

FOR BOARD ACTION

Agenda Item # 6.c.

Meeting Date:

4/25/06

SUBJECT: Contract for Technical and Engineering Services
IBM Bldg. 025 Switchgear Commissioning

PREPARED BY: Neil Stiller
Sr. Electrical Engineer

IBM Corporation, through its contractor Fluor Facility & Plant Services, Inc., has requested technical and engineering services from RPU for the testing and commissioning of new electrical equipment in IBM Building 025. This work is part of IBM's campus-wide electric infrastructure improvements currently underway. RPU staff anticipates that this request is the first of several similar requests during the next few months.

The proposed technical and engineering services contract would provide services to Fluor Facility & Plant Services, Inc. by RPU personnel on a fixed contract basis. The \$91,440 estimate is based on a detailed and agreed-to scope of services. The proposed contract for services is attached.

The agreement has been reviewed by the City Attorney's office. Certain language concerning limits of liability and insurance were found to need revision. Staff believes that these issues can be resolved through negotiation with Fluor personnel.

RPU has a long history of providing skilled labor and technical expertise for maintenance and facilities improvements on the IBM campus.

UTILITY BOARD ACTION REQUESTED:

It is recommended that the Board approve a contract agreement with Fluor Facility & Plant Services, Inc. where RPU provides technical and engineering services per the attached proposal in the amount of \$91,440, and request the Mayor and the City Clerk execute the agreement, pending satisfactory review by the City Attorney.



General Manager



Date

ROCHESTER PUBLIC UTILITIES

CONTRACT PART III: GENERAL TERMS – SHORT FORM

Project: ProjectName
Contractor: ContractorName

Project Location(s): ProjectLocation
RFP or Contract: RFPContractNumber

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CONTRACT PART III: GENERAL TERMS – SHORT FORM

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The specifications and drawings may not be complete in every detail. Contractor shall comply with their manifest intent and general purpose, taken as a whole. Should any conflict, error, or omission appear in the drawings, specifications, instructions, or in work done by others, Contractor shall notify Company at once and Company will issue written instructions to be followed. If Contractor proceeds with any of the Work in question prior to receiving such instructions, all necessary corrections shall be at Contractor's expense.

2 SCOPE OF WORK CHANGES

2.1 The Scope of Work shall be subject to changes by Company. Such changes shall be in writing, by additional and/or revised drawings, specifications, or exhibits.

2.2 If Contractor believes that a modification of the Contract Price or schedule is justified, whether as a result of a change made pursuant to the above Section or as a result of any other circumstance, then Contractor shall give Company written notice of same within five (5) working days after the happening of such event. Within ten (10) working days after such event, Contractor shall supply a written statement supporting Contractor's claim, which statement shall include Contractor's detailed estimate of the effect on the Contract and schedule. Contractor agrees to continue performance of the Work during the time any claim hereunder is pending. Contractor hereby waives and releases Company and Owner from any claim not reported by Contractor in accordance with this Article.

3 GUARANTEES

Contractor guarantees Company and Owner that the Work shall strictly comply with the provisions of this Contract and all specifications and drawings referred to in this Contract, or thereafter furnished by Company, shall be of good quality and shall be free from defects in design, materials, construction, and workmanship. Contractor further guarantees Company and Owner that all materials, equipment, and supplies furnished by Contractor for the Work shall be new, merchantable, of the most suitable grade, and fit for their intended purposes. Contractor further guarantees Contractor's computer software, hardware, and systems, and all software, hardware, systems, and any materials and services included in the Work, shall process, without error or fault, dates and date-related data, including dates or data containing or referencing dates later than December 31, 1999. Without limitation of any other rights or remedies of Company or Owner, if any defect in the Work in violation of the foregoing guarantees arises within twenty-four (24) months after the date of final acceptance of work by Company, Contractor shall upon receipt of written notice of such defect promptly furnish, at no cost to Company or Owner, all labor, equipment, and materials at the job site necessary to correct such defect and cause the Work to comply fully with foregoing guarantees. If Contractor fails to promptly correct any defect, then Company or Owner may correct, or cause to have corrected, such defect and charge all related costs to Contractor.

4 OWNERSHIP OF DRAWINGS AND DATA

All drawings, technical documents, and data prepared or developed by Contractor and furnished to Company in the performance of the Work shall be the property of Company and may be used by Company or Owner without restriction.

5 CLEANUP

Contractor shall keep Company and Owner's premises and the vicinity thereof clean and free of any debris and rubbish caused by the Work and on completion of the Work, shall leave such premises clean and ready for use.

Revision 2 17Jan03

(for Company)_____
(for Contractor)

RECEIVED TIME APR. 19. 10:31AM

CONTRACT PART III: GENERAL TERMS – SHORT FORM

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- 6.1 Company shall have the right at any time to terminate, with or without cause, further performance of the Work in whole or in part by written notice to Contractor specifying the date of termination. On the date stated, Contractor shall discontinue performance of the Work and shall preserve Work in progress and completed Work, and shall turn over such Work in accordance with Company's instructions.
- 6.2 If Contractor has completely performed all obligations under this Contract up to the date of termination, Contractor's total compensation shall be: (a) for Work to be performed on a lump sum basis, the percentage of the Contract Price that the portion of the Work satisfactorily performed at the time of termination bears to the total Work; or (b) for Work to be performed on a unit price basis, payment for that Work satisfactorily performed at the time of termination in accordance with pricing provisions of the Contract; plus (c) the actual cost necessarily incurred by Contractor to turn over Work in progress, and completed work in accordance with Company's instructions; plus (d) the actual cost necessarily incurred in effecting the termination; less (e) all amounts previously paid to Contractor for the Work. Contractor shall substantiate all costs hereunder with documentation satisfactory to Company and verified by Company. In no event shall Contractor be entitled to anticipated profits nor to any damages because of such termination.

7 TERMINATION FOR DEFAULT

In the event Contractor shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed by or against Contractor, or a receiver shall be appointed on account of its insolvency, or if Contractor shall default in the performance of any obligation to be performed by him under this Contract and shall fail to immediately commence and diligently continue action to correct such default within five (5) working days following written notice thereof from Company, Company may, without prejudice to any other rights or remedies Company may have, hold in abeyance further payments to Contractor and/or terminate this Contract by written notice to Contractor specifying the date of termination. In the event of such termination, Company may take possession of and finish the Work by whatever method Company may deem expedient. If the sum of the total cost to Company of completing the Work plus all amounts previously paid to Contractor shall exceed the Contract Price for the Work, Contractor shall promptly pay the difference to Company. A waiver by Company of one default of Contractor shall not be considered to be a waiver of any subsequent default.

8 INSPECTION AND AUDIT

- 8.1 Company and Owner shall have the right at all reasonable times to inspect the Work for conformance with the Contract or for measuring progress of the Work. Such inspection shall not constitute acceptance of the Work, in whole or in part, and shall not relieve Contractor of its obligations under this Contract.
- 8.2 Contractor shall maintain all records and accounts pertaining to Work performed on other than a solely lump sum basis for a period of at least two (2) years after final payment. Company and/or Owner shall have the right to audit, copy, and inspect said records and accounts at all reasonable times during the course of such work and for the above two-year period for the purpose of verifying costs incurred.

CONTRACT PART III: GENERAL TERMS – SHORT FORMProject: ProjectName
Contractor: ContractorNameProject Location(s): ProjectLocation
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- 9.1 When Contractor has fully completed the Work, it shall give a written Notice of Completion to Company specifying the Work completed and the date it was completed. Within thirty (30) days after receipt of said Notice of Completion, Company may inspect the Work and shall either (1) give the Contractor a written Notice of Acceptance for the purposes of final payment and final acceptance or (2) reject the Notice of Completion and specify defective or uncompleted portions of the Work. Contractor shall promptly remedy such defective and uncompleted portions of the Work at Contractor's expense, and shall again give Company a written Notice of Completion of the Work for acceptance or rejection as provided herein.
- 9.2 Company shall not be obligated to make final payment until Contractor has delivered to Company a Certificate and Release satisfactory to Company that Contractor has fully performed the Work, and that no property of Owner or Company is subject to any unsatisfied lien or claim as a result of performance of the Work. Upon Company's request, Contractor shall provide full releases of lien satisfactory to Company executed by all parties who by reason of furnishing material, labor, or other services for the Work are potential lienors against Company or Owner's property.

10 OFFSET

Company, in addition to any other rights or remedies, shall be entitled to deduct any amount owed by Contractor to Company in connection with any transaction or occurrence from any amounts due Contractor under this Contract.

11 INSURANCE

- 11.1 Contractor shall, at its sole cost, obtain and maintain in force for the duration of the Contract (including the Guarantee period) insurance of the following types, with limits not less than those set forth below:
- 11.1.1 Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the provisions of the laws of the nation, state, territory, or province having jurisdiction over Contractor's employees, and Employer's Liability Insurance with a minimum limit of liability of \$1,000,000 per accident and, for bodily injury by disease, \$1,000,000 per employee. Contractor shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance, or otherwise attempt to opt out of the statutory Workers' Compensation system.
- 11.1.2 Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit of liability of \$1,000,000 each occurrence for bodily injury and property damage; and with a minimum limit of liability of \$1,000,000 each occurrence for products/completed operations liability. Such policy shall have a general aggregate limit of not less than \$2,000,000. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three years following completion of Contractor's Services. The policy shall be endorsed to name Company and Owner, including their respective affiliates, directors, and employees, as additional insureds. Upon ISO Endorsement CG 20 10 11 85, "Additional Insured - Owners, Lessees or Contractors (Form B)."

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- 11.1.3 Automobile Liability covering use of all owned, non-owned, and hired vehicles with a minimum combined single limit of liability of \$1,000,000 per occurrence for bodily injury and property damage. The policy shall be endorsed to name Company and Owner, including their respective affiliates, directors, and employees, as additional insureds.
- 11.2 Contractor hereby releases Company and Owner, including their respective affiliates, directors, and employees, and shall cause Contractor's Insurers to waive rights of subrogation against such released parties, for losses or claims for bodily injury, property damage or other insured claims arising out of Contractor's performance of the Contract.
- 11.3 Certificates of insurance satisfactory in form to Company shall be supplied by Contractor to Company evidencing that the above insurance is in force, that not less than thirty (30) days written notice will be given Company prior to any cancellation or restrictive modification of the policies, and that the waiver of subrogation is in force. Contractor shall also provide executed copies of the additional insured endorsements required in this Contract. At Company's request, Contractor will provide certified copies of each policy required under this Contract.
- 11.4 The foregoing insurance coverages shall be primary and non-contributing with respect to any other insurance or self insurance which may be maintained by Company or Owner. Contractor's General and Automobile Liability Insurance policies shall contain a Cross Liability or Severability of Interest clause. The fact that Contractor has obtained the insurance required in this Article shall in no manner lessen nor affect Contractor's other obligations or liabilities set forth in this Contract.

12 INDEMNITY

- 12.1 Contractor agrees to release, indemnify, hold harmless, and defend Company and Owner, their parents, affiliates and subsidiaries, and their officers, employees, agents, and representatives, from and against all claims, demands, causes of action, loss, expense, or liability arising from or relating to
- 12.1.1 Actual or asserted infringement, improper appropriation, or use of trade secrets, proprietary information, copyrights, or patents; and
- 12.1.2 Injury to or death of persons (including the employees of Company, Owner, Contractor, and its subcontractors) or damages to or loss of property (including the property of Contractor, Company, or Owner) arising directly or indirectly out of the acts or omissions to act of Contractor or its subcontractors, or their employees or agents, in the performance of the Work, but excepting where the injury or death of persons or damage to or loss of property was caused by the sole negligence or willful misconduct of the party to be indemnified; and
- 12.1.3 Failure by Contractor to comply with any applicable law, regulation, or statute, or with the terms of this Contract; and
- 12.1.4 Any failure of Contractor's computer software, hardware, and systems, and all software, hardware, systems, and any materials and services incorporated in Contractor's Work, to adequately process, without error or fault, data and dates which contain or reference dates later than December 31, 1999.

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- 12.2 Contractor's indemnity obligations shall apply regardless of whether the party to be indemnified was concurrently negligent, whether actively or passively, excepting only where the injury, loss or damage was caused solely by the negligence or willful misconduct of, or by defects in design furnished by, the party to be indemnified. Contractor's defense and indemnity obligations shall include the duty to reimburse any attorneys' fees and expenses incurred by Company or Owner for legal action to enforce Contractor's indemnity obligations.
- 12.3 Contractor acknowledges specific payment of \$10.00 incorporated into the Contract Price as legal consideration of Contractor's indemnities as may be provided in this Contract.

13 LIENS

Contractor agrees to indemnify, defend, and hold Company and Owner harmless from and against all laborers', materialmen's, and mechanics' liens arising out of Contractor's performance of the Work, and shall keep the property and premises of Owner and Company free from all such claims, liens, and encumbrances. To the full extent permitted by law, Contractor waives all rights of liens against the property and premises of Owner and Company. If Contractor fails to release and discharge any claim or lien of others against Owner's or Company's property within five (5) working days after receipt of notice from Company to remove such claim or lien, Company may, at its option, discharge or release the claim or lien, and Contractor shall pay Company any and all costs and expenses, including reasonable attorneys' fees and cash settlements incurred by Company.

14 CONTRACTUAL RELATIONSHIP

Contractor represents that it is fully experienced and properly qualified, equipped, organized, and financed to perform the Work provided for herein. Contractor represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the Work is to be performed. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any subcontractor and Company or Owner. Contractor agrees that Contractor is an independent contractor and an employer subject to all applicable unemployment compensation, occupational safety and health, or similar statutes so as to relieve Company of any responsibility or liability for treating Contractor's employees as employees of Company for the purpose of their safety or of keeping records, making reports, or paying of any payroll taxes or contribution. Contractor further agrees, as regards to the Work under this Contract, that it will keep and have available to all necessary records and make all payments, reports, collections, and deductions, and otherwise do any and all things so as to fully comply with all federal, state, and local laws, ordinances, and regulations as they affect performance of this Contract, so as to fully relieve and protect Company from any and all responsibility or liability therefor or in regard thereto each and every aspect of the Work herein.

15 ASSIGNMENTS AND SUBCONTRACTS

Any attempt by Contractor to assign or subcontract this Contract in whole or in part, without first obtaining Company's consent, shall be voidable at the option of Company. Contractor hereby agrees that Company may assign this Contract to Owner, Owner's designated representative, or to Company affiliates.

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16 CONTRACTOR PERSONNEL, TOOLS, AND EQUIPMENT

Contractor agrees to supply at all times an adequate number of well-qualified supervisory and craft personnel to perform the Work and an experienced Supervisor at job site who shall be satisfactory to Company and authorized to act for and represent Contractor with all directions given and all decisions by him being binding on Contractor. Any employee of Contractor deemed by Company to be objectionable shall be removed from the job site immediately upon request and shall be promptly replaced by Contractor at no expense to Company. All tools and equipment used by Contractor shall be in satisfactory operating condition, fit for the uses intended, and suitable for the safe and efficient performance of the Work.

17 GRATUITIES

Contractor, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of Company or Owner, gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract, or obtain favorable treatment under a contract. Violation of this Article may be deemed by Company to be material breach of this Contract.

18 LAWS AND REGULATIONS

This Contract shall be subject to the law and jurisdiction of the State of California unless expressly designated otherwise in this Contract.

19 TRIAL

Contractor hereby knowingly, voluntarily, and intentionally waives (to the extent permitted by applicable law) any right it may have to a trial by jury of any dispute arising under or relating in any way to this Contract and agrees that any such dispute may, at Company's option, be tried before a judge sitting without a jury.

END OF PART III: GENERAL TERMS - SHORT FORM

FLUOR FACILITY & PLANT SERVICES, INC.

REQUISITION NUMBER		DATES			REQUIRED AT SITE	ORDER NUMBER 6RC0040
SEE LINE ITEM	REQUISITION SEE LINE ITEM	PURCHASE ORDER 3/3/2006	SHIPMENT PROMISED SEE LINE ITEM	SEE LINE ITEM	RELEASE 0000	
MASTER DESCRIPTION SEE LINE ITEM					ACCOUNT	PO PRICE OF THIS C.O.
						TOTAL PO PRICE \$91,440.00
REQUESTED BY SEE LINE ITEM	TERMS PAY IN FULL, 30 DAYS ARO	FOB POINT		SHIP VIA		BUYER BUYER A

SELLER

SHIP TO:

Mike Smith
 ROCHESTER PUBLIC UTILITIES
 4000 E RIVER RD NE
 ROCHESTER, MN 55906

Phone: 280-1643

Fax: 280-1542

Please enter this order as specified below, subject to and governed exclusively by the instructions, terms and conditions set forth on the face hereof including attachments. Any additional or different terms proposed by seller are rejected unless expressly assented to in writing.

ITEM	QUANTITY	DESCRIPTION	SPECS ATTACHED	UNIT PRICE	UNIT	TOTAL PRICE
1	1	RCH5023119-01 May	Yes	\$20,574.00	LOT	\$20,574.00
		Manufacturer				Contract No MA1WUOMZ00800010
		Manufacturer Part No n/a		Tax 0		
		Shipment Promised 11/1/2006				Required at Site 11/1/2006
2	1	RCH5023119-01 June	No	\$20,574.00	LOT	\$20,574.00
		Manufacturer				Contract No MA1WUOMZ00800010
		Manufacturer Part No n/a		Tax 0		
		Shipment Promised 11/1/2006				Required at Site 11/1/2006
3	1	RCH5023119-01 July	No	\$20,574.00	LOT	\$20,574.00
		Manufacturer				Contract No MA1WUOMZ00800010
		Manufacturer Part No n/a		Tax 0		
		Shipment Promised 11/1/2006				Required at Site 11/1/2006
4	1	RCH5023119-01 October	No	\$20,574.00	LOT	\$20,574.00
		Manufacturer				Contract No MA1WUOMZ00800010
		Manufacturer Part No n/a		Tax 0		
		Shipment Promised 11/1/2006				Required at Site 11/1/2006

FLUOR FACILITY & PLANT SERVICES, INC.

ITEM	QUANTITY	DESCRIPTION	SPECS ATTACHED	UNIT PRICE	UNIT	TOTAL PRICE
5	1	RCH5023119-01 10% Retainage	No	\$9,144.00	LOT	\$9,144.00

Manufacturer

Contract No MA1WUOMZ00800010

Manufacturer Part No n/a

Tax 0

Shipment Promised 11/1/2006 Required at Site 11/1/2006

Total amount not to exceed

\$91,440.00

Tax

\$0.00

LUOR FACILITY & PLANT SERVICES, INC.

Line	Extended Desc
1	<p>Project Number RCH50231 Project Name Replace Electrical System Project Manager Dana Koenig Phone Number 507-253-7609</p> <p>Completion Date 11-01-06</p> <p>Equipment Warranty Start Date 12-01-06</p> <p>This Purchase Order is governed by the Terms and Conditions executed between the parties, which are hereby incorporated by this reference.</p> <p>SCOPE OF WORK Please submit a cost to provide a functionality test and full inspection of Square D metal clad 13.8 KV switch gear installed in B025-1 and follow on work associated with commissioning and energizing of gear. Breakdown shall be as follows</p> <p>1. Checkout and tests necessary to prepare Bldg. 025 13.8kV main bus equipment for service:</p> <ol style="list-style-type: none"> a) Verify external control cables installed, labeled and terminated for bus differential currents & trips/block-closes b) Verify external control cables and fiber optic cables are installed, labeled and terminated for line differential pilot wire & main breaker relaying. c) Verify main power cables were tested from source d) Verify personal protective ground clamps are easily attached on the main bus, ground bus, and feeder phases. Ground sets to be sized for 16,000 amps. e) Meggar & hi-pot 13.8kV main and feeder buses (1½ day per bus) i) Rackout all breakers ii) Disconnect CPT & PT's iii) Disconnect all feeder cables iv) Disconnect all feeder or bus surge arrestors v) Verify all links and bus insulation are installed per manufacturer's instructions vi) Test, and reconnect all necessary equipment. f) Check ground bus connections g) Visually inspect bus-to-ground grid connections h) Visually inspect bus-to-bus connections if separate iii) Visually inspect cubicle-to-cubicle ground bus connections g) Battery bank & charger tests i) Set and test battery charger ii) Adjust float voltage iii) Specific gravity of battery cells iv) Battery cell and link impedance h) Control Power Transformer tests i) Polarity ii) Meggar iii) Ratio (full winding and all taps) iv) Verify AC transfer switch operates (if installed) v) Measure loads on both sides of transfer switch (if installed) f) Potential Transformer tests g) Polarity ii) Meggar iii) Ratio g) Potential Transformer bus test h) Verify PT circuit to all loads, magnitude and phase angle k) Current Transformer tests l) Saturation/Excitation ii) Polarity iii) Meggar iv) Ratio (full winding and all taps) v) Meggar secondary safety ground f) Perform breaker tests on each breaker g) Ductor ii) Meggar iii) Timing iv) AC Hi-pot v) Check linkage and racking mechanism vi) Trip & Close via manual latches vii) Trip & Close via test station control switches (if provided) viii) Spring Charging motor and mechanism x) Other tests as required by manufacturer xi) Verify mechanism operated contacts xii) Verify breaker rejection mechanism m) Check breaker controls and relay circuits

FLUOR FACILITY & PLANT SERVICES, INC.

Line	Description
i)	Verify AC source to each cubicle
ii)	Verify DC source to each cubicle
iii)	Push current from breaker CT's to breaker relays & transducers
iv)	Functionally verify all DC control schematics
v)	Trip & Close via control switches
vi)	Trip & Close via all relaying
vii)	Install relay settings.
viii)	Test and calibrate relays based on actual settings for all tripping elements and all supervising elements. Calibrate relays using ProTest software and test set.
ix)	Bus differential relay test
x)	Push current from breaker CT's to relay
xi)	Trip check each breaker through 86 relay & FT switch
xii)	Install relay settings
xiii)	Test and calibrate relays based on actual settings for all tripping elements and all supervising elements. Calibrate relays using ProTest software and test set.
xiv)	Pilot Wire relay test
xv)	Verify fiber optic cable has passed OTDR tests
xvi)	Verify fiber optic cable has been installed, labeled and terminated end to end.
xvii)	Push current from CT's to relay
xviii)	Trip check each breaker (locally and end-to-end) through 86 relay & FT switch Install relay settings
xix)	Test and calibrate relays based on actual settings for all tripping elements and all supervising elements. Calibrate relays using ProTest software and test set.
2.	Pre-energization checks and energization tests necessary to put main breakers and feeder breakers in service:
a)	Preliminary Verifications
i)	Verify Engineer's & Owner's approval and coordination is ready.
ii)	Verify CT shorts have been removed.
iii)	Verify relay settings are installed as noted in previous sections.
iv)	Verify equipment has passed all tests mentioned in previous sections.
v)	Verify all grounds removed and LOTO is cleared.
vi)	Verify main breakers are open
vii)	Verify tie equipment and relaying from Bldg. 301 (1980 swgr.) to Bldg. 025 has been tested and is ready.
b)	Main Bus Energization
i)	Energize high voltage sources to open main breaker(s).
ii)	Verify bus tie and feeder breakers are open. Close main breaker(s) energizing new bus.
iii)	Verify phase angle and rotation of actual line voltage on each incoming circuit. Compare phase angle and rotation of each energized PT.
iv)	Verify bus tie synch check relay elements are satisfied based on actual bus voltage phasor relationships. Verify bus tie breaker controls operate properly for actual bus-tie closing.
v)	Open main breaker of one bus. Verify main breaker synch check relay elements are satisfied based on actual bus voltage phasor relationships. Verify main breaker controls operate properly for actual closing. Repeat with the other main breaker.
c)	System Feeder Energization
i)	Close one feeder breaker and apply approximately 1 MW load to the bus. Verify phase angle and power factor of measured load currents. Verify displayed values (MW, MVar, PF, A, V) on feeder breaker relays and main breaker relays match measured load values. Repeat for both buses.
ii)	After the feeder breaker closes and accepts load, verify bus differential relays are summing currents properly and tripping outputs are secure.
3.	Test records to be submitted for review:
a)	Bus:
i)	Megger
ii)	Hi-pot
b)	CT (by cubicle and phase/position):
i)	Saturation/Excitation
ii)	Megger
iii)	Polarity
iv)	Ratio (full winding and all taps)
c)	PT (by cubicle and phase):
i)	Megger
ii)	Polarity
iii)	Ratio
d)	Breaker (by cubicle and S/N):
i)	Megger
ii)	Hi-pot
iii)	Timing
iv)	Ductor
e)	Relays (by cubicle and S/N):
i)	ProTest calibration records (paper printouts)
4.	Test records for future maintenance benchmarks:
a)	Breaker (by S/N):
i)	Megger
ii)	Hipot
iii)	Timing
iv)	Ductor

FLUOR FACILITY & PLANT SERVICES, INC.

Line	IV)	Description	
	b)	Relays (by S/N):	
	i)	Protect calibration records (electronic files)	
	5.	As-built documentation:	
	a)	Submittals	
	i)	AC & DC schematics (marked up as needed) with yellow highlights to prove checkout.	
	ii)	Internal and external wiring diagrams marked up with field corrections.	
	b)	Field proof reading	
	i)	Receive back the submitted marked up as built prints from the drafter.	
	ii)	Proof read drafted changes to as-built print	
	iii)	Return any errors caught by proof reading for re-drafting	

Seller Instructions

1. If so directed by the Fluor Buyer, you as the seller are required to sign and return this Purchase Order as an acknowledgement of its receipt, and to express your acceptance of its contents or services sold or performed ii) the unit and total costs displayed iii) the delivery / completion date as shown, iv) any additional scopes of work or commercial terms or documents either Incorporated referenced by this order.

2. Any applicable discount period commences from the date we receive a valid invoice from you in our Accounts Payable group. Your invoice must reference the correct PO number and attributable line item number for which you are billing.

REMIT YOUR ORIGINAL, ITEMIZED INVOICE TO:

GRBIL
 FLUOR FACILITY & PLANT SERVICES, INC.
 100 FLUOR DANIEL DRIVE
 C-301-B PC100
 GREENVILLE, SC 29607

The Buyer for this Purchase Order is:
 DIXON, PETINA

507-253-0532

BY: _____
 PURCHASING AGENT SIGNATURE

 PRINT NAME

ACCEPTANCE:

BY: _____
 SIGNATURE

 PRINT NAME

 TITLE



RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a contract agreement with Fluor Facility & Plant Services, Inc., and request that the Mayor and the City Clerk to execute the agreement, subject to review by the City Attorney, for

B025-1 EMC Switchgear Commissioning

The amount of the contract agreement to be NINETY-ONE THOUSAND, FOUR HUNDRED FORTY AND 00/100 DOLLARS (\$91,440.00).

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 26th day of April, 2006.

President

Secretary