit Price or a pronoun in their stead is used, it shall mean the amount of money mutually agreed to by the Contractor and the City as full payment to the Contractor for furnishing all necessary labor, materials and equipment (except that which is specifically excluded in the Supplemental and Standard Specifications and Contract Plans) necessary to do one unit of work, i.e., the unit price for one cubic yard of excavation multiplied by the actual number of cubic yards excavated, yields the total payment for the work done.

#### **20.03 INSURANCE AND LIABILITY:**

The Contractor shall take all responsibility of the work and take all precautions for preventing injuries to persons and property in or about the work; shall bear all losses resulting to him/her on account of the amount or character of the work or because the nature of the land in or on which the work is done is different from what was estimated or expected or on account of the weather, elements or other cause; and he/she shall assume the defense of and indemnify and save harmless the Town and its officers, agents and servants from all claims relating to labor and materials furnished for the work; to inventions, patents and patent rights used in doing the work; to injuries to any person or corporation received or sustained by or from the Contractor and his/her employees in doing the work, or in consequence of any improper materials, implements or labor used therein; and to any act, omission or neglect of the Contractor and his/her employees therein.

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the Town of Lisbon as additional insured. Certificate of such insurance shall be filed with the Town Manager for his/her approval before permission to commence work will be granted.

#### **20.04 INSURANCE REQUIREMENTS**

##### **A. Claims:**

The Town of Lisbon will not be held responsible for any damages or injuries arising out of any project activity for the Town. Any related claim will be referred to the Contractor. The contractor may wish to make personal restoration within a reasonable amount of time at the property owner's satisfaction or process a claim with their insurance carrier.

##### **B. Insurance:**

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below **naming the Town of Lisbon as additional insured**. Certificate of such insurance shall be filed with the Town Manager prior to execution of the Contract.

##### **C. Workers' Compensation:**

Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$400,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.



**D. Automotive Liability Insurance:**

Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate.

**E. General Liability Insurance:**

General Liability insurance with minimum limits of liability for bodily injury in the amount of five hundred thousand (\$500,000) for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of five hundred thousand (\$500,000) for each occurrence, including completed operations shall be required.

**F. Performance Bond and Labor and Material Payment Bond** in the sum of the total amount of the Contractor's proposal with a surety company satisfactory to the Owner will be required as surety for the faithful performance of the Contract by the successful bidder. The bonds will be required prior to execution of the Contract.

**20.05 DISPUTE RESOLUTION COSTS AND EXPENSES:**

In the event of any dispute between or involving the Town of Lisbon and Contractor, whether resolved by arbitration, litigation or some other mechanism of dispute resolution, in the event that the Town shall be a prevailing party, Contractor shall reimburse the Town for its attorney's fees and costs reasonably incurred in connection with the resolution of the dispute.

**20.06 LAWS AND REGULATIONS:**

The Contractor shall keep himself/herself informed of all existing and future State and Federal laws and Municipal ordinances and regulations which in any way affect those engaged or employed in the work, or the materials used in the work; or in any way affect the conduct of the work and of all orders and decrees of bodies of tribunals having any jurisdiction is discovered in the Plans or Specifications or Contract for this work in relation to any such law, ordinance, regulation, order or decree, he/she shall forthwith report the same to the Project Manager/Town Manager in writing. He/she shall at all times himself/herself observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Town and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself/herself or his/her employees.

**20.07 PERMITS:**

The Contractor shall, at his/her own expense, obtain all necessary permits from the County, Municipal or other public authorities, shall give all notices required by law or ordinances; and shall post all bonds and pay fees and charges incident to the due and lawful prosecution of the work covered by this Contract.

**20.08 ESTIMATES AND PAYMENTS:**

The Project Manager will, each month, make an approximate estimate of the amount of work done since the last preceding estimate and of the value thereof, and upon such estimate being made, the Town will pay to the Contractor ninety (90%) per cent of the estimate; provided, however, that no such estimate or payment shall be required to be made when, in the judgment of the Project Manager, the total value of the work done since the last estimate or payment amounts to less than three hundred (\$300.00) dollars. Payment may at



any time be withheld if the work is not proceeding in accordance with the provisions of this Contract. The Project Manager may, if he/she deems it expedient so to do, cause estimates to be made more frequently than once in each month, and he/she may approve payments to be made more frequently to the Contractor. The Project Manager may at his/her option retain, temporarily or permanently, a smaller amount than aforesaid, and may approve payment to the Contractor, either temporarily or permanently from time to time during the progress of the work, of such portion of the retained amount as he/she may deem prudent. The Owner may keep any money which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damage incurred by the Owner and determined as herein; and may retain, until all claims are settled, so much of such money as the Director shall be of the opinion will be required to settle all claims against the Owner, its officers, agents or servants.

#### **20.09 FINAL ESTIMATE AND PAYMENT:**

It is further mutually agreed that whenever, in the opinion of the Project Manager, the Contractor shall have completely performed all the work embraced in this Contract, the Project Manager shall proceed with all reasonable diligence to measure the work and shall make out the final estimate for the same and shall certify the same in writing; and his/her certificate shall state the whole amount of the payments previously paid and the amount retained in all previous estimates. Within the term of thirty (30) days after the date of such final estimate, the Town will pay to the said Contractor the amount due. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Provided that nothing herein contained shall be construed to affect the right of the Town by its Project Manager hereby reserved, to reject the whole or any portion of the aforesaid work should the said certificate or certificates be found or known to be inconsistent with the terms of this Agreement or otherwise improperly given.

#### **20.10 LAST PAYMENT TO TERMINATE LIABILITY OF CITY:**

No person or corporation other than the signer of this Contract as Contractor now has any interest hereunder, and no claim shall be made or be valid; and neither the Town, nor its Manager or Council, nor any member or agent thereof, shall be liable for, or be held to pay any money, except as provided for in Sections 20.07, 20.08, 20.16, and 20.33 of the Standard Specifications and in the Contract. The Acceptance by the Contractor of the last payment aforesaid shall operate as and shall be a release to the Town, its Manager, its Council, and every member or agent thereof, from all claim or liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Town, or of any person relating to or affecting the work, except the claim against the Town for the remainder, if any there be of the amount kept or retained as provided for in Section 20.07.

#### **20.11 SITE INVESTIGATION:**

The Contractor shall examine the Plans, Specifications and site of the work and from his/her own investigation, determine the nature and location of the work, the general and local conditions, particularly those bearing on access, transportation, quality and quantity of surface and sub-surface materials to be encountered, and all other aspects of the work, machinery and services required to complete the project as required by the Contract Documents. The Town will not be responsible for any understanding or representation made by any Town employee during or prior to negotiation and execution of the Contract, unless such understanding or representation shall be in writing and become a part of the Contract Documents.



#### **20.12 BORINGS AND ESTIMATE OF QUANTITIES NOT WARRANTED:**

It is expressly understood and mutually agreed to by the parties hereto that the quantities of the various classes of work to be done and materials to be furnished under this Contract have been estimated and are approximate and only for the purpose of comparing on a uniform basis the bids offered for the work. It is also understood that the Contractor has made his/her proposal from his/her own examinations and estimates and shall not hold the Town, its agents or employees responsible for or bound by any schedule, estimate, sounding, boring or any plan thereof as being even approximately correct; and should the Contractor encounter quicksand or other difficulties, he/she shall have no claim on that account; and he/she shall, if any error in any plan, drawing, specification or direction relating to anything to be done under this Contract comes to his/her knowledge, report it at once to the Engineer. The Contractor further agrees that neither the Town of Lisbon, nor the Project Manager, nor either of them separately or together are to be held responsible that any of the quantities be found even approximately correct in the construction of the work, and that the Contractor will make no claim for anticipated profits or for loss of profit because of a difference between the quantities of the various classes of work actually done, or of the materials actually delivered, and any estimated quantities stated in the bids. The Contractor hereby agrees that he/she will complete the entire work to the satisfaction of the Project Manager and in accordance with the Specifications and Plans herein mentioned and at the prices agreed upon and fixed therefore. No increases in the unit prices will be made due to a change in the quantity for a bid item.

#### **20.13 COMMENCEMENT OF WORK:**

The Contractor agrees to commence the work required in the Contract Documents within ten (10) days after the signing of the Contract and deliverance of the Bond, unless otherwise specified in the Supplemental Specifications or directed by the Project Manager; and at his/her own cost and expense do and complete all the work and furnish all the labor, machinery, tools and materials, except as specified in the Supplemental Specifications, and to do everything required to build and put into complete working order for the Town of Lisbon the work described in the Contract Documents.

#### **20.14 TIME AND ORDER OF DOING WORK:**

The Contractor agrees that the work shall be commenced and carried on at such points and in such order of precedence and at such times and seasons as may from time to time be directed by the Project Manager.

It is further agreed that no work shall be done under this Contract on Saturdays or Sundays or on days declared by the State Legislature as Legal Holidays, except in cases of emergency and then only with the consent in writing of the Project Manager; nor shall any work be done at night unless authorized in writing by the Project Manager. The Contractor shall make his/her work week conform to that of the Lisbon Town Office. When permission is granted to perform work during times other than this work week, the Contractor shall reimburse the Town for any costs for inspection during these periods.

#### **20.15 NO DAMAGES FOR DELAY:**

The Project Manager may delay the beginning of the work or any part thereof if the Town shall not have obtained possession of the land in or upon which the same is to be performed or if for any other reason it becomes necessary to do so. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to so much additional time wherein to perform and complete this Contract on his/her part as the Project Manager shall certify in writing to be just. Whenever any part of the work covered by this Agreement is done in part by or connects with the work so as to accommodate the work of the other



contractors and to cooperate with such contractors in mutual agreements as to all such work, and no contractor shall have a claim against the Town growing out of the negligence or delay of any other contractor or contractors; but each contractor shall be liable to every other contractor for any such delay or negligence.

**20.16 COMPETENT PERSONNEL TO BE EMPLOYED:**

The Contractor shall employ only competent personnel to do the work; and whenever the Project Manager shall notify the Contractor, in writing, that any person on the work is, in his/her opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed on it except with the consent of the Project Manager.

**20.17 NOT TO SUBLET OR ASSIGN:**

The Contractor shall give his/her personal attention constantly to the faithful prosecution of the work, shall keep the same under his/her personal control and shall not assign, by power of attorney or otherwise, nor sublet the work or any part thereof, without the previous written consent of the Project Manager; and shall not, either legally or equitably, assign any of the money payable under this Agreement or his/her claim thereto, unless by and with the like consent of the Project Manager.

**20.18 DIRECTIONS AND EXPLANATIONS, CORRECTIONS OF ERRORS:**

The Plans and Specifications are understood to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either of them, the parties hereto further agree that the explanation and decision of the Project Manager shall be final and binding on the Contractor; and all directions or explanations required or necessary to complete any of the provisions of this Contract and these Specifications and give them due effect shall be given by the Project Manager. Correction of any error in the Plans or Specifications may be made by the Project Manager, when such correction is necessary for the proper fulfillment of the intention of such Plans or Specifications, the effect of such correction to date from the time that the Project Manager gives due notice in writing to the Contractor.

**20.19 DUTY TO NOTIFY PROJECT MANAGER IF AMBIGUITIES DISCOVERED:**

The Contractor shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") contained in the Plans and Specifications that may significantly affect the cost, quality, conformity, or timeliness of the work. If the Contractor discovers any such ambiguity, etc., for which the Contractor may seek adjustments to compensation, time, or other Contract requirements, the Contractor shall provide a written notice stating the nature of the ambiguity, etc. within forty eight (48) hours of discovering or being notified of the ambiguity and before performing any work related to the ambiguity, etc., as provided in Section 20.19 – Early Negotiation. Failure to provide such written notice in compliance with the Contract shall constitute a waiver of all claims related to the ambiguity, etc.

**20.20 EARLY NEGOTIATION:**

**A. Notice Required:** When the Contractor becomes aware of facts or circumstances that may cause the Contractor to seek additional compensation, time, or any other change in the requirements of the Plans and Specifications ("Issue"), then the Contractor shall notify the Project Manager in writing within forty eight (48) hours of identification of the issue and at least 48 hours before commencing any part of the Work relating to the Issue. The notice must describe the basic nature and extent of the Issue.



Such notice may be verbal only if confirmed in writing in one of the two following ways: (A) if a Progress Meeting is held within fourteen (14) days of the date that the Issue became known, such Notice may be confirmed with an entry in the Progress Meeting minutes. Such entry must describe the basic nature and extent of the Issue. (B) Otherwise, the Contractor shall confirm a verbal notice by delivering to the Project Manager, within fourteen (14) days of the date the Issue arose, a Written Notice that describes the basic nature and extent of the Issue.

The written notice or confirmation will be known as a "Notice of Issue for Consideration". The Contractor will not be entitled to any additional compensation, time, or any other change to the requirements of the Plans and Specifications without a timely Notice of Issue for Consideration.

**B. Negotiation:** When the Project Manager receives the Notice of an Issue for Consideration conforming to Section 20.19 A. Notice Required, the Project Manager and the Contractor will negotiate in good faith to attempt to resolve the Issue. Any resolution will be noted in the Progress Meeting minutes or confirmed otherwise in writing by the Project Manager. Any changes to the Plans and Specifications that affect compensation, time, quality, or other requirements of the Plans and Specifications shall be by written Change Order.

#### **20.21 SUPERINTENDENCE BY CONTRACTOR:**

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Project Manager and shall be one who can be continued in that capacity for the particular job involved unless he/she ceases to be on the Contractor's payroll. All directions given to such representative in the Contractor's absence shall be as binding as if given to the Contractor.

#### **20.22 ALTERATIONS:**

It is further agreed that the Project Manager may make alterations in the line, grade, form, position, dimension or material of the work herein contemplated, or any part thereof, either before or after the commencement of the work; and that the Project Manager may at any time, order an alterations increase in the amount of work. Such increase shall be paid for according to the quantity actually done as extra work as provided for in Section 20.29. If such alterations diminish the quantity of work to be done, they shall not constitute a claim by the Contractor for damages or for anticipated profits on the work dispensed with and payment will be reduced in an amount determined as provided for in Section 20.30.

#### **20.23 NO TOWN EMPLOYEE TO BE INTERESTED:**

It is further agreed that this Contract shall be utterly void as to the Town if any person employed in any capacity by the Town of Lisbon is either directly or indirectly interested therein, except as provided by the Town Ordinance.

#### **20.24 WAIVER:**

No order by the Project Manager or any of his/her employees, nor any order, measurement or certificate by the Project Manager, nor any order by him/her for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Project Manager, nor any extension of time, nor any possession taken by the Project Manager or his/her employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved by the Project Manager, or of any right to



damages herein provided; nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided and the Town and the Project Manager shall also be entitled to a writ of injunction against any breach of any of the promises of this Contract.

#### **20.25 ACCESS TO WORK:**

The Project Manager and the Town Manager, their assistants and inspectors may, for any purpose, enter upon the work and premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore. Other Town contractors may also, for all the purposes which may be required by their contracts, enter upon the work and premises used by the Contractor. Any difference or conflicts which may arise between the Contractor and other contractors of the Town in regard to their work shall be adjusted and determined by the Project Manager or the Town Manager.

#### **20.26 PROJECT MANAGER TO DETERMINE AMOUNT AND QUANTITY OF WORK, INSPECTION OF MATERIALS:**

To prevent all disputes and litigations, it is hereby agreed by and between the parties to this Contract that the Project Manager shall in all cases determine the amount and quality of the various classes of work which are to be paid for under this Contract; and that the Project Manager by himself/herself, or his/her representatives acting under him/her, shall inspect all the materials to be furnished and all work to be done under this Contract to see that the same corresponds to the Specifications herein set forth. The Contractor further agrees that he/she will furnish the Project Manager with such information and vouchers relating to the work, the materials therefore, and the persons employed thereon, as he/she shall from time to time request, and will give to the Project Manager or his/her representatives all necessary labor, tools and facilities for inspecting the material to be furnished and the work to be done under this Contract.

The Project Manager has the authority to stop the work whenever such a stoppage may be necessary to insure proper execution of this Contract. He/she also has the authority to reject all work and materials which do not conform to the Specifications or Plans, to direct application of forces to any portion of the work and to order the force increased or diminished as in his/her judgment is required.

#### **20.27 DEFECTIVE WORK AND MATERIALS:**

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill this Contract as herein prescribed and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Project Manager and accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, in a manner satisfactory to the Engineer, and if any materials brought upon the ground for use in the work, or selected for the same, shall be condemned by the Project Manager as unsuitable or not in conformity with the Specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil; but such materials shall, upon being so attached or affixed, become the property of the City.

#### **20.28 SANITARY REGULATIONS:**

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public



observation and made fly proof and satisfactory to the Project Manager, shall be constructed and maintained by the Contractor in such a manner and their use shall be strictly enforced. The building or other structures for housing and personnel will be permitted only at such places as the Project Manager shall approve and the sanitary conditions in or about the structures must at all times be maintained in a manner satisfactory to the Director.

#### **20.29 NO INTOXICATING SUBSTANCES:**

The Contractor shall neither permit nor suffer the introduction or use of intoxicating substances upon or about the works embraced in this Contract or upon any grounds occupied by him/her.

#### **20.30 EXTRA WORK:**

The Town of Lisbon reserves the right to add portions of the work required under this Contract, using the unit prices established in the proposal. The Town will determine if all work outlined in the plans or portions thereof shall be built under this Contract prior to the Contract signing.

The term Extra Work as used herein refers to and includes work required by the Town which, in the judgment of the Project Manager, involves changes in or additions to that are required by the Plans and Specifications; provided, however, such changes or additions do not result from the fault of the Contractor.

The Contractor shall do any extra work when and as ordered in writing by the Project Manager or his/her agents specially authorized thereto in writing, and shall, when requested by the Project Manager so to do, furnish itemized statements of cost of the extra work ordered and give the Project Manager access to the accounts, bills and vouchers relating thereto. If the Contractor claims compensation for extra work not ordered as aforesaid, or for any damage sustained, he/she shall, within one week after the beginning of any such work or of the sustaining of any such damage, make a written statement to the Project Manager of the nature of the work performed or damage sustained and shall, on or before the fifteenth (15th) day of the month succeeding that in which any such extra work shall have been done or any such damage sustained, file with the Project Manager an itemized statement of the details and amount of such work or damage; and unless such statements shall be made as so required, his/her claim for compensation shall be forfeited and invalid and he/she shall not be entitled to payment on account of such work or damage. The determination of the Project Manager shall be final upon all questions of the amount and value of extra work. If a unit price does not exist, payment for extra work will be actual cost plus fifteen (10%) per cent. No allowance will be made for overhead costs.

#### **20.31 REDUCTION OF WORK:**

The Town of Lisbon reserves the right to delete portions of the work required under this Contract, using the unit prices established in the Proposal. The Town will determine if all work outlined in the Plans or portions thereof shall be built under this Contract prior to the Contract signing.

The Contractor shall omit and not perform any portion of the work required by the Contract Documents when ordered in writing by the Project Manager or his/her agents specially authorized thereto in writing. If no unit price exists, it will be an estimate to be made by the Project Manager and the Town Manager. Their estimate will be final and binding. These reductions shall not constitute a claim by the Contractor for damage or for anticipated profit on the work dispensed with.

#### **20.32 NO TIME EXTENSION:**



The Contractor further agrees that the time of completion of the whole work is the essence of the Contract; and that he/she will make every effort to complete the work within the time limit specified in the Supplemental Specifications. In the event the Contractor fails to complete the whole work in the time specified, there shall be deducted from monies due the Contractor, not as a penalty, but as inspection costs, the sum of two hundred (\$200.00) dollars for each working day, over and beyond the time limit specified which is required by the Contractor to complete the whole work to the satisfaction of the Project Manager and the Town Manager. No extension of the time limit will be considered except in the case of an extremely unusual circumstance beyond the control of the Contractor. Any time extension will be authorized only in writing by the Project Manager and the Town Manager; in which case the inspection cost charges will begin on the first working day after the extended time limit.

### **20.33 EMPLOYMENT OF LABOR:**

The Contractor agrees that in the employment of labor, preference will be given, all things being equal, to citizens of Lisbon, the State of Maine and the United States in their respective order as above noted.

The Town of Lisbon prohibits discrimination and/or the exclusion of individuals from its municipal facilities, programs, activities and services based on the individual person's race, national origin, color, creed, religion, gender, sexual preference, age, disability, veteran status or inability to speak English.

### **20.34 CONDITIONS UNDER WHICH PROJECT MANAGER MAY COMPLETE WORK:**

The Contractor hereby agrees that if the work to be done under this Contract shall be abandoned or if this Contract or any part thereof shall be sublet without the previous written consent of the Project Manager, or if the Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or at any time the Director shall be of the opinion that the work is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or agreements of this Contract, or is not executing the Contract in good faith, or is not making such progress in the execution of the work as to indicate its completion within the required time, the Project Manager shall have the power and right to notify the Contractor to discontinue all work or any part thereof under this Contract. Thereupon the Contractor shall discontinue the work or any such parts thereof as the Director shall have the power, by contract with or without advertising, day labor or otherwise as he/she may determine, to employ such labor and obtain such tools and appliances as he/she may deem necessary to work at and be used to complete the work herein described or such parts thereof as the Project Manager may deem necessary, and to use such tools and materials of every description as may be found upon the line of work, and to procure other materials for the completion of the same, and to charge the expense of said labor, tools and materials to the Contractor; and the expense so charged shall be deducted and paid by the Town out of such monies as may be due or may become due the Contractor under this Contract or any part thereof. In case such expense is more than the sum which would have been payable under this Contract, if the same had been completed by the Contractor, then the Contractor shall pay the amount owed by the Town under this Contract at the time the Contractor is notified in writing to discontinue the work or any part thereof, plus the amount of the Bond executed by the Contractor for the performance of the Contract.

### **20.35 PAYMENT FOR MATERIALS:**

Payments will be made in accordance with the price stated in the Contract. The Contractor may include requests for payment of material delivered to the job site when such requests are accompanied by invoices substantiating the requests for material payment satisfactory to the Town.



#### **20.36 GUARANTEE:**

The Contractor guarantees that the work to be done under this Contract will be done in a good and workmanlike manner and all materials, whether furnished by him/her or the Town used in the construction of the work, will be free from defects and flaws and in conformity with the Plans and Specifications in all respects. This guarantee will be for a period of one (1) year after the date of acceptance of the whole work by the Town of Lisbon.

The Contractor shall at all times, until the final acceptance of the whole work, keep the surface of the streets and sidewalks in the position and condition required by these Plans and Specifications. If at any time within the period of the guaranty, any other part of the work constructed under the terms of this Contract shall in the opinion of the Director of Public Works require repairing, the Director shall notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to make such repairs to the satisfaction of the Director within the time limit as set forth in the notice in writing to the Contractor of the required repairs, then the Director of Public Works may make the necessary repairs, by contract or otherwise, and the Town shall have a claim against the Contractor in the amount of the expense incurred by the Town in making such repairs.

It is hereby, however, specifically agreed and understood that this guaranty shall not include any repairs made necessary by any cause or causes other than defective work or materials.

#### **20.37 WORK DAY:**

A work day shall be any day, other than a State of Maine legal holiday or Sunday, on which weather and working conditions permit the Contractor to make effective use of not less than seventy-five (75%) per cent of the hours during the regular work day. In the event the Contractor is granted permission to engage in work on a legal holiday or Sunday, such a day will be considered and counted as a work day.

**END OF DOCUMENT**

2021-010 A total of three (3) Generators for  
Public Works Garage & Both Fire Stations  
Monday, January 10, 2021  
Council Chambers  
10:00am

Present: Randy Cyr, Public Works Director  
Ray Soucy, Public Works Admin

Bids were solicited from thirteen (13) different companies. The following bids were received in order and publicly opened:

DEPARTMENT - LOCATION	COMPANY NAME	EQUIPMENT TYPE	COSTS
Public Works - Garage	Enterprise Electric	Generator	\$36,328.39
		Transfer Switch	\$4,041.68
		Installation	\$25,540.44
			<b>\$65,910.48</b>
Fire Department – Village St	Enterprise Electric	Generator	\$30,312.59
		Transfer Switch	\$6,208.53
		Installation	\$26,318.30
			<b>\$62,839.42</b>
Fire Department – Main St	Enterprise Electric	Generator	\$30,312.59
		Transfer Switch	\$6,208.53
		Installation	\$33,502.61
			<b>\$70,023.73</b>

DEPARTMENT - LOCATION	COMPANY NAME	EQUIPMENT TYPE	COSTS
Public Works - Garage	Electrical Systems of ME	Generator	\$32,300.00
		Transfer Switch	\$3,300.00
		Installation	\$20,400.00
			<b>\$56,000.00</b>
Fire Department – Village St	Electrical Systems of ME	Generator	\$27,585.00
		Transfer Switch	\$4,800.00
		Installation	\$21,615.00
			<b>\$54,000.00</b>

Fire Department – Main St	Electrical Systems of ME	Generator	\$27,585.00
		Transfer Switch	\$4,800.00
		Installation	<u>\$25,615.00</u>
			<b><u>\$58,000.00</u></b>

DEPARTMENT	TOTAL AMOUNT
Public Works	<b>\$65,910.48</b>
Fire Department	<b>\$112,000.00</b>

(SEE BID RESULTS FOR SPECIFICATIONS PER EACH  
GENERATOR/LOCATION)



.....

**Installation:**

Description	Amount
Item 1: (1) Install a 60kw generator; (1) Transfer Switch: Public Works Garage, 14 Capital Ave, Lisbon Falls, ME 04252	\$ 25,540.44
Item 2: Generator Enclosure: Public Works Garage, 14 Capital Ave, Lisbon Falls, ME 04252	\$ included
Item 3:	\$
Total Cost	\$ 25,540.44

Specify base warranty terms	1 years
Cost for an extended warranty (if any)	\$

STATE DELIVERY TIME	+/- 16 Weeks
STATE TERMS	Net 30
<b><u>TOTAL COST</u></b>	\$ 25,540.44

.....

**Total Cost for Public Works Garage:**

Include all amounts per each unit

GENERATOR	\$ 36,328.39
TRANSFER SWITCH	\$ 4,041.68
INSTALLATION	\$ 25,540.44
<b><u>TOTAL COST</u></b>	\$ 65,910.48

.....

**Installation:**

Description	Amount
Item 1: (1) Install a 60kw generator; (1) Transfer Switch: Village Street Fire Station, 41 Village St, Lisbon, ME 04250	\$ 26,318.30
Item 2: Generator Enclosure: Village Street Fire Station, 41 Village St, Lisbon, ME 04250	\$ included
Item 3:	\$
Total Cost	\$ 26,318.30

Specify base warranty terms	1 years
Cost for an extended warranty (if any)	\$

STATE DELIVERY TIME	+/- 16 Weeks
STATE TERMS	Net 30
<u>TOTAL COST</u>	\$ 26,318.30

.....

**Total Cost for Village Street Fire Station:**

Include all amounts per each unit above.

GENERATOR	\$ 30,312.59
TRANSFER SWITCH	\$ 6,208.53
INSTALLATION	\$ 26,318.30
<u>TOTAL COST</u>	\$ 62,839.42

**Total Cost for Main Street Fire Station:**

Include all amounts per each unit

<b>GENERATOR</b>	\$ 30,312.59
<b>TRANSFER SWITCH</b>	\$ 6,208.53
<b>INSTALLATION</b>	\$ 33,502.61
<b><u>TOTAL COST</u></b>	<b>\$ 70,023.73</b>



### **PROPOSAL FORM PUBLIC WORKS GARAGE:**

The undersigned hereby declares that he has carefully examined the specifications and that he/she proposes and agrees, if this proposal is accepted, to provide the items identified in his/her proposal in accordance with the specifications listed; and that he/she will accept full payment therefor the following sum:

#### **Generator:**

Description	Amount
Item 1: (1) 80kw generator: Public Works Garage, 14 Capital Ave, Lisbon Falls, ME 04252	\$ 32,300.00

Specify base warranty terms	2 years
Cost for an extended warranty (if any) 5 YEAR EXTENDED	\$ 350.00

YEAR / MAKE / MODEL	2022 GENERAC SD080
STATE DELIVERY TIME	15-17 WEEKS
STATE TERMS	NET 30
<b><u>TOTAL COST</u></b>	\$ 32,300.00

.....

#### **Transfer Switch:**

Description	Amount
Item 1: (1) Transfer Switch: Public Works Garage, 14 Capital Ave, Lisbon Falls, ME 04252	\$ 3,300.00

Specify base warranty terms	2 years
Cost for an extended warranty (if any) 5 YEAR EXTENDED	\$ 300.00

MAKE / MODEL	GENERAC TX 601 400A NON SERVICE RATED
STATE DELIVERY TIME	14-16 WEEKS
STATE TERMS	NET 30
<b><u>TOTAL COST</u></b>	\$ 3,300.00

.....

**Installation:**

Description	Amount
Item 1: (1) Install a 60kw generator; (1) Transfer Switch: Public Works Garage, 14 Capital Ave, Lisbon Falls, ME 04252	\$ 20,400.00
Item 2: Generator Enclosure: Public Works Garage, 14 Capital Ave, Lisbon Falls, ME 04252	\$ N/A
Item 3:	\$
Total Cost	\$ 20,400.00

Specify base warranty terms	1 years
Cost for an extended warranty (if any)	\$ N/A

STATE DELIVERY TIME	COMPLETED WITH IN 60 DAYS AFTER DELIVERY OF GENERATOR EQUIPMENT
STATE TERMS	NET30
TOTAL COST	\$ 20,400.00

.....

**Total Cost for Public Works Garage:**

Include all amounts per each unit

GENERATOR	\$ 32,300.00
TRANSFER SWITCH	\$ 3,300.00
INSTALLATION	\$ 20,400.00
TOTAL COST	\$ 56,000.00

### **PROPOSAL FORM VILLAGE STREET FIRE STATION:**

The undersigned hereby declares that he has carefully examined the specifications and that he/she proposes and agrees, if this proposal is accepted, to provide the items identified in his/her proposal in accordance with the specifications listed; and that he/she will accept full payment therefor the following sum:

#### **Generator:**

Description	Amount
Item 1: (1) 60kw generator: Village Street Fire Station, 41 Village St, Lisbon, ME 04250	\$ 27,585.00

Specify base warranty terms	2 years
Cost for an extended warranty (if any) 5 YEAR EXTENDED	\$ 350.00

YEAR / MAKE / MODEL	2022 GENERAC SD060
STATE DELIVERY TIME	15-17 WEEKS
STATE TERMS	NET 30
<b><u>TOTAL COST</u></b>	\$ 27,585.00

.....

#### **Transfer Switch:**

Description	Amount
Item 1: (1) Transfer Switch: Village Street Fire Station, 41 Village St, Lisbon, ME 04250	\$ 4,800.00

Specify base warranty terms	2 years
Cost for an extended warranty (if any) 5 Y EAR EXTENDED	\$ 300.00

MAKE / MODEL	GENERAC TX 601 200A SERVICE RATED
STATE DELIVERY TIME	14-16 WEEKS
STATE TERMS	NET 30
<b><u>TOTAL COST</u></b>	\$ 4,800.00



.....

**Installation:**

Description	Amount
Item 1: (1) Install a 60kw generator; (1) Transfer Switch: Village Street Fire Station, 41 Village St, Lisbon, ME 04250	\$ 21,615.00
Item 2: Generator Enclosure: Village Street Fire Station, 41 Village St, Lisbon, ME 04250	\$ N/A
Item 3:	\$
Total Cost	\$ 21,615.00

Specify base warranty terms	1 years
Cost for an extended warranty (if any)	\$ N/A

STATE DELIVERY TIME	COMPLETED WITH IN 60 DAYS AFTER DELIVERY OF GENERATOR EQUIPMENT
STATE TERMS	NET 30
TOTAL COST	\$ 21,615.00

.....

**Total Cost for Village Street Fire Station:**

Include all amounts per each unit above.

GENERATOR	\$ 27,585.00
TRANSFER SWITCH	\$ 4,800.00
INSTALLATION	\$ 21,615.00
TOTAL COST	\$ 54,000.00

**TOWN OF LISBON**  
**GENERATOR FOR THREE TOWN BUILDINGS**  
**BID NO. 2021-010**

To receive consideration, the Proposal Form must be filled in and signed.

**PROPOSAL FORM MAIN STREET FIRE STATION:**

The undersigned hereby declares that he has carefully examined the specifications and that he/she proposes and agrees, if this proposal is accepted, to provide the items identified in his/her proposal in accordance with the specifications listed; and that he/she will accept full payment therefor the following sum:

**Generator:**

Description	Amount
Item 1: (1) 60kw generator: Main Street Fire Station, 30 Main St, Lisbon Falls, ME 04252	\$ 27,585.00

Specify base warranty terms	2 years
Cost for an extended warranty (if any) 5 year extended	\$ 350.00

YEAR / MAKE / MODEL	2022 GENERAC SD060
STATE DELIVERY TIME	15-17 WEEKS
STATE TERMS	NET 30
<b><u>TOTAL COST</u></b>	\$ 27,585.00

.....  
**Transfer Switch:**

Description	Amount
Item 1: (1) Transfer Switch: Main Street Fire Station, 30 Main St, Lisbon Falls, ME 04252	\$ 4,800.00

Specify base warranty terms	2 years
Cost for an extended warranty (if any) 5 YEAR EXTENDED	\$ 300.00

<b>MAKE / MODEL</b>	GENERAC TX 601 200A SERVICE RATED
<b>STATE DELIVERY TIME</b>	14-16 WEEKS
<b>STATE TERMS</b>	NET 30
<b><u>TOTAL COST</u></b>	\$ 4,800.00

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**Installation:**

Description	Amount
Item 1: (1) Install a 60kw generator; (1) Transfer Switch: Main Street Fire Station, 30 Main St, Lisbon Falls, ME 04252	\$ 22,115.00
Item 2: Service upgrade to 200 amp: Main Street Fire Station, 30 Main St, Lisbon Falls, ME 04252	\$ 3,500.00
Item 3: Generator Enclosure: Main Street Fire Station, 30 Main St, Lisbon Falls, ME 04252	\$ N/A
Item 4:	\$
<b>Total Cost</b>	<b>\$ 25,651.00</b>

<b>Specify base warranty terms</b>	<b>1</b> <b>years</b>
<b>Cost for an extended warranty (if any)</b>	<b>\$ N/A</b>

<b>STATE DELIVERY TIME</b>	COMPLETED WITH IN 60 DAYS AFTER DELIVERY OF GENERATOR EQUIPMENT
<b>STATE TERMS</b>	NET 30
<b><u>TOTAL COST</u></b>	<b>\$ 25,651</b>

.....



**Total Cost for Main Street Fire Station:**

Include all amounts per each unit

<b>GENERATOR</b>	\$ 27,585.00
<b>TRANSFER SWITCH</b>	\$ 4,800.00
<b>INSTALLATION</b>	\$ 25,615.00
<b><u>TOTAL COST</u></b>	\$ 58,000.00

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## MEMORANDUM FROM THE PUBLIC WORKS DIRECTOR

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**DATE:** JANUARY 20, 2022  
**TO:** RYAN MCGEE, INTERIM TOWN MANAGER  
**FROM:** RANDY CYR, PUBLIC WORKS DIRECTOR  
**SUBJECT:** 2022-001 / TWO (2) 360 DEGREE TRAFFIC CAMERAS

---

Bid 2022-001 is for TWO (2) new 360 Degree Traffic Cameras for the intersection of Route 196 / Route 9 and also the intersection of Route 196 / Capital Avenue

Bids were solicited from four (4) different companies, and publicly opened by Ray Soucy, PW Admin and Brenda Martin, Accounts Payable. Only bid received was from Electric Light Company that is below.

The following bids were received and reviewed. Following the bid is my recommendation:

COMPANY NAME	EQUIPMENT TYPE	QTY	UNIT \$	TOTAL \$
Electric Light Company	Supply & Install 360 Degree Video Detection System			
	• Route 196 / Route 9 Intersection			
	• Route 196 / Capital Ave Intersection	<u>2</u>	\$3,500.00	\$7,000.00
	Processor	<u>2</u>	\$12,000.00	\$24,000.00
	360 Degree Camera	<u>2</u>	\$4,500.00	\$9,000.00
	Mounting Hardware	<u>2</u>	\$500.00	\$1,000.00
	Surge	<u>2</u>	\$250.00	\$500.00
	Cate Underground Wire	<u>2</u>	\$250.00	\$500.00
				<b>\$42,000.00</b>

After thorough review of the bid, I recommend accepting the bid from Electric Light Company, as they are our current street light repair company whom also installed our previously purchased cameras and being the only bid received for 2022-001.

Be advised that the funds to purchase these cameras for \$42,000.00 will come from the following accounts.

- Downtown TIF- \$26,747.91
- Kelly Park TIF- \$15,252.09

\*\*\*

This recommendation for Two (2) 360 Degree Traffic Cameras is being presented to the Town Council for consideration.



**TOWN OF LISBON**  
**360 DEGREE TRAFFIC VIDEO DETECTION SYSTEM**  
**BID NO. 2022-001**

**PROPOSAL**

To: Town Manager  
Lisbon Town Office,  
300 Lisbon Street  
Lisbon, Maine 04250

The undersigned hereby declares that he/she has carefully examined the location of the proposed work, the proposed Contract Form and the Contract Documents therein referred to and that he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the Town of Lisbon, by its Town Manager to provide all machinery, tools, labor, equipment and other means of construction and to do all the work and to furnish all the materials, except those specified in the Specifications to be furnished by the Town, necessary to complete the work in the manner and time therein prescribed by TBD, in accordance with the conditions and requirements set forth in the Contract Documents and the requirements of the Public Works Director as provided for therein; and that he/she will accept in full payment therefore the following sums to wit:

#	DESCRIPTION	QTY	UNIT \$	TOTAL \$
1	Supply and Install 360 Degree Video Detection System	2	\$ 3,500.00	\$ 7,000.00
	• Route 196 / Route 9 intersection			
	• Route 196 / Capital Avenue intersection			
2	Processor	2	\$ 12,000.00	\$ 24,000.00
3	360 Degree Camera	2	\$ 4,500.00	\$ 9,000.00
4	Mounting Hardware	2	\$ 500.00	\$ 1,000.00
5	Surge	2	\$ 250.00	\$ 500.00
6	Cat5e Underground Shielded Wire	2	\$ 250.00	\$ 500.00
*Additional Options / Services not covered below*				
7			\$	\$
8			\$	\$
9			\$	\$
10			\$	\$
TOTAL BASE BID PRICE			\$	42,000.00

**(SEE ATTACHED SPEC SHEET FOR MORE DETAILS)**

The undersigned acknowledges the receipt of Addenda numbered No Addenda issued.

The undersigned further agrees that, after notification by the Town Manager of the acceptance of his/her Proposal and the readiness of the Contract for signature, and before commencement of any work, he/she will stand by for final approval from Counsel during the next Council meeting following the acceptance of the proposal; and that once Counsel has accepted the proposal, he/she

will prosecute the work to its completion within the time limit specified in the Supplemental Specifications.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Lisbon and of the State of Maine, in that order.

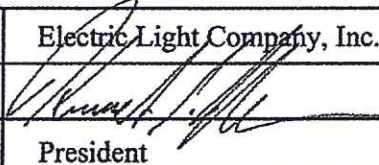
The undersigned hereby further declares that the only persons or parties interested in this Proposal, as principals, are named below; that the Proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the Town of Lisbon is directly or indirectly interested in this Proposal or in any contract which may be made under it or in profits expected to arise therefrom, except as provided by the Town Ordinance. The full names and addresses of all persons and parties interested in this Proposal, as principals, are as follows (Give first and last names in full; and in the case of a Corporation, give names and addresses of President, Treasurer and Manager; and in case of a Partnership, give names and addresses of members):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Name	Electric Light Company, Inc.
Signature	
Title	President
Printed Name	Kenneth P. Miller
Physical Address	One Morgan Way Cape Neddick, Me 03902
Mailing Address	One Morgan Way Cape Neddick, Me 03902
Firm's IRS ID # /DUNS#	01-0407225
Date	01/18/2022
Phone #	207-361-1234
Fax #	207-361-2017
E-Mail Address	Ken@ElectricLight.net

2022-001 A total of two (2) Traffic Cameras for  
Public Works Department  
Wednesday, January 19, 2022  
Council Chambers  
10:00am

Present: Randy Cyr, Public Works Director  
Ray Soucy, Public Works Admin

Bids were solicited from four (4) different companies. The following bids were received in order and publicly opened:

COMPANY NAME	EQUIPMENT TYPE	QTY	UNIT \$	TOTAL \$
Electric Light Company	Supply & Install 360 Degree Video Detection System			
	• Route 196 / Route 9 Intersection			
	• Route 196 / Capital Ave Intersection	<u>2</u>	\$3,500.00	\$7,000.00
	Processor	<u>2</u>	\$12,000.00	\$24,000.00
	360 Degree Camera	<u>2</u>	\$4,500.00	\$9,000.00
	Mounting Hardware	<u>2</u>	\$500.00	\$1,000.00
	Surge	<u>2</u>	\$250.00	\$500.00
	Cate Underground Wire	<u>2</u>	\$250.00	\$500.00
				<b><u>\$42,000.00</u></b>

DEPARTMENT	TOTAL AMOUNT
Public Works	<b><u>\$42,000.00</u></b>





# TOWN OF LISBON

## SEWER DEPARTMENT

744 Lisbon Street, Lisbon Falls, Maine, 04252

Telephone 353-3013 Fax 353-3014

[www.Lisbonme.org](http://www.Lisbonme.org)

### Town Council

Fern Larochelle

#### Chair

Harry Moore Jr.

Don Fellows

Mark Lunt

Clifford Miller

Raymond Robishaw

Jason Smith

### Interim Town Manager

Ryan McGee

**To: Interim Town Manager Ryan McGee**

**From: Superintendent Steve Aievoli**

**Subject: Refrigerated Composite Samplers Bid Award**

**Date: January 24, 2022**

The bid process for the purchase of two new Refrigerated Composite Samplers closed on Thursday January 20<sup>th</sup> 2022. The two new composite samplers would replace the two samplers that were installed in 2007.

Bids were requested from the following companies:

1. Hach
2. New England Environmental Equipment
3. Russell Resources

We received bids from the following companies:

- Hach - \$19,006.68 for two samplers and Junction box for Flow Pacing
- Russell Resources - \$14,803.00 for two samplers

My recommendation is to move forward with the purchase of the two new Composite samplers from Russell Resources as proposed. \$15,000 was budgeted in the improvements line for the purchase of two composite samplers.

The expected delivery time frame of the pumps is expected to be 2-4 weeks once the order is submitted.

**Refrigerated Composite Samplers Bid Opening  
Lisbon Town Meeting Room  
1/20/2022**

**Present at Bid Opening**

Ryan McGee (Interim Town Manager)  
Steve Aievoli (Sewer Superintendent)

**Refrigerated Composite Samplers Details:**

Purchase two composite samplers to replace our current samplers. These samplers are used to collect Influent and Effluent samples for the testing that is required per the Maine DEP issued discharge permit.

**Refrigerated Composite Sampler Bids Received and Opened at 11am:**

Hach – 19,006.68 (Does not meet all specifications)

Russell Resources – \$14,803.00 (Meets all specifications)

**Requested a bid from the following company and they did not submit a bid:**

New England Environmental Equipment

**TOWN OF LISBON, MAINE**



**REQUEST FOR PROPOSAL  
FOR  
TOWN OF LISBON  
SEWER DEPARTMENT FOR TWO  
REFRIGERATED COMPOSITE SAMPLERS  
BID NO. 2021-013**

**PREPARED BY  
TOWN OF LISBON  
TOWN MANAGER'S OFFICE  
300 LISBON STREET  
LISBON, ME 04210**

**TOWN OF LISBON  
REFRIGERATED COMPOSITE SAMPLERS**



**BID NO. 2021-013**

**REQUEST FOR PROPOSAL**

**Bid #2021-013**

**REFRIGERATED COMPOSITE SAMPLERS**

December 21, 2021

Sir/Madam:

Sealed bids will be received in the office of the Town Manager until **Thursday, January 20, 2022 until 11:00 a.m.**, at which time they will be publicly opened and read aloud on the enclosed specifications for the **REFRIGERATED COMPOSITE SAMPLERS**

The Town Council reserves the right to accept or reject any and all proposals.

**Please use a sealed envelope clearly marked with the bid name and number** when submitting your bid. Only sealed bids will be accepted. Faxed bids will not be considered.

Respectfully,

Diane Barnes  
Town Manager

**TOWN OF LISBON**  
**REFRIGERATED COMPOSITE SAMPLERS**  
**BID NO. 2021-013**

Bid Due Date: **Thursday, January 20, 2022 at 11:00am**

The Town of Lisbon is accepting sealed proposals for **TWO (2) REFRIGERATED COMPOSITE SAMPLERS** for the Sewer Department.

Bids will be received at the office of the Town Manager until **11:00 a.m. on January 20, 2022**, and then, at said office, publicly opened and read aloud.

Each bidder is required to state in his/her Proposal his/her name and place of residence and the names of all persons or parties interested as principals with him/her; and that the proposal is made without any connection with any other bidder making any proposal for the same work; and that no person acting for or employed by the Town of Lisbon is directly or indirectly interested in the proposal or in any contract which may be entered into to which the proposal relates, or in any portion of the profits therefrom, except as provided by the City Charter.

The proposal must be signed by the bidder with his/her full name and address and be enclosed in a sealed envelope. The sealed envelope shall be marked with the name and address of the bidder and entitled:

**PROPOSAL FOR**  
**TWO (2) REFRIGERATED**  
**COMPOSITE SAMPLERS**

and addressed to: "Town Manager, Town Office, Lisbon, Maine". If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as above must be enclosed in a second envelope which shall be addressed to: "Town Manager, Town Office, 300 Lisbon Street, Lisbon, Maine 04250." All mailed proposals should be sent by registered mail to ensure delivery.

Any bidder may withdraw his/her proposal prior to the scheduled time for the opening of proposals upon presentation to the Town Manager of a request, in writing, to do so. Any bidder who withdraws his/her proposal within thirty (30) days after the actual opening thereof shall be considered to have abandoned his/her proposal. Any proposal received after the scheduled opening time will not be considered.

Bids and Proposals are considered public documents and may be reviewed by others including competitors.

The Town Council shall have the authority to accept or reject any and all proposals when proposals are deemed non-responsive, toke, collusive or otherwise non-acceptable, and such action is in the best interest of the Town.

The following specification shall be the minimum requirements and the bid shall be of the manufacture's latest model and design. The bid item must also comply with all applicable Federal

and Maine laws. All items appearing in the bidders regular published specifications are assumed to be included in the bidder's proposal.

Detailed specifications for **TWO (2) REFRIGERATED COMPOSITE SAMPLERS** for the Lisbon Sewer Department. All items appearing in the bidder's published specifications are assumed to be included in the bidder's proposal. The following specifications shall be the minimum requirements and the bid items shall comply with all Federal and Maine laws.

### **REQUIREMENTS**

Two (2) refrigerated composite samplers

<b>CONFIGURED OPTIONS</b>	<b>DESCRIPTION</b>	<b>YES</b>	<b>NO</b>
Weatherproof Enclosure	Enclosure capable of being outdoors and remain fully functional		
Refrigerated	Capable of cooling down to 0 degrees celsius		
Heated	Capable of heating to maintain 0 Degrees Celsius or higher		
Time Based Sampling	Capable of taking samples automatically at user preset intervals		
Flow Based Sampling	Capable of taking samples automatically based on external flow pulses/signals		
120v AC powered	Can be plugged into a standard 120v outlet		
Sample bottle	Include one 10 liter sample bottle		

### **NOTE:**

1. If sampler requires external wiring for flow based sampling include the cost of any sampler wiring plus/connections in proposal.
2. Contact Sewer Superintendent Steve Aievoli with any questions at 207-353-3000 ext. 601 or [saievoli@lisbonme.org](mailto:saievoli@lisbonme.org).



**TOWN OF LISBON, MAINE BID #: 2021-013**  
**Two (2) Refrigerated Composite Samplers**  
**PROPOSAL FORM**

**To receive consideration, the Proposal Form must be filled in and signed.**

The undersigned hereby declares that he has carefully examined the specifications and that he/she proposes and agrees, if this proposal is accepted, to provide the items identified in his/her proposal in accordance with the specifications listed; and that he/she will accept full payment therefor the following sum:

<b>Make/Model</b>		
<b>Item</b>	<b>Unit \$</b>	<b>Total</b>
<b>1.</b>	\$	\$
<b>2.</b>	\$	\$
<b>3.</b>	\$	\$
<b>TOTAL BID PRICE: (Item 1 Less 2 - 3)</b>		<b>\$</b>

<b>Terms</b>		
<b>Delivery Terms</b>		
<b>Warranty</b>		
<b>Extended Warranty Available</b>		
If yes, COST:	\$	
<b>Exceptions to Specifications</b>		

If yes, list exceptions:


<b>FIRM</b>	
<b>TAX ID/ DUNS #</b>	
<b>SIGNED BY</b>	
<b>PRINTED OR TYPED NAME</b>	
<b>PRINTED OR TYPED TITLE</b>	
<b>ADDRESS</b>	
<b>E-MAIL ADDRESS</b>	
<b>TELEPHONE #</b>	
<b>DATE</b>	

**TOWN OF LISBON, MAINE**



**REQUEST FOR PROPOSAL  
FOR  
TOWN OF LISBON  
SEWER DEPARTMENT FOR TWO  
REFRIGERATED COMPOSITE SAMPLERS  
BID NO. 2021-013**

**PREPARED BY  
TOWN OF LISBON  
TOWN MANAGER'S OFFICE  
300 LISBON STREET  
LISBON, ME 04210**

**TOWN OF LISBON  
REFRIGERATED COMPOSITE SAMPLERS**

**BID NO. 2021-013**

**REQUEST FOR PROPOSAL**

**Bid #2021-013**

**REFRIGERATED COMPOSITE SAMPLERS**

December 21, 2021

Sir/Madam:

Sealed bids will be received in the office of the Town Manager until **Thursday, January 20, 2022 until 11:00 a.m.**, at which time they will be publicly opened and read aloud on the enclosed specifications for the **REFRIGERATED COMPOSITE SAMPLERS**

The Town Council reserves the right to accept or reject any and all proposals.

**Please use a sealed envelope clearly marked with the bid name and number** when submitting your bid. Only sealed bids will be accepted. Faxed bids will not be considered.

Respectfully,

Diane Barnes  
Town Manager



**TOWN OF LISBON**  
**REFRIGERATED COMPOSITE SAMPLERS**  
**BID NO. 2021-013**

Bid Due Date: **Thursday, January 20, 2022** at 11:00am

The Town of Lisbon is accepting sealed proposals for **TWO (2) REFRIGERATED COMPOSITE SAMPLERS** for the Sewer Department.

Bids will be received at the office of the Town Manager until **11:00 a.m. on January 20, 2022**, and then, at said office, publicly opened and read aloud.

Each bidder is required to state in his/her Proposal his/her name and place of residence and the names of all persons or parties interested as principals with him/her; and that the proposal is made without any connection with any other bidder making any proposal for the same work; and that no person acting for or employed by the Town of Lisbon is directly or indirectly interested in the proposal or in any contract which may be entered into to which the proposal relates, or in any portion of the profits therefrom, except as provided by the City Charter.

The proposal must be signed by the bidder with his/her full name and address and be enclosed in a sealed envelope. The sealed envelope shall be marked with the name and address of the bidder and entitled:

**PROPOSAL FOR**

**TWO (2) REFRIGERATED  
COMPOSITE SAMPLERS**

and addressed to: "Town Manager, Town Office, Lisbon, Maine". If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as above must be enclosed in a second envelope which shall be addressed to: "Town Manager, Town Office, 300 Lisbon Street, Lisbon, Maine 04250." All mailed proposals should be sent by registered mail to ensure delivery.

Any bidder may withdraw his/her proposal prior to the scheduled time for the opening of proposals upon presentation to the Town Manager of a request, in writing, to do so. Any bidder who withdraws his/her proposal within thirty (30) days after the actual opening thereof shall be considered to have abandoned his/her proposal. Any proposal received after the scheduled opening time will not be considered.

Bids and Proposals are considered public documents and may be reviewed by others including competitors.

The Town Council shall have the authority to accept or reject any and all proposals when proposals are deemed non-responsive, toke, collusive or otherwise non-acceptable, and such action is in the best interest of the Town.

The following specification shall be the minimum requirements and the bid shall be of the manufacture's latest model and design. The bid item must also comply with all applicable Federal

and Maine laws. All items appearing in the bidders regular published specifications are assumed to be included in the bidder's proposal.

Detailed specifications for **TWO (2) REFRIGERATED COMPOSITE SAMPLERS** for the Lisbon Sewer Department. All items appearing in the bidder's published specifications are assumed to be included in the bidder's proposal. The following specifications shall be the minimum requirements and the bid items shall comply with all Federal and Maine laws.

### **REQUIREMENTS**

Two (2) refrigerated composite samplers

CONFIGURED OPTIONS	DESCRIPTION	YES	NO
Weatherproof Enclosure	Enclosure capable of being outdoors and remain fully functional	X	
Refrigerated	Capable of cooling down to 0 degrees celsius	X	
Heated	Capable of heating to maintain 0 Degrees Celsius or higher	X	
Time Based Sampling	Capable of taking samples automatically at user preset intervals	X	
Flow Based Sampling	Capable of taking samples automatically based on external flow pulses/signals	X	
120v AC powered	Can be plugged into a standard 120v outlet	X	
Sample bottle	Include one 10 liter sample bottle	X	

### **NOTE:**

1. If sampler requires external wiring for flow based sampling include the cost of any sampler wiring plus/connections in proposal.
2. Contact Sewer Superintendent Steve Aievoli with any questions at 207-353-3000 ext. 601 or [saievoli@lisbonme.org](mailto:saievoli@lisbonme.org).



**TOWN OF LISBON, MAINE BID #: 2021-013**  
**Two (2) Refrigerated Composite Samplers**  
**PROPOSAL FORM**

**To receive consideration, the Proposal Form must be filled in and signed.**


The undersigned hereby declares that he has carefully examined the specifications and that he/she proposes and agrees, if this proposal is accepted, to provide the items identified in his/her proposal in accordance with the specifications listed; and that he/she will accept full payment therefor the following sum:

Make/Model		
Item	Unit \$	Total
1. EMERALD COAST / WAVE AS	\$ 7,401.50	\$ 14,803.00
2.	\$	\$
3.	\$	\$
<b>TOTAL BID PRICE: (Item 1 Less 2 - 3)</b>		<b>\$ 14,803.00</b>

<b>Terms</b>	NET 30 DAYS	
<b>Delivery Terms</b>	2 TO 4 WEEKS	
<b>Warranty</b>	2 YEARS	
<b>Extended Warranty Available</b>	YES	
<b>If yes, COST:</b>	\$ TBD	
<b>Exceptions to Specifications</b>		

If yes, list exceptions:

--

<b>FIRM</b>	RUSSELL RESOURCES, INC.
<b>TAX ID/ DUNS #</b>	010547751
<b>SIGNED BY</b>	
<b>PRINTED OR TYPED NAME</b>	MR. JOHN HART SALES ENGINEER
<b>PRINTED OR TYPED TITLE</b>	RUSSELL RESOURCES, INC.
<b>ADDRESS</b>	PO BOX 3276 BREWER, ME 04401
<b>E-MAIL ADDRESS</b>	JHART@R-R-INC.COM
<b>TELEPHONE #</b>	207-747-8597
<b>DATE</b>	01/13/2022



**Proposal For:**



*City of Lisbon - Sewer Department*

**TOWN OF LISBON**

**REFRIGERATED COMPOSITE SAMPLERS**

BID NO. 2021-013

**Submitted By:**



**Hach**  
**Loveland, Colorado**

**January 20, 2022**

## Table of Contents

1. Cover Page
2. Executed Bid Form BID NO. 2021-013 REQUEST FOR PROPOSAL
3. Attachment – Datasheet AS950 All Weather Refrigerated Sampler (AWRS)
4. Hach Quotation #100732859v1

**TOWN OF LISBON, MAINE**



**REQUEST FOR PROPOSAL  
FOR  
TOWN OF LISBON  
SEWER DEPARTMENT FOR TWO  
REFRIGERATED COMPOSITE SAMPLERS  
BID NO. 2021-013**

**PREPARED BY  
TOWN OF LISBON  
TOWN MANAGER'S OFFICE  
300 LISBON STREET  
LISBON, ME 04210**

**TOWN OF LISBON  
REFRIGERATED COMPOSITE SAMPLERS**



**BID NO. 2021-013**  
**REQUEST FOR PROPOSAL**

**Bid #2021-013**

**REFRIGERATED COMPOSITE SAMPLERS**

December 21, 2021

Sir/Madam:

Sealed bids will be received in the office of the Town Manager until **Thursday, January 20, 2022 until 11:00 a.m.**, at which time they will be publicly opened and read aloud on the enclosed specifications for the **REFRIGERATED COMPOSITE SAMPLERS**

The Town Council reserves the right to accept or reject any and all proposals.

**Please use a sealed envelope clearly marked with the bid name and number** when submitting your bid. Only sealed bids will be accepted. Faxed bids will not be considered.

Respectfully,

Diane Barnes  
Town Manager

**TOWN OF LISBON**  
**REFRIGERATED COMPOSITE SAMPLERS**  
**BID NO. 2021-013**

Bid Due Date: **Thursday, January 20, 2022 at 11:00am**

The Town of Lisbon is accepting sealed proposals for **TWO (2) REFRIGERATED COMPOSITE SAMPLERS** for the Sewer Department.

Bids will be received at the office of the Town Manager until **11:00 a.m. on January 20, 2022**, and then, at said office, publicly opened and read aloud.

Each bidder is required to state in his/her Proposal his/her name and place of residence and the names of all persons or parties interested as principals with him/her; and that the proposal is made without any connection with any other bidder making any proposal for the same work; and that no person acting for or employed by the Town of Lisbon is directly or indirectly interested in the proposal or in any contract which may be entered into to which the proposal relates, or in any portion of the profits therefrom, except as provided by the City Charter.

The proposal must be signed by the bidder with his/her full name and address and be enclosed in a sealed envelope. The sealed envelope shall be marked with the name and address of the bidder and entitled:

**PROPOSAL FOR**  
  
**TWO (2) REFRIGERATED  
COMPOSITE SAMPLERS**

and addressed to: "Town Manager, Town Office, Lisbon, Maine". If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as above must be enclosed in a second envelope which shall be addressed to: "Town Manager, Town Office, 300 Lisbon Street, Lisbon, Maine 04250." All mailed proposals should be sent by registered mail to ensure delivery.

Any bidder may withdraw his/her proposal prior to the scheduled time for the opening of proposals upon presentation to the Town Manager of a request, in writing, to do so. Any bidder who withdraws his/her proposal within thirty (30) days after the actual opening thereof shall be considered to have abandoned his/her proposal. Any proposal received after the scheduled opening time will not be considered.

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and Maine laws. All items appearing in the bidders regular published specifications are assumed to be included in the bidder's proposal.

Detailed specifications for **TWO (2) REFRIGERATED COMPOSITE SAMPLERS** for the Lisbon Sewer Department. All items appearing in the bidder's published specifications are assumed to be included in the bidder's proposal. The following specifications shall be the minimum requirements and the bid items shall comply with all Federal and Maine laws.

### **REQUIREMENTS**

Two (2) refrigerated composite samplers

CONFIGURED OPTIONS	DESCRIPTION	YES	NO
Weatherproof Enclosure	Enclosure capable of being outdoors and remain fully functional	YES	
Refrigerated	Capable of cooling down to 0 degrees celsius		NO: 4°C
Heated	Capable of heating to maintain 0 Degrees Celsius or higher	YES	
Time Based Sampling	Capable of taking samples automatically at user preset intervals	YES	
Flow Based Sampling	Capable of taking samples automatically based on external flow pulses/signals	YES	
120v AC powered	Can be plugged into a standard 120v outlet	YES	
Sample bottle	Include one 10 liter sample bottle	YES	

Reference Attached Hach quote #100732859v2

### **NOTE:**

1. If sampler requires external wiring for flow based sampling include the cost of any sampler wiring plus/connections in proposal.
2. Contact Sewer Superintendent Steve Aievoli with any questions at 207-353-3000 ext. 601 or [saievoli@lisbonme.org](mailto:saievoli@lisbonme.org).



**TOWN OF LISBON, MAINE BID #: 2021-013**  
**Two (2) Refrigerated Composite Samplers**  
**PROPOSAL FORM**

**To receive consideration, the Proposal Form must be filled in and signed.**

The undersigned hereby declares that he has carefully examined the specifications and that he/she proposes and agrees, if this proposal is accepted, to provide the items identified in his/her proposal in accordance with the specifications listed; and that he/she will accept full payment therefor the following sum:

Make/Model		
Item	Unit \$	Total
1. P/N: ASA.CXXX2X21XX AS950 All Weather Sampler Bundle w/ Compartment Heater and 2.5 Gal. Bottle	\$ 9,090.24	\$ 18,180.48
2. P/N: 9501000 Universal Junction Box for Flow Pacing	\$ 8413.10	\$ 826.20
3.	\$	\$
<b>TOTAL BID PRICE: (Item 1 Less 2 - 3)</b>		<b>\$ 19,006.68</b>

<b>Terms</b>	
<b>Delivery Terms</b>	30 Days ARO
<b>Warranty</b>	1 Year from date of shipment
<b>Extended Warranty Available</b>	Yes
<b>If yes, COST:</b>	\$ 2,087.00/ Analyzer/ Year Max 3 YR
<b>Exceptions to Specifications</b>	Yes

If yes, list exceptions:

Partial exception taken to "Refrigerated" Configured Option: Sample cooling: AWR950 maintains sample liquid at 4°C (39°F) in ambient temperature to 50°C (122°F) maximum: accurate to ±0.8°C (±1.5°F).

<b>FIRM</b>	Hach Company
<b>TAX ID/ DUNS #</b>	4A2 #00-528-6679
<b>SIGNED BY</b>	
<b>PRINTED OR TYPED NAME</b>	Sara Weaver
<b>PRINTED OR TYPED TITLE</b>	Project Specialist
<b>ADDRESS</b>	5600 Lindbergh Drive Loveland, CO 83538
<b>E-MAIL ADDRESS</b>	bids@hach.com
<b>TELEPHONE #</b>	800-227-4224
<b>DATE</b>	1/20/2022



# TOWN OF LISBON

## SEWER DEPARTMENT

744 Lisbon Street, Lisbon Falls, Maine, 04252

Telephone 353-3013 Fax 353-3014

[www.Lisbonme.org](http://www.Lisbonme.org)

### Town Council

Fern Larochelle

#### Chair

Harry Moore Jr.

Don Fellows

Mark Lunt

Clifford Miller

Raymond Robishaw

Jason Smith

### Interim Town Manager

Ryan McGee

**To: Interim Town Manager Ryan McGee**

**From: Superintendent Steve Aievoli**

**Subject: Return Activated Sludge Pumps Bid Award**

**Date: January 24, 2022**

The bid process for the purchase of three new Returned Activated Sludge (RAS) pumps closed on Thursday January 20<sup>th</sup> 2022. The new RAS pumps would replace the three pumps that were installed in the 1990's.

Bids were requested from the following companies:

1. Wescor Associates
2. Maher Corporation
3. Russell Resources
4. Trask-Decrow Machinery
5. Stevens Electric & Pump Service

Only one bid was received which was from Wescor Associates in the amount of \$45,450 for all three pumps. The quoted pumps are a direct replacement for our current pumps so they will be installed by treatment plant staff. The bid also included a price of \$1200 per day for start-up costs. I will work with the vendor to do the official start-up after all three pumps are installed so this fee should only need to be paid once.

My recommendation is to move forward with the purchase of the three new RAS pumps from Wescor Associates as bid, plus \$1,200 for start-up and carry \$1550 for incidentals due to the current shipping climate for a total of \$48,200. \$70,000 was budgeted in the Improvements line for the purchase of the three pumps plus installation costs.

The expected delivery time frame of the pumps is expected to be approximately 5-7 months once the order is submitted.

**RAS Pumps Bid Opening  
Lisbon Town Meeting Room  
1/20/2022**

**Present at Bid Opening**

Ryan McGee (Interim Town Manager)  
Steve Aievoli (Sewer Superintendent)

**RAS Pump Details:**

Purchase three pumps to replace our current pumps used as Return Activated Sludge Pumps.

**RAS Pump Bid Received and Opened at 11am:**

Wescor Associates - \$45,450 (Meets all specifications)

**Requested bids from the following companies and they did not submit bids:**

1. Maher Corporation
2. Russell Resources
3. Trask-Decrow Machinery
4. Stevens Electric & Pump Service



**TOWN OF LISBON, MAINE**



**REQUEST FOR PROPOSAL AND CONTRACT DOCUMENTS  
FOR  
TOWN OF LISBON  
Return Activated Sludge Pumps  
BID NO. 2021-014**

**PREPARED BY  
TOWN OF LISBON  
TOWN MANAGER'S OFFICE  
300 LISBON STREET  
LISBON, ME 04250**

**TOWN OF LISBON**  
**Return Activated Sludge Pumps**  
**BID NO. 2021-014**

**REQUEST FOR PROPOSAL**

**Bid #2021-014**  
**Return Activated Sludge Pumps**

December 22, 2021

Sir/Madam:

Sealed bids will be received in the office of the Town Manager until **Thursday, January 20, 2022 until 11:00 a.m.**, at which time they will be publicly opened and read aloud on the enclosed specifications for the **Return Activated Sludge Pumps**.

The Town Council reserves the right to accept or reject any and all proposals.

**Please use a sealed envelope clearly marked with the bid name and number** when submitting your bid. Only sealed bids will be accepted. Faxed bids will not be considered.

Respectfully,

Diane Barnes  
Town Manager

**TOWN OF LISBON**  
**Return Activated Sludge Pumps**  
**BID NO. 2021-014**

Bid Due Date: **Thursday, January 20, 2022 at 11:00am**

The Town of Lisbon is accepting sealed proposals for **Three (3) Return Activated Sludge Pumps (RAS)** for the Sewer Department.

Bids will be received at the office of the Town Manager until **11:00 a.m. on January 20, 2022**, and then, at said office, publicly opened and read aloud.

Each bidder is required to state in his/her Proposal his/her name and place of residence and the names of all persons or parties interested as principals with him/her; and that the proposal is made without any connection with any other bidder making any proposal for the same work; and that no person acting for or employed by the Town of Lisbon is directly or indirectly interested in the proposal or in any contract which may be entered into to which the proposal relates, or in any portion of the profits therefrom, except as provided by the City Charter.

The proposal must be signed by the bidder with his/her full name and address and be enclosed in a sealed envelope. The sealed envelope shall be marked with the name and address of the bidder and entitled:

**PROPOSAL FOR**

**Three (3) Return Activated Sludge Pumps**

and addressed to: "Town Manager, Town Office, Lisbon, Maine". If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as above must be enclosed in a second envelope which shall be addressed to: "Town Manager, Town Office, 300 Lisbon Street, Lisbon, Maine 04250." All mailed proposals should be sent by registered mail to ensure delivery.

Any bidder may withdraw his/her proposal prior to the scheduled time for the opening of proposals upon presentation to the Town Manager of a request, in writing, to do so. Any bidder who withdraws his/her proposal within thirty (30) days after the actual opening thereof shall be considered to have abandoned his/her proposal. Any proposal received after the scheduled opening time will not be considered.

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The following specification shall be the minimum requirements and the bid shall be of the manufacture's latest model and design. The bid item must also comply with all applicable Federal and Maine laws. All items appearing in the bidders regular published specifications are assumed to be included in the bidder's proposal.



Detailed specifications for **Three (3) Return Activated Sludge Pumps (RAS)** for the Lisbon Sewer Department. All items appearing in the bidder's published specifications are assumed to be included in the bidder's proposal. The following specifications shall be the minimum requirements and the bid items shall comply with all Federal and Maine laws.

## **REQUIREMENTS**

Specification requested for each of the THREE (3) new RAS Pumps is as followed:

<b>CONFIGURED OPTIONS</b>	<b>DESCRIPTION</b>	<b>YES</b>	<b>NO</b>
Flow, rated	650 gpm		
Head	Differential Head/ Pressure 35.0 feet		
Suction size	Six (6) Inch		
Discharge size	Five (5) Inch		
Impeller Material	High Chrome		
Impeller Type	Centrifugul		
Impeller Design	Non-Clog		
Rotation	Clockwise		
Bearing Type	Ball or Roller		
Mechanical Seal	Double Sided		
Orientation	Horizontal		
Pump Motor	10-HP Severe Duty Rated		
Manuals	Each pump shall come with manufacturers O&M Manuals		
Warranty	Each pump shall include a manufacturers standard warranty.		

### **Existing Return Activated Sludge Pump Information:**

Manufacturer	Wemco-Hydrostol
Model #	E5K-L-E2SM
Cap/GPM	100/700
Head/Feet	4/35
Speed	550/1750
Motor HP	10

**SECONDARY REQUIREMENT:** Please include a separate bid alternate quote for the installation of all proposed replacement pumps. This bid alternate shall include all necessary labor and materials for the installation of the quoted Return Activated Sludge pumps.

**NOTE:** To request a site visit to view the currently installed RAS pumps please contact Lisbon Sewer Superintendent Steve Aievoli at 207-353-3000 x601 to arrange an appointment. Appointments will be available until the day prior to the bid opening during regular business hours.

**TOWN OF LISBON**  
**SEWER RETURN ACTIVATED SLUDGE PUMPS**  
**BID NO. 2021-014**  
**PROPOSAL FORM**

**To receive consideration, the Proposal Form must be filled in and signed.**

The undersigned hereby declares that he has carefully examined the specifications and that he/she proposes and agrees, if this proposal is accepted, to provide the items identified in his/her proposal in accordance with the specifications listed; and that he/she will accept full payment therefor the following sum:

<b>Manufacturer:</b>		
<b>Model:</b>		
	<b>PRICE PER PUMP:</b>	<b>\$</b>
<b>TOTAL BID PRICE:</b>		<b>\$</b>

<b>Terms</b>		
<b>Delivery Terms</b>		
<b>Warranty</b>		
<b>Extended Warranty Available</b>		
If yes, COST:	\$	
<b>Exceptions to Specifications</b>		

If yes, list exceptions:


<b>FIRM</b>	
<b>TAX ID/ DUNS #</b>	
<b>SIGNED BY</b>	
<b>PRINTED OR TYPED NAME</b>	
<b>PRINTED OR TYPED TITLE</b>	
<b>ADDRESS</b>	
<b>E-MAIL ADDRESS</b>	
<b>TELEPHONE #</b>	
<b>DATE</b>	

**TOWN OF LISBON**  
**SEWER RETURN ACTIVATED SLUDGE PUMPS**  
**INSTALLATION**  
**BID NO. 2021-014**  
**PROPOSAL FORM**

**To receive consideration, the Proposal Form must be filled in and signed.**

The undersigned hereby declares that he has carefully examined the specifications and that he/she proposes and agrees, if this proposal is accepted, to provide the items identified in his/her proposal in accordance with the specifications listed; and that he/she will accept full payment therefor the following sum:

<b>Company Performing Installation</b>		
<b>INSTALLATION PRICE PER PUMP:</b>		<b>\$</b>
<b>TOTAL BID PRICE:</b>		<b>\$</b>

<b>Terms</b>		
<b>Delivery Terms</b>		
<b>Warranty</b>		
<b>Extended Warranty Available</b>		
<b>If yes, COST:</b>		<b>\$</b>
<b>Exceptions to Specifications</b>		

If yes, list exceptions:


<b>FIRM</b>	
<b>TAX ID/ DUNS #</b>	
<b>SIGNED BY</b>	
<b>PRINTED OR TYPED NAME</b>	
<b>PRINTED OR TYPED TITLE</b>	
<b>ADDRESS</b>	
<b>E-MAIL ADDRESS</b>	
<b>TELEPHONE #</b>	
<b>DATE</b>	



# WESCOR Associates, Inc.

P.O. Box 370 – 686 South Street  
Wrentham, MA 02093

Phone: (774) 847-4349  
Fax: (508) 384-8953

Date: 01/18/22

To: Manager's Office, Town of Lisbon ME  
From: Shawn Gray

Subject: Three (3) Return Activated Sludge Pumps  
Bid No. 2021-014

Bid Date: 01/20/22

On behalf of Trillium (Wemco) Pumps, Wescor Associates, Inc. offers the following scope for the Return Activated Sludge Pumps (Bid #2021-014) that bids on Thursday 01/20/22 @ 11:00 am.

Required bid forms, and pump/motor details are provided herein.  
There are no exceptions taken, as the pumps offered herein are identical to the pumps currently installed.

Installation services is not provided by neither Trillium nor Wescor Associates; however, Start-up details have been provided on the Installation form.

Proposed scope for the equipment is included herein.

*This proposal is made without any connection with any other bidder making any proposal for the same work; and no person acting for or employed by the Town of Lisbon is directly or indirectly interested in the proposal or in any contract which may be entered into to which the proposal relates, or in any portion of the profits therefrom, except as provided by the City Charter.*

Best Regards,

Shawn Gray  
Sales: VT – NH – ME – MA (Essex County)  
Cell: 774-847-4349  
[Shawn@Wescor1.net](mailto:Shawn@Wescor1.net)



[Wescor Associates, Inc.](http://WescorAssociates.Inc.)

Detailed specifications for **Three (3) Return Activated Sludge Pumps (RAS)** for the Lisbon Sewer Department. All items appearing in the bidder's published specifications are assumed to be included in the bidder's proposal. The following specifications shall be the minimum requirements and the bid items shall comply with all Federal and Maine laws.

### **REQUIREMENTS**

Specification requested for each of the **THREE (3)** new RAS Pumps is as followed:

<b>CONFIGURED OPTIONS</b>	<b>DESCRIPTION</b>	<b>YES</b>	<b>NO</b>
Flow, rated	650 gpm	✓	
Head	Differential Head/ Pressure 35.0 feet	✓	
Suction size	Six (6) Inch	✓	
Discharge size	Five (5) Inch	✓	
Impeller Material	High Chrome	✓	
Impeller Type	Centrifugul	✓	
Impeller Design	Non-Clog	✓	
Rotation	Clockwise	✓	
Bearing Type	Ball or Roller	✓	
Mechanical Seal	Double Sided	✓	
Orientation	Horizontal	✓	
Pump Motor	10-HP Severe Duty Rated	✓	
Manuals	Each pump shall come with manufacturers O&M Manuals	✓	
Warranty	Each pump shall include a manufacturers standard warranty.	✓	

### **Existing Return Activated Sludge Pump Information:**

Manufacturer	Wemco-Hydrostol
Model #	E5K-L-E2SM
Cap/GPM	100/700
Head/Feet	4/35
Speed	550/1750
Motor HP	10

**SECONDARY REQUIREMENT:** Please include a separate bid alternate quote for the installation of all proposed replacement pumps. This bid alternate shall include all necessary labor and materials for the installation of the quoted Return Activated Sludge pumps.

**NOTE:** To request a site visit to view the currently installed RAS pumps please contact Lisbon Sewer Superintendent Steve Aievoli at 207-353-3000 x601 to arrange an appointment. Appointments will be available until the day prior to the bid opening during regular business hours.



**TOWN OF LISBON**  
**SEWER RETURN ACTIVATED SLUDGE PUMPS**  
**BID NO. 2021-014**  
**PROPOSAL FORM**

To receive consideration, the Proposal Form must be filled in and signed.

The undersigned hereby declares that he has carefully examined the specifications and that he/she proposes and agrees, if this proposal is accepted, to provide the items identified in his/her proposal in accordance with the specifications listed; and that he/she will accept full payment therefor the following sum:

<b>Manufacturer:</b>	<i>Trillium (Wesco)</i>
<b>Model:</b>	<i>SFE5-J-BFE2S Wesco</i>
	<b>PRICE PER PUMP:</b> \$ <i>15,150</i>
	<b>TOTAL BID PRICE:</b> \$ <i>45,450</i>

<b>Terms</b>	<i>See attached details 100% net 30 days</i>
<b>Delivery Terms</b>	<i>FOB Job Site - Full Freight Allowed</i>
<b>Warranty</b>	<i>See attached details 12/18 months</i>
<b>Extended Warranty Available</b>	<i>Yes, Addendum form included herein</i>
<b>If yes, COST:</b>	<i>\$ 500 / year</i>
<b>Exceptions to Specifications</b>	<i>None, Duplicate to existing pumps</i>

If yes, list exceptions:


<b>FIRM</b>	<i>Trillium Pump Inc.</i>
<b>TAX ID/ DUNS #</b>	<i>77-0294303</i>
<b>SIGNED BY</b>	<i>[Signature]</i>
<b>PRINTED OR TYPED NAME</b>	<i>Shawn Gray</i>
<b>PRINTED OR TYPED TITLE</b>	<i>Wesco Territory Manager</i>
<b>ADDRESS</b>	<i>686 South St. PO Box 370 Wrentham MA 02093</i>
<b>E-MAIL ADDRESS</b>	<i>Shawn@wesco1.net</i>
<b>TELEPHONE #</b>	<i>774-847-4349</i>
<b>DATE</b>	<i>1/18/22</i>



**TOWN OF LISBON**  
**SEWER RETURN ACTIVATED SLUDGE PUMPS**  
**INSTALLATION**  
**BID NO. 2021-014**  
**PROPOSAL FORM**

To receive consideration, the Proposal Form must be filled in and signed.

The undersigned hereby declares that he has carefully examined the specifications and that he/she proposes and agrees, if this proposal is accepted, to provide the items identified in his/her proposal in accordance with the specifications listed; and that he/she will accept full payment therefor the following sum:

Company Performing Installation	<i>No Installation start-up below</i>	
<i>Start-up</i>	INSTALLATION PRICE PER PUMP:	\$ <i>1,200 / day</i>
	TOTAL BID PRICE:	\$ <i>3,600 Max</i>

Terms	<i>100 % net 30</i>	
Delivery Terms	<i>N/A</i>	
Warranty	<i>N/A</i>	
Extended Warranty Available	<i>N/A</i>	
If yes, COST:	\$	
Exceptions to Specifications	<i>N/A</i>	

If yes, list exceptions:

--

FIRM	<i>Wescor Associates</i>
TAX ID/ DUNS #	<i>04-2472146</i>
SIGNED BY	<i>[Signature]</i>
PRINTED OR TYPED NAME	<i>Shawn Gray</i>
PRINTED OR TYPED TITLE	<i>Wescor Territory Manager</i>
ADDRESS	<i>686 South St. P.O. Box 370 Wrentham MA 02593</i>
E-MAIL ADDRESS	<i>Shawn @ Wescor I. net</i>
TELEPHONE #	<i>774-847-4349</i>
DATE	<i>1/18/22</i>



## **PROPOSAL**

January 5, 2022

To: All Bidding Contractors

**SUBJECT: WEMCO PUMPS**

**JOB: Town of Lisbon RAS Pumps Bid No 2021-014**

**PROPOSAL NO. 762138**

Thank you for your inquiry for WEMCO equipment. We are pleased to offer our quotation as described below:

### **Scope of Supply – Bid No 2021-014**

Return Activated Sludge Pumps

**Qty. (3) 6" X 5" MODEL SFE5-J-BFE2S WEMCO Screw-Flow horizontal screw centrifugal pumps**

- ASTM A48 cast iron case, backplate and impeller flange
- ASTM A532 high chrome iron impeller and suction liner
- Durametalllic double CRO mechanical seal
- 10HP, 215T, 1800RPM severe duty, premium efficient motor
- Fabricated steel baseplate with pump and motor directly connected via flexible coupling

Please see Technical Offer 762138 Line 001 for more details

### **Following items are NOT included in the scope:**

- Anchor bolts, field hardware, valves, or gauges
- Gauges, valves, piping, pipe fittings, pipe supports, spare parts, extra paint or lubricants.
- Controls or instrumentation of any kind, including VFDs or starters.
- Installation & alignment
- Start-up, field and training services quoted separately and provided by: Wescor Associates

### **Technical Comments:**

Proposed pump is a duplicate to WEMCO SN 8810871

### **Document and Shipment Schedule:**

- Document submittal:.....6-8 weeks after executed PO
- Shipment:.....16-18 weeks after submittal approval

### **Price:**

### **To Follow**

### **Terms and Conditions**

### **Bid Price:**

Pricing is F.O.B. jobsite, Full Freight Allowed. Detailed receiving inspection is required within 72 hours of delivery and notification of damage claims must occur within 5 working days of delivery. No taxes or duties of any kind are included.

Pricing is firm for the shipment(s) indicated, provided the included schedules are maintained.

### **Payment Terms:**

100% Net 30 days. Payment terms in this proposal may not be changed without written authorization from WEMCO. Unauthorized retention of payments by

**VALVES – PUMPS – SERVICES**



Purchaser for any reason shall be subject to a service charge of 2% per month.

**Bid Validity:** This proposal is valid for an order for 60 days from the bid date and based on all conditions herein.

This quotation is conditioned on Buyer's acceptance of the Seller's Terms and Conditions of Sale (attached). Any modification to these terms and conditions may result in a price and/or delivery impact.

**Purchase orders must be made out to Trillium Pumps Inc.**

Thank you for the opportunity of submitting our proposal on WEMCO pumping equipment, and if we may be of further service, please contact our representative in your area:

WESCOR ASSOCIATES, INC.  
686 South Street  
Wrentham, MA 02093  
Tel: 508-384-8921, Fax: 508-384-8953

Or you can contact this office directly.

Sincerely,

Sarah Gray  
Applications Engineer  
Trillium Flow Technologies  
2949 S Railroad Ave  
Fresno, CA 93706  
T: 801-530-7595  
F: 801-530-7828  
E: sarah.gray@trilliumflow.com

**VALVES - PUMPS - SERVICES**



## Customer Technical Offer

Customer	Wescor Associates Inc.	Size / Stages	SFE5-J Horizontal / 1
Item number	001	Pump speed	1,520
Customer reference	Lisbon, ME	Quote number	762138

### Pump

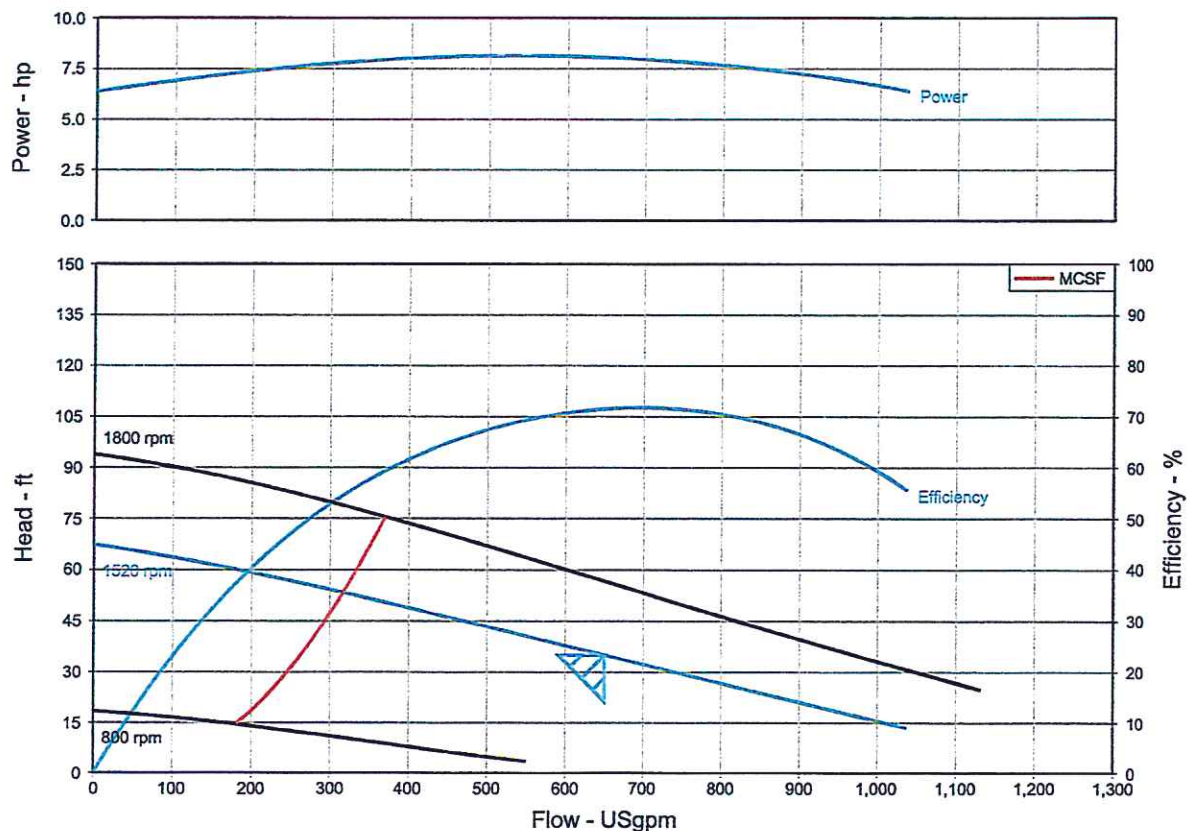
Qty	Description
3	<p><b>SFE5-J Horizontal</b></p> <p><b>Wet End</b></p> <p><b>Pump Options</b></p> <p>Cast Iron Case</p> <p><b>Liner Material</b></p> <p>High Chrome Liner (regulable)</p> <p>Grooved Liner</p> <p>Buna Wet End O-rings</p> <p>Steel Pump Hardware</p> <p>High Chrome Impeller</p> <p><b>Bearing Frame</b></p> <p><b>Bearing Frame</b></p> <p>Cast Iron Bearing Frame</p> <p>BFE2S Bearing Frame</p> <p><b>Pump Sealing</b></p> <p><b>Pump sealing</b></p> <p>Seal Type: Double Mechanical Seal</p> <p>Durametallic Double CRO Mechanical Seal</p> <p>Cast iron gland housing/backplate</p> <p>Stainless steel gland</p> <p><b>Driver</b></p> <p><b>Motors</b></p> <p>Trillium Supplied Motor: Trillium Supplied Motor</p> <p>10HP 215T 1800RPM Premium Efficiency TEFC Horizontal motor</p> <p>All motors are sized and selected in accordance with Hydraulic Institute Grade 2 - 2B performance test acceptance grades and tolerances which adds 8% to the rated horsepower requirement of the pump. This calculation has not changed the rated horsepower or efficiency shown on the Performance Data Sheet. View the link for more information from Hydraulic Institute.</p> <p>Motor manufacturer - Trillium Standard</p> <p><b>Baseplate and Drive</b></p> <p>Direct Drive Baseplate</p> <p>Steel Baseplate</p> <p>Trillium Standard Baseplate Design</p> <p>Steel Baseplate Hardware</p> <p>Fiberglass/Polyethylene Guards</p> <p>Coupling - Trillium Standard</p> <p><b>Protective Coatings</b></p> <p><b>Paint type</b></p> <p>Epoxy 2 Coat Paint - Blue (Prime and Top Coat)</p> <p>Unless otherwise noted all motors will be supplied with manufacturer's standard coating only</p> <p><b>Packing &amp; Shipping</b></p> <p><b>Shipping</b></p> <p>No Boxing</p> <p>Trillium Decision Carrier</p> <p><b>Freight Rates</b></p> <p>Freight Rates - Maine: Maine</p> <p><b>Material Testing</b></p> <p><b>Material Testing</b></p> <p>No Hardness Testing</p> <p>No Non-Destructive Testing</p>

Pump	
Qty	Description
	<b>Testing</b> <b>Testing</b> No Testing <b>Estimated Weights</b> Bareshaft Pump: 396.0 lb

## Pump Performance Datasheet

Customer	: Wescor Associates Inc.	Quote number	: 762138
Customer reference	: Lisbon, ME	Size	: SFE5-J Horizontal
Item number	: 001	Stages	: 1
Service	: RAS Pump	Based on curve number	: P25-D103
Quantity	: 3	Date last saved	: 04 Jan 2022 2:29 PM

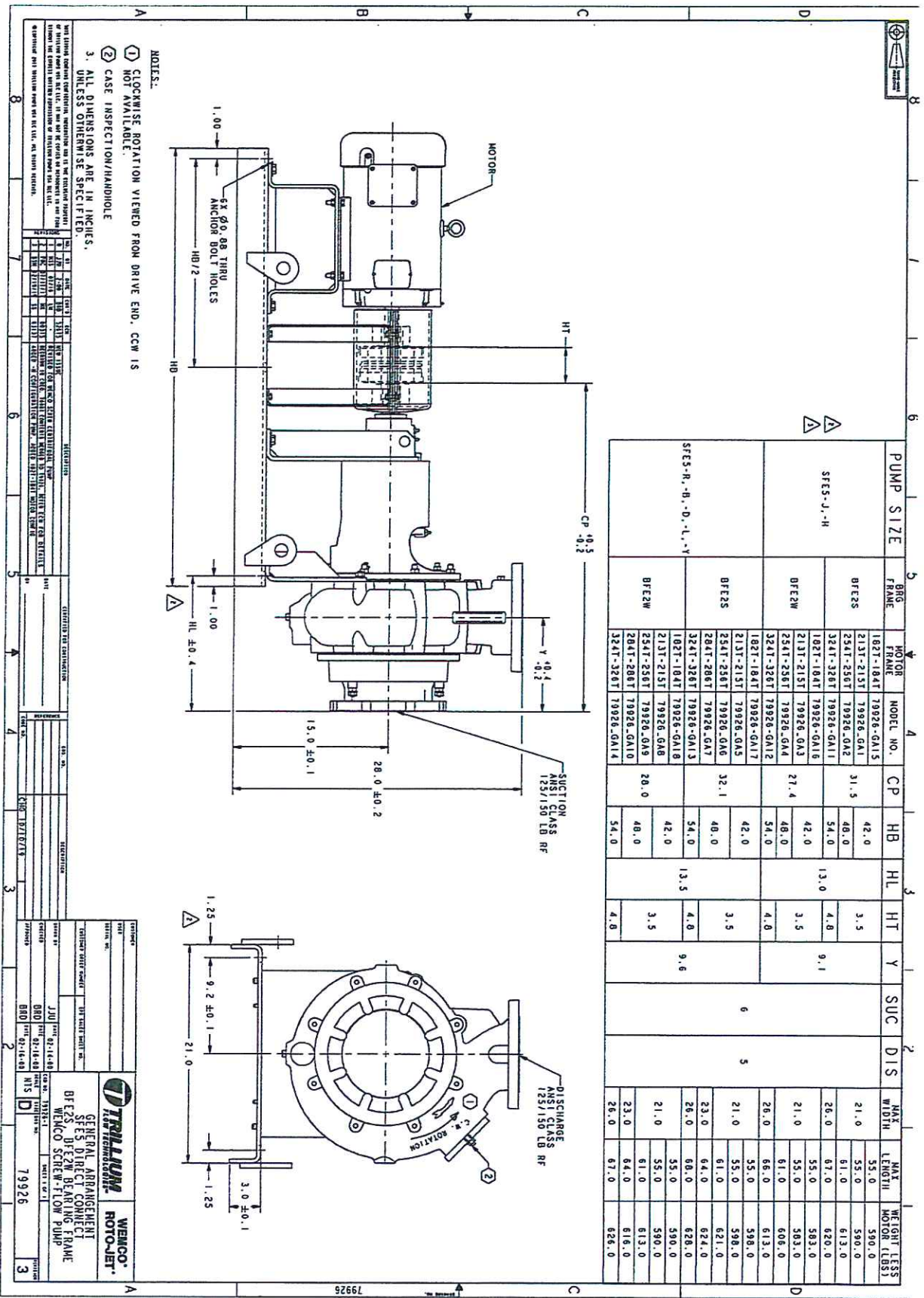
Operating Conditions		Liquid	
Flow, rated	: 650 USgpm	Liquid type	: User defined
Differential head / pressure, rated (requested)	: 35.0 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 34.9 ft	Solids diameter, max	: 3.00 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
Performance		Viscosity, rated	: 1.00 cP
Speed criteria	: Synchronous	Vapor pressure, rated	: 0.00 psi.a
Speed, rated	: 1520 rpm	Material	
Speed, maximum	: 1800 rpm	Material selected	: Standard
Speed, minimum	: 800 rpm	Pressure Data	
Efficiency	: 71.53 %	Maximum working pressure	: 15.18 psi.g
NPSH required / margin required	: - / 0.00 ft	Maximum allowable working pressure	: 87.00 psi.g
Ns (imp. eye flow) / Nss (imp. eye flow)	: 2,940 / - US Units	Maximum allowable suction pressure	: N/A
MCSF	: 317 USgpm	Hydrostatic test pressure	: N/A
Head maximum, rated speed	: 67.4 ft	Driver & Power Data (@Max density)	
Head rise to shutoff	: 92.09 %	Driver sizing specification	: Rated power
Flow, best eff. point	: 696 USgpm	Margin over specification	: 0.00 %
Flow ratio, rated / BEP	: 93.45 %	Service factor	: 1.00
Speed ratio (rated / max)	: 84.44 %	Power, hydraulic	: 5.76 hp
Head ratio (rated speed / max speed)	: 61.86 %	Power, rated	: 8.05 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Power, maximum, rated diameter	: 8.14 hp
Selection status	: Acceptable	Minimum recommended motor rating	: 10.00 hp / 7.46 kW





### Construction Datasheet

Customer : Wescor Associates Inc.					Quote Number : 762138	
Project : Lisbon, ME					Model / Size : SFE5-J Horizontal	
Item number : 001					Stages : 1	
Service : RAS Pump					Pump speed : 1,520	
Quantity of pumps : 3					Date last saved : 04 Jan 2022 2:29 PM	
Construction					Driver Information	
Nozzle	Size	Rating (ANSI)	Face	Pos'n	Manufacturer : N/A	
Suction	6 in	125 lbs	RF	Left	Power : N/A	
Discharge	5 in	125 lbs	RF	Right	Service factor : N/A	
Impeller Type : Screw-Centrifugal					Speed : N/A	
Impeller Design : Non-Clog					Orientation / Mounting : Horizontal/Foot	
Pump Orientation : Horizontal					Driver type : N/A	
Bearing Type (Rad/Thr) : Ball/Ball					Frame-size : N/A	
Bearing Lubrication : Grease					Enclosure : N/A	
Rotation (view from shaft-end) : CW					Hazardous area class : N/A	
Materials					Explosion rating : N/A	
Casing : Cast Iron					Volts / Phase / Hz : N/A	
Impeller : High Chrome					Insulation : N/A	
- : High Chrome (regulable)					Temperature Rise : N/A	
Elastomer : Buna Wet End O-rings					Motor mounted by : N/A	
Shaft : Steel						
Sleeve : N/A						
Baseplate, Connection and Guard					Seal, Gland and Piping	
Baseplate Type : No Baseplate					Seal Arrangement : Double	
Baseplate Material : N/A					Seal Size : N/A	
Orientation : N/A					Manufacturer : Flowserve	
Connection Type : N/A					Gland Material : Stainless Steel	
Guard : N/A					Seal Face Mat'l : WSP Standard	
Weights (Approx.)					Throat Bushing : N/A	
Bareshaft pump : 396.0 lb					Seal Flush Plan : N/A	
Baseplate : 0.00 lb					Seal Flush Construction : N/A	
Driver : 0.00 lb						
Total weight : 396.0 lb						







## TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In the Contract the following definitions apply as well as any definitions defined locally within these Terms and Conditions or the applicable Purchase Order:

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by or is under common control with, another entity;

**"Applicable Law"** means all applicable laws, legislation, regulations and governmental guidance having binding force, whether local or national, and having jurisdiction over the parties in relation to the Contract;

**"Contract"** means these Terms and Conditions and the applicable Purchase Order;

**"Customer"** means the person specified in the Purchase Order who purchases Goods and/or Services from Trillium, and such person's successors;

**"Customer Plant"** means Customer's plant, machinery, goods and/or equipment which is to be serviced by Trillium as part of the Services;

**"Defect"** has the meaning given in clause 8.2, and **"Defective"** shall be construed accordingly;

**"Force Majeure"** means an event or sequence of events beyond a party's reasonable control, preventing or delaying that party from performing its obligations under the Contract, including: (a) an act of God, fire, flood, lightning, earthquake or other natural disaster, epidemic or pandemic; (b) any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown; (c) war, riot or civil unrest; (d) interruption or failure of supplies of power, fuel, water, transport, equipment, telecommunications service, or material required for performance of the Contract; or (e) strike, lockout or boycott or other industrial action including those involving Trillium or its workforce;

**"Goods"** means all goods, products and ancillary equipment and spare parts specified in the applicable Purchase Order;

**"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, rights in Confidential Information, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world;

**"Price"** means the price payable by the Customer to Trillium for the applicable Goods and/or Services (as applicable);

**"Purchase Order"** means the document agreed by the parties that sets out details of the Goods and/or Services that are to be provided by Trillium to the Customer in accordance with these Terms and Conditions and any terms mutually agreed in the Purchase Order;

**"Site"** means the address of the place where the Services are to be performed, as specified in the Purchase Order;

**"Services"** means the services set out in the Purchase Order that are to be performed by Trillium or by the Sub-Suppliers, as the case may be;

**"Sub-Supplier"** means any agent, sub-contractor or other third party engaged by Trillium in relation to the provision of the Goods and/or Services;

**"Sub-Supplier Personnel"** means all employees, officers, staff, other workers, agents and consultants of a Sub-Supplier;

**"Terms and Conditions"** means these terms and conditions of sale in relation to the applicable Contract;

**"Trillium"** means the Trillium entity specified in the Purchase Order that provides the Goods and/or Services to the Customer, and such Trillium entity's successors;

**"Trillium Indemnities"** means Trillium, its Affiliates and Sub-Suppliers, and its and their respective personnel; and

**"Trillium Personnel"** means all employees, officers, staff, other workers, agents and consultants of Trillium and its Affiliates who are engaged in the performance of Trillium's obligations under the Contract from time to time.

- 1.2 The parties agree that: (a) the headings to the clauses in these Terms and Conditions are inserted for convenience of reference and shall not affect their interpretation; (b) in case of any conflict or inconsistency between these Terms and Conditions and the terms of the Purchase Order, the terms of the Purchase Order shall prevail; and (c) English shall be the language of the Contract, and all communications, written or oral, and documents under the Contract shall be in the English language unless otherwise stated elsewhere in the Contract.

### 2. APPLICABILITY, CONTRACT FORMATION AND CHANGES

- 2.1 **Applicability.** These Terms and Conditions apply to all orders for Goods and/or Services made by the Customer pursuant to a Purchase Order. Unless expressly agreed in writing by Trillium, any terms or conditions in the Customer's request or other documents provided by the Customer shall not apply to any Goods or Services provided by Trillium and shall not bind Trillium, and Trillium explicitly rejects any such terms or conditions.
- 2.2 **Contract Formation.** Where the Customer wishes to purchase Goods and/or Services from Trillium it will communicate its requirements to Trillium. Upon receipt of such request, Trillium may produce a draft document setting out the details of the Goods and/or Services that Trillium proposes to provide and shall provide this draft document to the Customer. If applicable, the terms of the draft document shall be valid for the time period stated in that draft document and thereafter are subject to change. The Contract between Trillium and the Customer is formed upon the parties formally executing or otherwise acknowledging in writing a Purchase Order and shall continue until each party's obligations are completed in accordance with the terms of the Contract, unless terminated earlier in accordance with the terms of the Contract (the **"Term"**). Trillium has no obligation to agree to any Purchase Orders.
- 2.3 **Changes.** The Customer may request modifications as to the amount, scope and/or nature of the Goods and/or Services via a written change request. If, in Trillium's sole opinion, any such modification will affect the agreed Price and/or time of delivery, Trillium will notify the Customer in writing and will not be obligated to perform any modification unless the Customer agrees in writing to such Price and/or time of delivery amendment. The Customer shall not tamper with, or make changes or additions to, the Goods, including any labels, plates, markings and any other feature carried by the Goods.

### 3. PRICE AND PAYMENT

- 3.1 **Price and Payment Terms.** The Price and payment terms shall be as set out in the Purchase Order. Where no Price for Services is set out in the Purchase Order, it shall be calculated on a time and materials basis in

accordance with Trillium's price schedule then in force. Where no payment terms are set out in the Purchase Order, payment of each invoice shall be due and payable thirty (30) days after the date of the invoice. All invoices shall be paid without any set-off, counterclaim or deduction whatsoever.

- 3.2 **Additional Charges.** Any technical documents, inspection reports, evaluation or opinion requested by the Customer in connection with the Contract shall be chargeable, such charges to be agreed by the parties. Any time that Trillium Personnel or Sub-Supplier Personnel are required at the Site(s) outside of the agreed working hours shall be chargeable as overtime. If Trillium incurs any costs due to the Customer's failure to comply with any of its obligations under the Contract, the Customer shall be responsible for such costs.

- 3.3 **Excluded Charges and Tax.** Unless expressly provided otherwise in the Purchase Order: (a) transportation charges, delivery charges, customs duties, insurance charges, packaging costs, consular fees, and any other similar charges are not included in the Price; and (b) the Customer shall be responsible for all taxes (other than taxes based on the Income of Trillium), charges and assessments levied or imposed on the sale(s) made under the Contract. In the event that Trillium is required to pay any such tax, charge, or assessment, the Customer agrees to promptly reimburse Trillium for said amount(s).

- 3.4 **Interest on Overdue Amounts.** If the Customer fails to pay any invoice by the due date for payment, Trillium shall be entitled, without prejudice to any other right or remedy, to suspend (without notice) any or all further performance of its obligations under the Contract and charge interest on any amount outstanding at a rate of the lesser of: (a) eighteen per cent (18%) per annum (one and a half per cent (1.5%) per month); or (b) the maximum rate allowed by Applicable Law, such interest being charged from the due date until paid as a separate, continuing obligation not merging with any judgment, together with any statutory debt recovery costs.

### 4. DELIVERY, TESTING AND ACCEPTANCE OF GOODS

- 4.1 **Delivery.** Delivery terms for Goods shall be as per the INCOTERM 2010 stated in the Purchase Order. Where no INCOTERM 2010 is stated in the Purchase Order, delivery shall be EXW INCOTERM 2010 Trillium's specified premises. The Customer must collect the Goods, or arrange for the Goods to be collected, within seven (7) days of notice from Trillium that the Goods are ready to be collected. If the Goods are not collected within such time period, Trillium may, at its discretion: (a) where title has not passed to the Customer, sell the Goods at the best price readily obtainable and recover from the Customer any shortfall between the Price for the Goods and the price obtained by Trillium; or (b) arrange for the storage of the Goods, which, unless otherwise agreed, shall be at the Customer's exclusive cost and expense. Where storage is not at Trillium's premises, risk in the Goods will pass to the Customer upon the Goods leaving Trillium's premises. The time of delivery shall not be of the essence and if Trillium is unable for any reason to fulfil any delivery of the Goods on the specified date, Trillium shall not be treated as being in breach of the Contract and the Customer shall not be entitled to reject delivery, terminate the Contract, nor to any compensation in respect of such delay. This clause shall not affect any agreed Liquidated Damages payable for late delivery of the Goods in accordance with clause 4.4.

- 4.2 **Testing.** Goods manufactured by Trillium will be subject to Trillium's standard tests. Any additional testing requested by the Customer will be subject to the payment by the Customer of additional charges.

- 4.3 **Acceptance.** Following delivery of the Goods in accordance with the Contract, and unless expressly excluded by the Customer to Trillium in writing, the Customer shall accept the Goods.

- 4.4 **Liquidated Damages.** Where the parties have agreed in the Purchase Order that any sum will be payable for late delivery of the Goods, if delivery of the Goods is delayed beyond the agreed delivery date due to an act or omission of Trillium then Trillium shall pay to the Customer a sum calculated at the percentage rate (stated in the Purchase Order) of the price of the delayed Goods for each week between the agreed delivery date and the actual date of delivery, up to the maximum amount specified in the Purchase Order. Such sum shall be the Customer's sole and exclusive remedy and paid as liquidated and ascertained damages by Trillium to the Customer in full and final settlement and satisfaction of Trillium's entire liability for any loss, damages, costs or expenses suffered or incurred by the Customer arising from such delay (**"Liquidated Damages"**). Liquidated Damages are not applicable to the delivery of spare parts or Services.

- 4.5 **Provision of Documents.** Where the Purchase Order requires Trillium to provide documents for approval by the Customer, Trillium shall provide such documents within the time period agreed, or if no time period is agreed, within a reasonable time from receipt of the Purchase Order.

### 5. TITLE AND RISK

- 5.1 **Title and Risk.** Title and property in all Goods shall remain vested in Trillium until receipt by Trillium of payment in full of the Price (including any storage costs and expenses and default interest) for such Goods from the Customer. Risk in the Goods shall pass to the Customer in accordance with the agreed INCOTERM 2010. Customer shall provide access to the Customer's premises in order for Trillium to recover Goods in respect of which title and property has not passed to the Customer.

- 5.2 **Trillium Property.** Any Goods delivered by Trillium to the Customer where title and property remains vested in Trillium: (a) shall be stored by the Customer separately from any other goods or materials; (b) shall not be incorporated in or mixed with any other goods or materials; and (c) may be sold or used by the Customer in the ordinary course of the Customer's business at the full market value and to the account of Trillium. The entire proceeds from such sale or use shall be held by the Customer in trust in a separate account for the benefit of Trillium.

- 5.3 **Customer Plant.** In respect of Customer Plant: (a) the Customer warrants that it is the owner, or the authorized agent of the owner, of the Customer Plant with express authority to contract with Trillium on the terms and conditions of the Contract; and (b) all Customer Plant delivered to Trillium shall be at the sole risk of the Customer, and Trillium shall be under no obligation to the Customer for any loss or damage to the Customer Plant however caused, except for any damages caused by the negligence of Trillium Personnel or Sub-Supplier Personnel. Accordingly, the Customer should make such arrangements for insurance thereof as it thinks fit.

6. **PERFORMANCE OF THE SERVICES.** The Services shall be performed at the Site(s) on the date(s) specified in the Purchase Order, by Trillium or any Sub-Supplier appointed by Trillium; however, time of performance of the Services is not of the essence. If the Contract provides for any estimated dates for the performance of the Services, Trillium shall use its reasonable endeavors to meet such estimated dates, provided that the Customer agrees that any such dates are indicative only and that Trillium shall not be liable for any failure to meet any dates where such failure is caused by an act or omission of the Customer, its agents, subcontractors, consultants or employees.





## 7. OBLIGATIONS OF THE CUSTOMER

7.1 **Provision of Data.** The Customer shall promptly provide to Trillium all applicable data that is relevant to the provision of the applicable Goods and/or Services, including full operations conditions, information, instructions, procedures, technical documents and drawings. Trillium shall provide the Customer with the general arrangement or outline drawings for the Goods (or part thereof), only as is strictly necessary and in accordance with the Purchase Order's requirements. Where required, the Customer shall promptly return one (1) set of applicable drawings marked with its approval. Approval delays can result in delayed fabrication, extended shipping dates, and increased costs to the Customer.

7.2 **Site(s).** The Customer shall provide Trillium Personnel, Sub-Suppliers and Sub-Supplier Personnel all access to the Site(s) as is necessary in order for Trillium to comply with its obligations under the Contract and shall ensure that it has in place all necessary licenses, permits and authorization to allow such access. The Customer shall ensure, and it shall cause any applicable third party to ensure, that the Site(s) is/are in a condition allowing the performance of the Services to commence in accordance with the Contract and without any health and safety risks to those attending the Site(s) and it shall carry out all the preparatory work in accordance with any documents and instructions supplied by Trillium with all due care and in accordance with good industry practices. The Customer shall take all measures required by Applicable Law in respect of the provision of the Services and the presence of the Trillium Personnel and of the Sub-Supplier Personnel at the Site(s) or elsewhere where the Services are to be supplied. If the Customer fails to take such measures and if the safety of Trillium Personnel or Sub-Supplier Personnel is not guaranteed, Trillium may at any time refuse or interrupt the provision of Services as well as remove the applicable personnel from the Site(s), until the issues have been fully rectified by the Customer, and shall have no liability to the Customer for such actions or any consequences (including any damage or loss) of such actions. The Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with the applicable Trillium Indemnitees' attendance at any Site in order to provide the Services.

7.3 **Decontamination.** Any Defective Goods returned to Trillium and any Customer Plant made available to Trillium in respect of the Services shall, prior to being returned or made available, be cleaned by the Customer of all process related materials ("Decontamination"). The Customer shall provide Trillium with a certificate of Decontamination in respect thereof. Goods and Customer Plant delivered to Trillium (for whatever reason) without having been so cleaned or without a certificate of Decontamination may be returned at any time and otherwise shall be quarantined and subjected to an independent Decontamination at the Customer's expense and Trillium shall have no obligations in respect of such Goods or Customer Plant. The provision of Goods and/or Services (as applicable) shall be withheld pending settlement of any outstanding charges. The Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with any Goods that are not Decontaminated.

7.4 **Erection/Commissioning.** Where the Services include the erection and/or commissioning, or supervision of erection and/or commissioning, of Goods and/or Customer Plant, the Customer will provide, at its expense, all other labor, all amenities, suitable access to and occupation of the Site(s), proper foundations ready to receive the Goods and/or Customer Plant (as applicable), adequate cranes, lifting gear and machines, scaffolding, mason's, joiner's and builder's work, suitable protection for the Goods and/or Customer Plant (as applicable), and all other facilities and assistance reasonably required by Trillium or any Sub-Supplier.

## 8. WARRANTIES

8.1 **Warranty Period.** Trillium's warranty obligations under the Contract shall not commence until the full contract Price has been received by Trillium for the applicable Goods and/or Services. Unless otherwise agreed in writing by the parties, the "Warranty Period" for: (a) agreed deliverables provided as part of the Services ("Deliverables") shall be twelve (12) months from the date of completion of the Deliverables in accordance with the specification set out in the Purchase Order; (b) all Goods (excluding spare parts) provided by Trillium shall be the period of: (i) twelve (12) months from the date that the Goods are installed; or (ii) eighteen (18) months from the actual delivery date, whichever is the earlier; and (c) for any spare parts provided by Trillium, shall be the period of twelve (12) months from the date of the delivery of the applicable spare part.

8.2 **Warranty.** During the applicable Warranty Period, Trillium warrants that any Deliverables shall substantially conform to their description and specification specified in the Purchase Order and that any Goods shall be free from material defects in the design, materials and workmanship (the "Trillium Warranty"). If the Deliverables or Goods (as applicable) do not conform to the Trillium Warranty during the Warranty Period (a "Defect"), as the Customer's sole and exclusive remedy, Trillium shall, at its sole option, remedy the Defect (by reperforming the Services relating to the Defective Deliverable or repairing or replacing the Defective Goods (as applicable)) or refund the Price for the applicable Defective Deliverable or Defective Goods, provided that, within the Warranty Period, the Customer serves a written notice to Trillium with a detailed description and reasonable evidence of the Defect within seven (7) days of the date on which the Customer discovered the Defect or should have reasonably discovered the Defect. The Customer shall give Trillium a reasonable opportunity to examine the Customer's claim of a Defect (including inspecting the Goods or Deliverables (as applicable)) and shall promptly cooperate to any extent necessary to grant Trillium sufficient time to do so. Any reperformance of the Services relating to the Defective Deliverable or repair or replacement of Defective Goods shall not extend the Warranty Period for those Goods or Deliverables and the Warranty Period for the repaired or replaced Goods or Deliverables shall expire on the same date as the Warranty Period for the original Goods or Deliverables. The Customer shall only be entitled to request a refund of the Price in respect of Defective Goods or Defective Deliverables in the event that Trillium fails to replace or repair the applicable Defective Goods or Defective Deliverables.

8.3 **Warranty Exclusions.** The Trillium Warranty and remedies provided under clause 8.2 shall not apply in respect of, and Trillium shall not be liable for: (a) the effects of erosion or corrosion; (b) fair wear and tear; (c) any consumables (including lubricants, seals, gaskets, O-rings etc.); nor (d) Defects that arise due to, or as a result of the Customer, or any third party (not acting on behalf of Trillium): (i) failing to install or maintain, or incorrectly installing or maintaining, the Goods or Deliverables; (ii) incorrectly using the Goods or Deliverables; (iii) repairing or altering the Goods or Deliverables without Trillium's written consent; (iv) improperly storing the Goods or Deliverables; or (v) tampering with the Goods or Deliverables.

8.4 **Location of Repair.** If the parties agree that Defective Goods shall be repaired at a location specified by Trillium, the Customer shall deliver such Defective Goods to such location at the Customer's expense, subject to the Decontamination requirements at clause 7.3. Repaired or replaced Goods shall be redelivered by

Trillium free of charge to the original point of delivery but otherwise in accordance with and subject to these Terms and Conditions. Where it is agreed that Trillium is to repair or replace Defective Goods at the Customer's premises, Trillium shall not be responsible for any on-site costs, including removal and reinstallation of any Goods.

8.5 **Customer Warranty.** The Customer warrants and represents that: (a) it has provided Trillium with all relevant, full and accurate information as to the Customer's business and needs, as well as all the information required in order for Trillium to perform its obligations under the Contract; and (b) it is properly financed and organized, it is solvent and has not made a general assignment for the benefit of creditors nor has it been adjudicated bankrupt or insolvent and it is not aware of any fact or event based upon which, in its reasonable opinion, it may face any such situation of financial distress described in this clause before the completion of all its obligations under the Contract.

## 9. INDEMNITY AND INSURANCE

9.1 **Indemnity.** The Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with the Customer's breach of any of the Customer's obligations under the Contract or Applicable Law.

9.2 **Insurance.** The Customer shall have in place contracts of insurance with reputable insurers incorporated in its country of establishment to cover its obligations under the Contract. On request, the Customer shall supply evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Customer shall, on request by Trillium, assign to Trillium the benefit of such insurance.

## 10. LIMITATION OF LIABILITY

10.1 **UNLIMITED LIABILITY.** NOTHING IN THE CONTRACT LIMITS ANY LIABILITY OF THE PARTIES FOR: (i) ANY INDEMNITY PROVIDED UNDER THESE TERMS AND CONDITIONS; (ii) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (iii) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (iv) ANY LIABILITY WHICH CANNOT LEGALLY BE LIMITED.

10.2 **EXCLUSIONS.** SUBJECT TO CLAUSE 10.1 ABOVE AND NOTWITHSTANDING ANYTHING IN THE CONTRACT TO THE CONTRARY, TRILLIUM SHALL NOT BE RESPONSIBLE OR HELD LIABLE TO THE CUSTOMER OR ANY THIRD-PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, DELAY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFIT, PRODUCTS, BUSINESS, REVENUE, GOODWILL, SAVINGS, USE, CONTRACTS OR POWER, OR ECONOMIC LOSSES, OR BUSINESS INTERRUPTIONS, OR OTHER SIMILAR DAMAGES (WHETHER SUCH DAMAGES ARE CHARACTERIZED AS DIRECT OR INDIRECT), REGARDLESS OF WHETHER TRILLIUM WAS INFORMED OF THE POSSIBILITY OF SUCH, AND HOWEVER THE SAME MAY BE CAUSED, INCLUDING BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY OF TRILLIUM.

10.3 **LIMITATION OF LIABILITY.** SUBJECT TO CLAUSES 10.1 AND 10.2 ABOVE AND NOTWITHSTANDING ANYTHING IN THE CONTRACT TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY, IF ANY, OF TRILLIUM (WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT OR OTHERWISE) UNDER OR IN CONNECTION WITH THE CONTRACT SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO ONE HUNDRED PERCENT (100%) OF THE TOTAL PAYMENTS RECEIVED BY TRILLIUM FROM THE CUSTOMER IN RESPECT OF THE PARTICULAR GOODS OR SERVICES (OR PART THEREOF) GIVING RISE TO THE CLAIM.

10.4 **WARRANTY DISCLAIMER.** EXCEPT FOR THOSE EXPRESS WARRANTIES SET OUT IN THE CONTRACT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER EXPRESSLY WAIVES, AND TRILLIUM EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY STATUTORY WARRANTIES THAT ARE INCONSISTENT WITH THE WARRANTIES PROVIDED IN THE CONTRACT ARE EXPRESSLY DISCLAIMED BY TRILLIUM AND WAIVED BY THE CUSTOMER. TRILLIUM'S OBLIGATIONS CONTAINED IN ANY WARRANTY PROVIDED BY TRILLIUM TO THE CUSTOMER UNDER THE CONTRACT SHALL CONSTITUTE TRILLIUM'S SOLE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE ISSUE(S) GIVING RISE TO THE WARRANTY CLAIM, IRRESPECTIVE OF TRILLIUM'S FAULT, NEGLIGENCE OR LIABILITY WITHOUT FAULT.

## 11. INTELLECTUAL PROPERTY

11.1 **Trillium IP.** The Customer acknowledges that, unless otherwise agreed in the Purchase Order, all Intellectual Property Rights in any Goods, Deliverables, designs, drawings, documents and/or software or any items related thereto, or any other items provided to the Customer during the performance of the Contract (collectively referred to as "Trillium IP"), belong solely and exclusively to Trillium or to Trillium's licensor(s) (as applicable). Subject to the terms of the Contract, Trillium grants the Customer a revocable, non-exclusive, non-transferable, non-sublicensable license to use the Trillium IP, to the extent such Trillium IP is embedded in Goods or Services provided by Trillium to the Customer under the Contract, solely for the purpose and to the extent necessary to enable the Customer to exercise its rights under the Contract (including to operate and maintain the Goods or to receive the Services) in accordance with its terms (the "Permitted Purpose"). The Customer undertakes that it will not use, except for the Permitted Purpose, nor make available to any third party (in any form) any Trillium IP without the prior written consent of Trillium. Subject to clause 5.2, this clause shall not prohibit the Customer's right to sell Goods in the ordinary course of the Customer's business. For the avoidance of doubt and notwithstanding any other provisions in the Contract, Trillium shall not be required to provide to the Customer, and no license is granted under the Contract to use, shop or manufacturing drawings nor any of Trillium's confidential manufacturing drawings, designs, in-house standards or know-how, nor the confidential details of manufacturing practices, processes or operations belonging to Trillium or its licensors (as applicable).

11.2 **Customer Materials.** If the Customer provides specific documentation and/or information to Trillium in relation to the performance of the Contract ("Customer Materials"), the Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with any action, demand or claim that the Trillium Indemnitees' use of the Customer Materials infringes the rights (including Intellectual Property Rights) of any third party.

## 12. CONFIDENTIALITY

12.1 Any document, data, drawings, plans, designs, images, specifications, technical data and any other material or information supplied or made available by one party ("Discloser") to the other party ("Recipient") as part of the Contract or any other documentation or information in whatsoever form provided by the Discloser to





the Recipient during the performance of the Contract ("Confidential Information"), shall be treated as strictly confidential and shall not be divulged by the Recipient to any person, except as required by law or to the Recipient's personnel, subcontractors or professional advisors, who need to know such Confidential Information in order for the Recipient to comply with its obligations under, or receive the benefit of, the Contract, and provided that such recipients are subject to obligations of confidentiality in respect of such Confidential Information. As between the Recipient and the Discloser, the Discloser retains title to all of its Confidential Information.

**13. PROCESSING OF PERSONAL DATA.** Each party, as an autonomous data controller, agrees to process the personal data acquired from the other party during the performance of the Contract (the "Personal Data") in compliance with the provisions of General Data Protection Regulation (EU) 2016/679 and the United Kingdom's adoption of the General Data Protection Regulation and every law and provision concerning personal data protection which may be applicable from time to time (hereinafter, collectively referred to as "Data Protection Laws"). Each party, for the parts they are responsible for, is specifically obliged to comply with, when necessary, obligations concerning information to be sent to the data subjects (including ensuring appropriate legal basis for processing) and to obtain, when necessary, from the same all required consent in relation to the processing of the Personal Data transferred to and processed by the other party and to meet any obligations provided for by Data Protection Laws. Each party may exercise any rights they have under the Data Protection Laws in relation to the other party at any time. The parties declare that their respective representatives processing the Personal Data, directly and/or indirectly concerned with the performance of the Contract, have been informed of the confidential nature of, and legal requirements (including those under the Data Protection Laws) relating to, such Personal Data and have received suitable training on their responsibilities to protect the Personal Data.

#### 14. COMPLIANCE WITH LAW AND REGULATIONS

**14.1. Applicable Law.** The Customer represents and warrants that it is, and will remain, fully compliant with all Applicable Law, instructions and policies, including, but not limited to all statutory licenses or permits required for the receipt of the Goods and/or Services and the performance of its obligations under the Contract. Each party shall comply with all Applicable Law in connection with bribery or anti-corruption. If required by Trillium, the Customer shall complete and sign an end user certificate before the Customer receives the Goods or Services. Unless otherwise agreed in writing, Trillium accepts no responsibility or liability for failure to comply with statutory or local regulations or by-laws that affect the siting, construction or operation of the Goods supplied under the Contract. Any relevant consents or approvals required shall be the responsibility of, and obtained by, the Customer.

**14.2. Export and Dual Use Law.** The Customer acknowledges that Trillium is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of Goods to be supplied under the Contract, as well as any laws or regulation relating to "dual use", including, but not limited to, U.S. government export rules relating to items made from Hastelloy C-276 alloy, Hastelloy C-276 alloy, and Inconel 718 alloy, and Council Regulation (EC) No 428/2009, as amended, and any export license requirements (collectively, the "Export and Dual Use Law"). The Customer agrees it shall not at any time directly or indirectly use, export, sell, transfer, assign or otherwise dispose of the Goods in a manner which will result in non-compliance with applicable Export and Dual Use Law. If any of the Goods fall under the definition of "dual use" item, the Customer shall cooperate with Trillium for the purpose of obtaining any required licenses and approvals and shall provide any and all information necessary. The Contract may also involve information or items that are subject to the International Traffic in Arms Regulations ("ITAR") or Export Administration Regulations ("EAR"), and the Customer agrees that it will comply with ITAR and EAR and shall not export or re-export, directly or indirectly, any hardware, software, defense service, information or technical data provided by, through, or with the cooperation of Trillium, to any Foreign Person (as defined in ITAR), including persons employed by or associated with, or under contract with, the Customer or the Customer's lower-tier suppliers without the prior written consent Trillium and without first obtaining any required export license or other approval.

**14.3. Restricted Party Lists.** The Customer represents that neither the Customer nor any of its Affiliates is included on any of the restricted party lists maintained by the government of the country(ies) in which Trillium or its Affiliates are based. The Customer shall promptly notify Trillium in writing if the Customer is, or becomes, listed in any such lists or if the Customer's export privileges are otherwise denied, suspended, or revoked in whole or in part by any governmental authority.

#### 15. TERMINATION

**15.1. Termination.** The Customer may terminate the Contract or any part thereof for any reason by written notice to Trillium, provided that (other than where such termination is due to a material default of the Contract by Trillium) the Customer shall pay to Trillium the total costs which have been incurred by Trillium as of the date such termination is effective plus a reasonable profit margin, less any payments previously received. In addition, the Customer shall reimburse Trillium all reasonable documented direct and indirect costs incurred by Trillium as a result of the termination and, if any, costs Trillium may incur from its vendors as a result of the Customer's termination. Without affecting any other right or remedy available to it, Trillium may terminate the Contract (in whole or in part) immediately by written notice to the Customer, if the Customer: (a) is in material or continuing breach of any provision of the Contract, which cannot be remedied or is not remedied within fourteen (14) days of notice of breach from Trillium; or (b) becomes bankrupt or insolvent, has a receiving order made against it, makes agreement with its creditors, commences to be wound up (except for a voluntary winding up for the purpose of solvent reconstruction or amalgamation), or carries on its business under a receiver for the benefit of its creditors or any of them.

**15.2. Consequences of Termination.** Upon the Contract ending for any reason, the Customer shall return all of Trillium's documents, drawings and any other items or information (including all Confidential Information) in the Customer's possession.

#### 16. GENERAL

**16.1. Notices.** Any notice given by a party under the Contract shall be: (a) in writing and in English; (b) signed by, or on behalf of, the party giving it (except for notices sent by email); (c) sent to the relevant party at the address set out in the Contract; and (d) served by: (i) email (in a form that identifies the sender and clearly indicates the subject matter of the notice in the subject heading of the email) to the email address set out in the Contract or as otherwise notified from time to time, and it will be deemed to have been duly given or made (and duly received by the addressee) at the time of transmission by the sender (as recorded on the device of the sender); or (ii) hand (which will include by courier, whether local or international) to the address set out in the Contract or as otherwise notified from time to time, and it will be deemed to have been duly given or made (and duly received by the addressee) at the time of delivery. The parties may not serve documents relating to formal legal proceedings by email.

**16.2. Force Majeure.** If, by reason of an event of Force Majeure, either of the parties shall be delayed in, or prevented from, performing any of the provisions of the Contract (other than the Customer's obligation to make payments in accordance with the Contract) then, provided that the affected party promptly notifies the other in writing of the nature and extent of such event as soon as practicable, such delay or non-performance shall not be deemed to be a breach of that party's obligations under the Contract and no loss or damage shall be claimed by either of the parties hereto from the other by reason thereof. If Trillium suffers delay and/or incurs any costs by reason of an event of Force Majeure, Trillium shall be entitled to an extension of time under the Contract (including time for demobilization and redeployment of Trillium Personnel or any Sub-Supplier Personnel). If the Force Majeure event continues to delay or prevent either party's performance of the provisions of the Contract for a continuous period of more than sixty (60) days, either party may terminate the Contract by written notice to the other party.

**16.3. COVID-19.** The parties are aware of the current outbreak of COVID-19 (the "COVID-19 Pandemic") which is impacting or may impact Trillium's performance of the Contract. The parties agree that Trillium is entitled to any potential cost compensation, extension of time, or other reasonably required contractual adjustments, if any consequences, whether directly or indirectly resulting out of, or in connection with the COVID-19 Pandemic, affects any of its obligations under the Contract and, if required by Trillium, the parties shall renegotiate the Contract in good faith to achieve, as nearly as possible, its original commercial intent. Trillium expressly reserves the right to adjust any Contract terms which are impacted by COVID-19 Pandemic related guidelines and restrictions issued by competent authorities and/or by Trillium and/or any of its Affiliates.

**16.4. No Employment.** Trillium and each of its Sub-Suppliers shall act as an independent contractor with respect to the Services and neither Trillium Personnel nor any Sub-Supplier Personnel shall be deemed to be employees, personnel or a representative of the Customer. If, in accordance with Applicable Law, any member of Trillium Personnel or Sub-Supplier Personnel is, at any point during or after the Term, deemed to be an employee, member of personnel or a representative of the Customer, the Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with the Customer's employment or engagement or termination thereof of such Trillium Personnel or Sub-Supplier Personnel.

**16.5. Cumulative and Equitable Remedies.** Trillium's rights and remedies provided in the Contract are cumulative and not exclusive of any rights and remedies provided by Applicable Law and shall not be affected by termination of the Contract. The Customer recognizes that any breach or threatened breach of the Contract may cause Trillium irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Trillium, the Customer acknowledges and agrees that Trillium is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

**16.6. Assignment and Subcontracting.** Trillium may at any time assign, transfer, subcontract or otherwise deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior consent. The Customer shall execute any documents reasonably required by Trillium to give effect to Trillium's rights under this clause. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under the Contract without the prior written approval of Trillium.

**16.7. No Partnership.** The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

**16.8. Variation.** No variation of the Contract shall be binding unless expressly agreed in writing and executed by a duly authorized signatory on behalf of each of Trillium and the Customer, respectively. Changes to the Contract are subject to clause 2.3.

**16.9. Severability and Survival.** All terms of the Contract are severable, and any provision of the Contract held to be invalid, illegal, or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability without affecting the validity, legality, and enforceability of the remaining provisions hereof or thereof. The invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. Those provisions that are expressed, or by their nature are required, to survive expiry or termination of the Contract, shall survive expiry or termination of the Contract.

**16.10. Entire Agreement.** The Contract constitutes the entire agreement between Trillium and the Customer and supersedes any prior oral or written understandings and representations between Trillium and the Customer relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the sale of any Goods by Trillium to the Customer under the Contract.

#### 17. GOVERNING LAW AND JURISDICTION

**17.1. Americas.** Contracts for Goods and/or Services (as applicable) provided, or to be provided, by Trillium in North or South America (the "Americas"), will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict provision or rule that would cause the laws of any other jurisdiction to be applied. Where this clause 17.1 applies, all disputes arising out of or in connection with the Contract must be brought in a state or federal court sitting in Harris County, Texas, and each party hereby irrevocably submits itself to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.

**17.2. Outside of the Americas.** Contracts for Goods and/or Services (as applicable) provided, or to be provided, by Trillium in countries outside of the Americas, will be governed by and construed in accordance with the laws of England. Where this clause 17.2 applies, all disputes arising out of or in connection with the Contract shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules ("LCIA Rules"), which LCIA Rules are deemed incorporated by reference into this clause. The number of arbitrators shall be one (1). The seat, or legal place, of arbitration shall be London, England. The language used in the arbitral proceedings shall be English. The governing law of this arbitration agreement shall be English law.





Trillium Pumps USA, Inc. ("Seller")

## ADDENDUM TO TERMS AND CONDITIONS OF SALE Extended Warranty

Facility Location:	Lisbon, ME
Buyer: Purchase	TBD
Order:	TBD
Sales Order:	WIN Quote #762138

The warranty set forth in Section 8 of the Terms and Conditions of Sale (Rev. 1, July 2021) is hereby modified as follows:

**MODIFIED WARRANTY PERIOD:** The original warranty period is hereby modified to cover a period of XXXXXX (XX) months from Start-Up or XXXXXX (XX) months from shipment, whichever comes first, provided that Buyer: (a) performs and documents required maintenance per storage instructions as specified in the equipment Operation and Maintenance Manual, (b) notifies Seller of the date of Start-Up in writing within 30 days of same.

**ALL OTHER TERMS OF SECTION 8 REMAIN UNCHANGED.**



## **Town of Lisbon's Vaccination, Testing, and Face Covering Policy**

### **Purpose:**

Vaccination is a vital tool to reduce the presence and severity of COVID-19 cases in the workplace, in communities, and in the nation as a whole. Town of Lisbon encourages all employees to receive a COVID-19 vaccination to protect themselves and other employees. However, should an employee choose not to be vaccinated, this policy's sections on testing and face coverings will apply. This policy complies with OSHA's Emergency Temporary Standard on Vaccination and Testing (29 CFR 1910.501).

### **Scope:**

This COVID-19 Policy on vaccination, testing, and face covering use applies to all employees of Town of Lisbon, except for employees who do not report to a workplace where other individuals (such as coworkers or customers) are present; employees while working from home; and employees who work exclusively outdoors.

All employees are encouraged to be fully vaccinated. Employees are considered fully vaccinated two weeks after completing primary vaccination with a COVID-19 vaccine with, if applicable, at least the minimum recommended interval between doses. For example, this includes two weeks after a second dose in a two-dose series, such as the Pfizer or Moderna vaccines, two weeks after a single-dose vaccine, such as Johnson & Johnson's vaccine, or two weeks after the second dose of any combination of two doses of different COVID-19 vaccines as part of one primary vaccination series. Employees who are not fully vaccinated will be required to provide proof of weekly COVID-19 testing and wear a face covering at the workplace.

All employees are required to report their vaccination status and, if vaccinated, provide proof of vaccination. Employees must provide truthful and accurate information about their COVID-19 vaccination status, and, if not fully vaccinated, their testing results. Employees declining to provide vaccination status will be considered unvaccinated and will be treated as such.

Employees may be legally entitled to a reasonable accommodation if they cannot be vaccinated and/or wear a face covering (as otherwise required by this policy) because of a disability, or if the provisions in this policy for vaccination, and/or testing for COVID-19, and/or wearing a face covering conflict with a sincerely held religious belief, practice, or observance. Requests for exceptions and reasonable accommodations must be initiated by contacting Human Resources. All such requests will be handled in accordance with applicable laws and regulations and in accordance to the employer's applicable policies and procedures].

### **Procedures:**

#### **Overview and General Information**

## **Vaccination**

Any Town of Lisbon employee that chooses to or is required to be vaccinated against COVID-19 must be fully vaccinated no later than December 6, 2021. Any employee not fully vaccinated by December 6, 2021 will be subject to the regular testing and face covering requirements of the policy.

To be fully vaccinated by January 10, 2022, an employee must:

- Obtain the second dose no later than January 10, 2022 or
- Obtain one dose of a single dose vaccine no later than January 10, 2022

Employees will be considered fully vaccinated two weeks after receiving the requisite number of doses of a COVID-19 vaccine as stated above. An employee will be considered partially vaccinated if they have received only one dose of a two dose vaccine.

If you need help finding a vaccination clinic, please contact Human Resources.

## **Testing and Face Coverings**

All employees who are not fully vaccinated as of December 6, 2021 will be required to undergo regular COVID-19 testing and wear a face covering when in the workplace. Policies and procedures for testing and face coverings are described in the relevant sections of this policy.

## **Vaccination Status and Acceptable Forms of Proof of Vaccination**

### **Vaccinated Employees**

All vaccinated employees are required to provide proof of COVID-19 vaccination, regardless of where they received vaccination. Proof of vaccination status can be submitted via mail to HR Director, 300 Lisbon Street, Lisbon, ME 04250 with subject line CONFIDENTIAL- COVID or by providing a copy in person to Human Resources.

Acceptable proof of vaccination status is:

1. The record of immunization from a health care provider or pharmacy;
2. A copy of the COVID-19 Vaccination Record Card;
3. A copy of medical records documenting the vaccination;
4. A copy of immunization records from a public health, state, or tribal immunization information system; or
5. A copy of any other official documentation that contains the type of vaccine administered, date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine(s).

Proof of vaccination generally should include the employee's name, the type of vaccine administered, the date(s) of administration, and the name of the health care professional(s) or clinic site(s) that administered the vaccine. In some cases, state immunization records may not include one or more of these data fields, such as clinic site; in those circumstances Town of Lisbon will still accept the state immunization record as acceptable proof of vaccination.



If an employee is unable to produce one of these acceptable forms of proof of vaccination, despite attempts to do so (e.g., by trying to contact the vaccine administrator or state health department), the employee can provide a signed and dated statement attesting to their vaccination status (fully vaccinated or partially vaccinated); attesting that they have lost and are otherwise unable to produce one of the other forms of acceptable proof by filling out the applicable form through Human Resources.

An employee who attests to their vaccination status in this way should to the best of their recollection, include in their attestation the type of vaccine administered, the date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine.

### **All Employees**

All employees, both vaccinated and unvaccinated, must inform Town of Lisbon of their vaccination status. The following table outlines the requirements for submitting vaccination status documentation.

Vaccination Status	Instructions	Deadline(s)
Employees who are fully vaccinated.	<b>Submit</b> proof of vaccination that indicates full vaccination.	January 10, 2022
Employees who are partially vaccinated (i.e., one dose of a two dose vaccine series).	<b>Submit</b> proof of the second dose when it is obtained.	January 10, 2022 or as soon as the second dose is obtained.
Employees who are not vaccinated.	Mandatory mask wearing	January 10, 2022
	Testing every 7 days	February 9, 2022

### **Supporting COVID-19 Vaccination**

An employee may take up to two hours of duty time per dose to travel to the vaccination site, receive a vaccination, and return to work. This would mean a maximum of four hours of duty time for employees receiving two doses. If an employee spends less time getting the vaccine, only the necessary amount of duty time will be granted. Employees who take longer than two hours to get the vaccine must notify their immediate supervisor with written documentation of the reason for the additional time. Any additional time requested will be granted, if reasonable, but will not be paid; in that situation, the employee can elect to use accrued leave, e.g., sick leave, to cover the additional time.

Employees may utilize up to two workdays of sick leave or any other accumulated leave immediately following each dose if they have side effects from the COVID-19 vaccination that prevent them from working. Any use of sick time for this purpose will not affect sick incentives.



## Employee Notification of COVID-19 Positive

Town of Lisbon will require employees to promptly notify their supervisor and the HR Department when they have tested positive for COVID-19 or have been diagnosed with COVID-19 by a licensed healthcare provider.

Town of Lisbon has also implemented a policy for keeping COVID-19 positive employees from the workplace in certain circumstances. Town of Lisbon will immediately remove an employee from the workplace if they have received a positive COVID-19 test.

### Return to Work after a Positive COVID Test

For any employee ~~sent home because they are~~ that is COVID-19 positive, Town of Lisbon will require they quarantine until they meet the ~~below criteria:~~ current recommendations of the Maine CDC Requirements for returning to work.

- ~~Asymptomatic employees may return to work once 10 days have passed since the positive test,~~
- ~~Symptomatic employees may return to work after all the following are true:~~
  - ~~At least 10 days have passed since symptoms first appeared, and~~
  - ~~At least 24 hours have passed with no fever without fever-reducing medication, and~~
  - ~~Other symptoms of COVID-19 are improving (loss of taste and smell may persist for weeks or months and need not delay the end of isolation).~~

If an employee has severe COVID-19 and need to be out longer, Town of Lisbon will require a doctor's note to return.

### COVID-19 Testing

All employees who are not fully vaccinated will be required to comply with this policy for testing. ~~This will remain in effect until Maine CDC stops this requirement, at which time we will follow the updated CDC requirements.~~

Employees who report to the workplace at least once every seven days:

- (A) must be tested for COVID-19 at least once every seven days; and
- (B) must provide documentation of the most recent COVID-19 test result to Human Resources no later than the seventh day following the date on which the employee last provided a test result.

Any employee who does not report to the workplace during a period of seven or more days (e.g., on vacation or on a medical leave):

- (A) must be tested for COVID-19 within seven days prior to returning to the workplace; and
- (B) must provide documentation of that test result to Human Resources upon return to the workplace.

If an employee does not provide documentation of a COVID-19 test result as required by this policy, they will be placed on unpaid administrative leave from the workplace until they provide a test result.

Employees who have received a positive COVID-19 test are not required to undergo COVID-19 testing for 90 days following the date of their positive test or diagnosis.

## **Face Coverings**

Town of Lisbon will require all employees who are not fully vaccinated to wear a face covering. Face coverings must completely cover the nose and mouth. Acceptable face coverings include clear face coverings or cloth face coverings with a clear plastic panel that, despite the non-cloth material allowing light to pass through, otherwise meet these criteria and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker's mouth or facial expressions to understand speech or sign language respectively.

Employees who are not fully vaccinated must wear face coverings over the nose and mouth when indoors and when occupying a vehicle with another person for work purposes. Policies and procedures for face coverings will be implemented, along with the other provisions required by OSHA's COVID-19 Vaccination and Testing ETS, as part of a multi-layered infection control approach for unvaccinated workers.

The following are exceptions to Town of Lisbon's requirements for face coverings:

1. When an employee is alone in a room with floor to ceiling walls and a closed door.
2. For a limited time, while an employee is eating or drinking at the workplace or for identification purposes in compliance with safety and security requirements.
3. When an employee is wearing a respirator or facemask.
4. Where Town of Lisbon has determined that the use of face coverings is infeasible or creates a greater hazard (e.g., when it is important to see the employee's mouth for reasons related to their job duties, when the work requires the use of the employee's uncovered mouth, or when the use of a face covering presents a risk of serious injury or death to the employee).

### **New Hires:**

All new employees are required to comply with the vaccination, testing, and face covering requirements outlined in this policy as soon as practicable and as a condition of employment. Potential candidates for employment will be notified of the requirements of this policy prior to the start of employment.

### **Confidentiality and Privacy:**

All medical information collected from individuals, including vaccination information, test results, and any other information obtained as a result of testing, will be treated in accordance with applicable laws and policies on confidentiality and privacy.

**Questions:** Please direct any questions regarding this policy to Human Resources.