



June 27, 2024

INVITATION TO BID

Mountain Regional Water Special Service District (the District) is requesting bids to supply and install a backup generator, transfer switch, and fuel tank at its Old Ranch Pump Station site at 1110 West Old Ranch Road, Park City, Utah 84098.

The District is requesting the bid include the pricing for three different tanks, ones that allow for running times of 12, 18 and 24 hours. The pricing for each of the three tanks should be broken out clearly in the bid.

The precise specifications of the generator and transfer switch are attached and only bids matching the exact specifications will be considered.

The contract will be awarded to the low-cost bidder once the final tank size is decided.

Bid Information:

- Bids will be accepted between June 27th, 2024, and July 22nd, 2024, during office hours (8:30 am and 5:00 pm Monday through Thursday).
- Bid information is available at <https://www.mtregional.org/procurement> or at the District office at 6421 N. Business Park Loop Road, Suite A, Park City, UT 84098
- Bids should be submitted in writing and on company letterhead in a sealed envelope.
- Bids should be hand-delivered or mailed to the District office at 6421 N. Business Park Loop Road, Suite A, Park City, UT 84098.
- Bids will be opened at 9:00 AM on July 23rd, 2024, at the District's office.
- The District's Standard Terms and Conditions are attached to the bid information.

Questions regarding this bid should be submitted via email to steve@mtregional.org. Any question(s) and its corresponding response will be posted to the District's website in the same location as the Invitation to Bid. Identifying information from the question submitter will be removed before posting the question and answer.

Sincerely,

Steve Anderson
CFO
Mountain Regional Water Special Service District

SECTION 263213 – ENGINE GENERATORS

PART 1 - GENERAL

1.1 SUMMARY

- A. General: The CONTRACTOR shall provide a factory assembled standby diesel electric generator system complete and operable with digital electronic controls, in conformance to the Contract Documents.
- B. The provisions of this Section apply to standby diesel electric generators throughout the Contract Documents, except as indicated otherwise.
- C. Provide factory test, startup by a supplier authorized by the manufacturer, and on-site testing of the system.
- D. The generator set manufacturer shall warrant all equipment provided under this section, whether it is manufactured by the generator set manufacturer or not, so that there is one source for warranty and product service. Technicians specifically trained and certified by the manufacturer to support the product and employed by the generator set supplier shall service the generator set.
- E. The CONTRACTOR shall be responsible for obtaining any required air quality permits on behalf of the OWNER, posting all public notices, and shall include all associated fees in their bid, listed as separate line items in the schedule of values. The generator vendor shall provide the Contractor with the documentation required for permitting, showing published proof of EPA certification on the engine specified and furnished herein.

1.2 CODES AND STANDARDS

- A. The generator set and its installation and on-site testing shall conform to the requirements of the following codes and standards:
 - 1. CSA C22.2, No. 14 – M91 Industrial Control Equipment
 - 2. CSA 282, 1989 Emergency Electrical Power Supply for Buildings
 - 3. EN50082-2, Electromagnetic Compatibility – Generic Immunity Requirements, Part 2: Industrial.
 - 4. EN55011, Limits and Methods of Measurement of Radio Interference Characteristics of Industrial, Scientific and Medical Equipment.
 - 5. FCC Part 15, Subpart B.
 - 6. IEC8528 part 4. Control Systems for Generator Sets.
 - 7. IEC Std 801.2, 801.3, and 801.5 for susceptibility, conducted, and radiated electromagnetic emissions.
 - 8. IEEE446 – Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications.
 - 9. IEEE587 for voltage surge resistance.
 - 10. Mil Std 461D –1993. Military Standard, Electromagnetic Interference Characteristics.
 - 11. Mil Std 462D - 1993. Military Standard, Measurement of Electromagnetic Interference Characteristics.
 - 12. NEMA ICS10-1993 – AC Generator sets.

13. NFPA70 – National Electrical Code. Equipment shall be suitable for use in systems in compliance to Article 700, 701, and 702
 14. NFPA99 – Essential Electrical Systems for Health Care Facilities.
 15. NFPA110 – Emergency and Standby Power Systems. The generator set shall meet all requirements for Level 1 systems. Level 1 prototype tests required by this standard shall have been performed on a complete and functional unit, component level type tests will not substitute for this requirement.
 16. UL508. The entire control system of the generator set shall be UL508 listed and labeled.
 17. UL2200. The generator set shall be listed to UL2200 or submitted to an independent third-party certification process to verify compliance as installed.
- B. The generator set manufacturer shall be certified to ISO 9001 International Quality Standard and shall have third party certification verifying quality assurance in design/development, production, installation, and service, in accordance with ISO 9001.

1.3 ACCEPTABLE MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- a. Kohler Power Systems; Generator Division.
 - b. Onan/Cummins Power Generation; Industrial Business Group.
 - c. Caterpillar; Engine Div.

1.4 CONTRACTOR SUBMITTALS

- A. Submit shop drawings containing actual dimensions, complete wiring and schematic diagrams, control diagrams, and any other details required to demonstrate that the system has been coordinated and will properly function as a unit. Shop drawings shall show proposed layout, anchoring, support, and appurtenances, including clearances for maintenance and operations. Shop drawings shall show details of piping connections for fuel.
- B. Submit a complete list of equipment and material, including manufacturer's specifications, performance charts, catalog cuts and installation instructions, and recommended spare parts list. Submit data for each different item of equipment specified, including but not limited to engine, generator, switchgear, automatic transfer switch, vibration isolators, radiator, and other components. The data shall include a complete list of parts and source of supply.
- C. Submit performance test reports in booklet form showing all field tests, and adjustments performed to prove compliance with specified criteria.
- D. Operation and maintenance (O&M) manuals shall describe the step-by-step procedure required for system start-up, operation, and routine maintenance. The O&M manuals shall include troubleshooting and repair guidelines, as well as wiring diagrams of the system as installed.
- E. Miscellaneous:
1. Dimensions, dry and wet weight.
 2. Manufacturer's kilowatts output curve and fuel consumption.

3. Manufacturer's transient response data of the complete engine generator set upon 50%, 75%, and 100% block loads at 1.0 pf. Data shall include maximum voltage dips, maximum frequency dips, and recovery time periods.
 4. Engine altitude duration curve
 5. Generator motor starting curves showing the voltage dips versus starting KVA.
 6. Prototype test certifications showing all components comply with specifications.
- F. The following spare parts for the engine generator shall be supplied to the OWNER prior to acceptance of work: Two sets of oil filters, two sets of heavy-duty air filters, one dozen spare lamps, two fuses (for each control circuit).
1. Two sets of oil filters.
 2. Two sets of heavy-duty air filters
 3. One dozen spare lamps
 4. Fuses (for each control circuit)

PART 2 -- PRODUCTS

2.1 ENGINE GENERATOR SET

A. Requirements

1. All materials, equipment, and parts comprising the units specified herein, shall be new and unused, and of the highest grade.
2. The engine, generator and all major items of auxiliary equipment shall be manufactured by manufacturers currently engaged in the production of such equipment. The unit shall be factory assembled and tested by the engine SUPPLIER and shipped to the job site by his authorized dealer having a parts and service facility in the area. The performance of the electric plant shall be certified by the SUPPLIER as to the plant's full power rating, stability and voltage and frequency regulation, and field load tested at site.
3. The units offered under these Contract Documents shall be covered by the SUPPLIER's standard warranty, or guarantee, on new machines, and shall be a minimum of two years after the date of substantial completion.

B. Ratings

1. The generator set shall operate at 1800 rpm and at a voltage of: 480 Volts AC, three phase, Three-wire, 60 hertz.
2. The generator set shall be rated at 510 kW, 640 kVA at 0.8 PF, after de-rating, based on site conditions of: Altitude 6530 ft. (1990 meters), ambient temperatures up to 104 degrees F (40 degrees C). The 510-kW sizing is an approximation, and it is the supplier's responsibility to properly size the generator based upon the following steps (include capacity for 20% additional future expansion):
 - a. Step 1 – Auxiliary Power – Estimated Load is 40 kW.
 - b. Step 2 – Booster Pump 1(VFD driven) – 200 HP.
 - c. Step 3 – Booster Pump 2(VFD driven) – 200 HP.
3. The generator set rating shall be based on emergency/standby service.

C. Performance

1. Voltage regulation shall be plus or minus 0.5 percent for any constant load between no load and rated load for both parallel and non-parallel applications. Random voltage variation with any steady load from no load to full load shall not exceed plus or minus 0.5 percent.
2. Frequency regulation shall be isochronous from steady state no load to steady state rated load. Random frequency variation with any steady load from no load to full load shall not exceed plus or minus 0.25%.
3. The diesel engine-generator set shall be capable of single step load pick up of 100% nameplate kW and power factor, less applicable derating factors, with the engine-generator set at operating temperature.
4. The generator set shall be capable of sustaining a minimum of 90% of rated no load voltage with the specified kVA load at near zero power factor applied to the generator set.
5. The alternator shall produce a clean AC voltage waveform, with no more than 5% total harmonic distortion at full linear load, when measured from line to neutral, and with no more than 3% in any single harmonic. Telephone influence factor shall be less than 40.

D. Construction

1. The engine-generator set shall be mounted on a heavy-duty steel base to maintain alignment between components. The base shall incorporate a battery tray with hold-down clamps within the rails.
2. All switches, lamps, and meters in the control system shall be oil-tight and dust-tight, and the enclosure door shall be gasketed. There shall be no exposed points in the control (with the door open) that operate more than 50 volts.

E. Connections

1. The generator set load connections shall be composed of tin-plated copper bus bars, drilled to accept mechanical or compression terminations of the number and type as shown on the drawings. Sufficient lug space shall be provided for use with cables of the number and size as shown on the drawings.
2. Power connections to auxiliary devices shall be made at the devices, with required protection located at a wall-mounted common distribution panel.
3. Generator set control interfaces to other system components shall be made on a common, permanently labeled terminal block assembly.

2.2 ENGINE AND ENGINE EQUIPMENT

- A. The engine shall be diesel, 4 cycle, radiator and fan cooled. The horsepower rating of the engine at its minimum tolerance level shall be sufficient to drive the alternator and all connected accessories. Two cycle engines are not acceptable. Engine accessories and features shall include:

- B. An electronic governor system shall provide automatic isochronous frequency regulation. The governing system dynamic capabilities shall be controlled as a function of engine coolant temperature to provide fast, stable operation at varying engine operating temperature conditions. The control system shall actively control the fuel rate and excitation as appropriate to the state of the generator set. Fuel rate shall be regulated as a function of starting, accelerating to start disconnect speed, accelerating to rated speed, and operating in various isochronous or parallel states.
- C. Skid-mounted radiator and cooling system rated for full load operation in 122 degrees F (50 degrees C) ambient as measured at the generator air inlet, based on 0.5 in H₂O external static head. Radiator shall be sized based on a core temperature which is 20F higher than the rated operation temperature, or prototype tested to verify cooling performance of the engine/radiator/fan operation in a controlled environment. The radiator shall be provided with a duct adapter flange. The cooling system shall be filled with a 50/50-ethylene glycol/water mixture by the equipment SUPPLIER. Rotating parts shall be guarded against accidental contact.
- D. Electric starter(s) capable of three complete cranking cycles without overheating.
- E. Positive displacement, mechanical, full pressure, lubrication oil pump.
- F. Full flow lubrication oil filters with replaceable spin-on canister elements and dipstick oil level indicator.
- G. An engine driven, mechanical, positive displacement fuel pump. Fuel filter with replaceable spin-on canister element. A fuel cooler, suitable for operation of the generator set at full rated load in the ambient temperature specified shall be provided if required for operation due to the design of the engine and the installation.
- H. Replaceable dry element air cleaner with restriction indicator.
- I. Flexible supply and return fuel lines.
- J. Engine mounted battery charging alternator, 40-ampere minimum, and solid-state voltage regulator.
- K. Coolant heater.
 - 1. Engine mounted, thermostatically controlled, coolant heater(s) for each engine. Heater voltage shall be as shown on the project drawings. The coolant heater shall be UL499 listed and labeled.
 - 2. The coolant heater shall be installed on the engine with silicone hose connections. Steel tubing shall be used for connections into the engine coolant system wherever the length of pipe run exceeds 12 inches. The coolant heater installation shall be specifically designed to provide proper venting of the system. The coolant heaters shall be installed using quick disconnect couplers to isolate the heater for replacement of the heater element. The quick disconnect/automatic sealing couplers shall allow the heater element to be replaced without draining the engine cooling system or significant coolant loss.

3. The coolant heater shall be provided with a 24VDC thermostat, installed at the engine thermostat housing. An AC power connection box shall be provided for a single AC power connection to the coolant heater system.
 4. The coolant heater(s) shall be sized as recommended by the engine SUPPLIER to warm the engine to a minimum of 100F (40C) in a 40F ambient, in compliance with NFPA110 requirements, or the temperature required for starting and load pickup requirements of this specification.
- L. Provide vibration isolators, spring/pad type, quantity as recommended by the generator set SUPPLIER. Isolators shall include seismic restraints if required by site location.
 - M. Starting and Control Batteries shall be calcium/lead antimony type, 24-volt DC, sized as recommended by the engine SUPPLIER, complete with battery cables and connectors.
 - N. Provide an exhaust silencer for each engine of size and type as recommended by the generator set SUPPLIER and approved by the engine manufacturer. The mufflers shall be critical grade. The exhaust system shall be installed according to the engine manufacturer's recommendations and applicable codes and standards.
 - O. A UL listed/CSA certified 10-amp voltage regulated battery charger shall be provided for each engine-generator set. The charger may be in an automatic transfer switch, or wall mounted, at the discretion of the installer. Input AC voltage and DC output voltage shall be as required. Chargers shall be equipped with float, taper and equalize charge settings. Operational monitors shall provide visual output along with individual form C contacts rated at 4 amps, 120 VAC, 30VDC for remote indication of:
 1. Loss of AC power - red light
 2. Low battery voltage - red light
 3. High battery voltage - red light
 4. Power ON - green light (no relay contact)
 5. Charger shall include an Analog DC voltmeter and ammeter, 12-hour equalize charge timer, and AC and DC fuses.

2.3 GENERATOR

- A. The AC generator shall be; synchronous, four pole, 2/3 pitch, revolving field, drip-proof construction, single pre-lubricated sealed bearing, air cooled by a direct drive centrifugal blower fan, and directly connected to the engine with flexible drive disc. All insulation system components shall meet NEMA MG1 temperature limits for Class H insulation system. Actual temperature rise measured by resistance method at full load shall not exceed 105 degrees Centigrade.
- B. The generator shall be capable of delivering rated output (kVA) at rated frequency and power factor, at any voltage not more than 5 percent above or below rated voltage.
- C. A permanent magnet generator (PMG) shall be included to provide a reliable source of excitation power for optimum motor starting and short circuit performance. The PMG and controls shall be capable of sustaining and regulating current supplied to a single phase or three phase faults at approximately 300% of rated current for not more than 10 seconds.
- D. The sub-transient reactance of the alternator shall not exceed 12 percent, based on the standby rating of the generator set.

2.4 GENERATOR SET CONTROL

- A. The generator set shall be provided with a microprocessor-based control system that is designed to provide automatic starting, monitoring, and control functions for the generator set. The control system shall also be designed to allow local monitoring and control of the generator set, and remote monitoring and control as described in this specification.
- B. The control shall be mounted on the generator set. The control shall be vibration isolated, and prototype tested to verify the durability of all components in the system under the vibration conditions encountered.
- C. The generator set mounted control shall include the following switches:
 - 1. MODE SELECT switch. The mode select switch shall initiate the following control modes. When in the RUN or Manual position the generator set shall start and accelerate to rated speed and voltage as directed by the operator. In the OFF position the generator set shall immediately stop, bypassing all time delays. In the AUTO position the generator set shall be ready to accept a signal from a remote device to start and accelerate to rated speed and voltage.
 - 2. EMERGENCY STOP switch. Switch shall be Red "mushroom-head" push-button. Depressing the emergency stop switch shall cause the generator set to immediately shut down and be locked out from automatic restarting.
 - 3. RESET switch. The RESET switch shall be used to clear a fault and allow restarting the generator set after it has shut down for any fault condition.
 - 4. PANEL LAMP switch. Depressing the panel lamp switch shall cause the entire panel to be lighted with DC control power. The panel lamps shall automatically be switched off 10 minutes after the switch is depressed, or after the switch is depressed a second time.
- D. The generator set mounted control shall include the following AC Output Metering with the following features and functions:
 - 1. Analog voltmeter, ammeter, frequency meter, and kilowatt (KW) meter. The voltmeter and ammeter shall display all three phases. Ammeter and KW meter scales shall be color coded in the following fashion: readings from 0-90% of generator set standby rating: green; readings from 90-100% of standby rating: amber; readings more than 100%: red.
 - 2. Digital metering set, 0.5% accuracy, to indicate generator RMS voltage and current, frequency, output current, output KW, KW-hours, and power factor. The generator output voltage shall be available in line-to-line and line-to-neutral voltages and shall display all three phase voltages (line to neutral or line to line) simultaneously.
 - 3. Both analog and digital metering are required. The analog and digital metering equipment shall be driven by a single microprocessor, to provide consistent readings and performance.
- E. The generator set shall be provided with alarm and status indicating lamps to indicate non-automatic generator status, and existing warning and shutdown conditions. The lamps shall be high-intensity LED type. The lamp's condition shall be clearly apparent under

bright room lighting conditions. The generator set control shall indicate the existence of the following alarm and shutdown conditions on an alphanumeric digital display panel.

1. Low Oil Pressure (alarm).
 2. Low Oil Pressure (shutdown).
 3. Oil Pressure Sender Failure (alarm).
 4. Low Coolant Temperature (alarm).
 5. High Coolant Temperature (alarm).
 6. High Coolant Temperature (shutdown).
 7. Engine Temperature Sender Failure (alarm).
 8. Low Coolant Level (alarm or shutdown—selectable)
 9. Fail to Crank (shutdown)
 10. Fail to Start/Over crank (shutdown)
 11. Overspeed (shutdown)
 12. Low DC Voltage (alarm)
 13. High DC Voltage (alarm)
 14. Weak Battery (alarm)
 15. Low Fuel-Day tank (alarm)
 16. High AC Voltage (shutdown)
 17. Low AC Voltage (shutdown)
 18. Under Frequency (shutdown)
 19. Over Current (warning)
 20. Over Current (shutdown)
 21. Short Circuit (shutdown)
 22. Overload (alarm)
 23. Emergency Stop (shutdown)
 24. Provisions shall be made for indication of four customer-specified alarm or shutdown conditions. The labeling of the customer-specified alarm or shutdown conditions shall be of the same type and quality as the above specified conditions. The non-automatic indicating lamp shall be red and shall flash to indicate that the generator set is not able to automatically respond to a command to start from a remote location.
- F. Remote Alarm Annunciator: Comply with NFPA 99. An LED labeled with proper alarm conditions shall identify each alarm event and a common audible signal shall sound for each alarm condition. The silencing switch in face of panel shall silence signal without altering visual indication. Connect so that after an alarm is silenced, clearing of initiating condition will reactivate alarm until silencing switch is reset. Cabinet and faceplate are surface- or flush-mounting type to suit mounting conditions indicated.
- G. The generator set mounted control shall include the following engine status monitoring:
1. Engine Oil Pressure (psi or kPA)
 2. Engine Coolant Temperature (degrees F or C)
 3. Engine Oil Temperature (degrees F or C)
 4. Engine Speed (rpm)
 5. Number of Hours of Operation (hours)
 6. Number of Start Attempts
 7. Battery Voltage (DC volts)
 8. The control system shall also incorporate a data logging and display provision to allow logging of the last 10 warning or shutdown indications on the generator set, as well as total time of operation at various loads, as a percent of the standby rating of the generator set.

- H. The generator set mounted control shall include the following engine control functions:
1. The control system provided shall include a cycle cranking system, which allows for user selected crank time, rest time, and # of cycles. Initial settings shall be for 3 cranking periods of 15 seconds each, with 15-second rest period between cranking periods.
 2. The control system shall include an idle mode control, which allows the engine to run in idle mode in the RUN position only. In this mode, the alternator excitation system shall be disabled.
 3. The control system shall include an engine governor control, which functions to provide steady state frequency regulation as noted elsewhere in this specification. The governor control shall include adjustments for gain, damping, and a ramping function to control engine speed and limit exhaust smoke while the unit is starting. The governor control shall be suitable for use in paralleling applications without component changes.
 4. The control system shall include time delay start (adjustable 0-300 seconds) and time delay stop (adjustable 0-600 seconds) functions.
 5. The control system shall include sender failure monitoring logic for speed sensing, oil pressure, and engine temperature which can discriminate between failed sender or wiring components, and an actual failure condition.
 6. The generator system shall be provided with a communications system that allows for monitoring of the system via a Modbus TCP connection to the facility's control system. Provide a Modbus memory map that allows for monitoring of the generator's operational state, alarm conditions, output voltage, current & power, and fuel level.
- I. Alternator Control Functions:
1. The generator set shall include an automatic digital voltage regulation system that is matched, and prototype tested by the engine manufacturer with the governing system provided. It shall be immune from mis-operation due to load-induced voltage waveform distortion and provide a pulse width modulated output to the alternator exciter. The voltage regulation system shall be equipped with three-phase RMS sensing and shall control buildup of AC generator voltage to provide a linear rise and limit overshoot. The system shall include a torque-matching characteristic, which shall reduce output voltage in proportion to frequency below a threshold of [58-59] HZ. The voltage regulator shall include adjustments for gain, damping, and frequency roll-off. Adjustments shall be broad range, and made via digital raise-lower switches, with an alphanumeric LED readout to indicate setting level. Rotary potentiometers for system adjustments are not acceptable.
 2. Controls shall be provided to monitor the output current of the generator set and initiate an alarm (over current warning) when load current exceeds 110% of the rated current of the generator set on any phase for more than 60 seconds. The controls shall shut down and lock out the generator set when output current level approaches the thermal damage point of the alternator (over current shutdown). The protective functions provided shall comply with the requirements of NFPA70 article 445.

3. Controls shall be provided to individually monitor all three phases of the output current for short circuit conditions. The control/protection system shall monitor the current level and voltage. The controls shall shut down and lock out the generator set when output current level approaches the thermal damage point of the alternator (short circuit shutdown). The protective functions provided shall comply with the requirements of NFPA70 article 445.
 4. Controls shall be provided to monitor the KW load on the generator set and initiate an alarm condition (overload) when total load on the generator set exceeds the generator set rating for more than 5 seconds. Controls shall include a load shed control, to operate a set of dry contacts (for use in shedding customer load devices) when the generator set is overloaded.
 5. An AC over/under voltage monitoring system that responds only to true RMS voltage conditions shall be provided. The system shall initiate shutdown of the generator set when alternator output voltage exceeds 110% of the operator-set voltage level for more than 10 seconds, or with no intentional delay when voltage exceeds 130%. Under voltage shutdown shall occur when the output voltage of the alternator is less than 85% for more than 10 seconds.
 6. A battery monitoring system shall be provided which initiates alarms when the DC control and starting voltage is less than 25VDC or more than 32 VDC. During engine cranking (starter engaged), the low voltage limit shall be disabled, and if DC voltage drops to less than 14.4 volts for more than two seconds a "weak battery" alarm shall be initiated.
- J. The generator set shall be provided with a mounted main line circuit breaker, sized to carry the rated output current of the generator set. The circuit breaker shall incorporate an electronic trip unit that operates to protect the alternator under all overcurrent conditions, or a thermal-magnetic trip with other overcurrent protection devices that positively protect the alternator under overcurrent conditions. The supplier shall submit time overcurrent characteristic curves and thermal damage curve for the alternator, demonstrating the effectiveness of the protection provided.

2.5 OUTDOOR WEATHER-PROTECTIVE HOUSING

- A. The enclosure shall include hinged doors for access to both sides of the engine and alternator, and the control equipment. Key-locking and pad-lockable door latches shall be provided for all doors. Door hinges shall be stainless steel.
- B. The CONTRACTOR shall be responsible for appropriate sizing, location, and proper functioning as per the manufacturer's requirements.
- C. All sheet metal shall be primed for corrosion protection and finish painted with the manufacturers standard color. All surfaces of all metal parts shall be primed and painted.
- D. Painting of hoses, clamps, wiring harnesses, and other non-metallic service parts shall not be acceptable. The fasteners used shall be corrosion resistant and designed to minimize marring of the painted surface when removed for normal installation or service work.
- E. Generator Sound Attenuation: The outdoor weather-protection housing shall also provide sound attenuation by allowing a maximum of 85 dBA at 23 feet from the generator enclosure.

- F. If the housing doors are elevated due to the fuel tank base, provide a portable platform system that is designed specifically for the generator assembly.

2.6 AUXILIARY POWER SYSTEM

- A. The generator shall be provided with a 480V auxiliary feeder from the facility power distribution system. The generator assembly shall be designed to accept that feeder and provide disconnecting means, step down transformer (120/208V) and distribution panelboards as required for a complete and operable system.
- B. Provide lights and a light switch for the interior of the enclosure.
- C. Provide fans and heaters as necessary to prevent cold starts and overheating.
- D. Provide a 20A 120V convenience receptacle.
- E. Provide power to the battery charging system.

PART 3 -- EXECUTION

3.1 SEQUENCE OF OPERATION

- A. The generator set shall start on receipt of a start signal from remote equipment. The start signal shall be via hardwired connection to the generator set control.
- B. The generator set shall complete a time delay start period as programmed into the control.
- C. The generator set control shall initiate the starting sequence for the generator set. The starting sequence shall include the following functions:
 1. The control system shall verify that the engine is rotating when the starter is signaled to operate. If the engine does not rotate after two attempts, the control system shall shut down and lock out the generator set and indicate "fail to crank" shutdown.
 2. The engine shall fire and accelerate as quickly as practical to start disconnect speed. If the engine does not start, it shall complete a cycle cranking process as described elsewhere in this specification. If the engine has not started by the completion of the cycle cranking sequence, it shall be shut down and locked out, and the control system shall indicate "fail to start".
 3. The engine shall accelerate to rated speed and the alternator to rated voltage. Excitation shall be disabled until the engine has exceeded programmed idle speed and regulated to prevent over voltage conditions and oscillation as the engine accelerates and the alternator builds to rated voltage.
- D. On reaching rated speed and voltage, the generator set shall operate as dictated by the control system in isochronous, synchronize, load share, load demand, or load govern state.
- E. When all start signals have been removed from the generator set, it shall complete a time delay stop sequence. The duration of the time delay stop period shall be adjustable by the operator.

- F. On completion of the time delay stop period, the generator set control shall switch off the excitation system and shall shut down.
- G. Any start signal received after the time stop sequence has begun shall immediately terminate the stopping sequence and return the generator set to isochronous operation.

3.2 INSTALLATION

- A. Installation of equipment shall include furnishing and installing all interconnecting wiring between all major equipment provided for the on-site power system. The CONTRACTOR shall also perform interconnecting wiring between equipment sections (when required), under the supervision of the equipment SUPPLIER.
- B. Equipment shall be initially started and operated by representatives of the SUPPLIER.
- C. All equipment shall be physically inspected for damage. Scratches and other installation damage shall be repaired prior to final system testing. Equipment shall be thoroughly cleaned to remove all dirt and construction debris prior to initial operation and final testing of the system.

3.3 FACTORY TESTING

- A. The generator set SUPPLIER shall perform a complete operational test on the generator set prior to shipping from the factory. A certified test report shall be provided to the ENGINEER. Equipment supplied shall be fully tested at the factory for function and performance.
- B. Factory testing may be witnessed by the OWNER and ENGINEER. Costs for travel expenses will be the responsibility of the OWNER and ENGINEER. The SUPPLIER is responsible to provide two weeks' notice for testing.
- C. Generator set factory tests on the equipment shall be performed at rated load and rated power factor. Generator sets that have not been factory tested at rated power factor will not be acceptable. Tests shall include running at full load, maximum power, voltage regulation, transient and steady-state governing, single step load pickup, and function of safety shutdowns.

3.4 ON-SITE ACCEPTANCE

- A. The complete installation shall be tested for compliance with the specification following completion of all site work. Testing shall be conducted by representatives of the SUPPLIER, with the required fuel supplied by the Contractor. The ENGINEER shall be notified in advance and shall have the option to witness the tests.
- B. Installation acceptance tests to be conducted on-site shall include a "cold start" test, a two-hour full load test, and a one-step rated load pickup test in accordance with NFPA 110. Provide a resistive load bank and make temporary connections for full load test, if necessary.

3.5 TRAINING

- A. The equipment SUPPLIER shall provide training for the facility operating personnel covering operation and maintenance of the equipment provided. The training program

shall be not less than 4 hours in duration and the class size shall be limited to 5 persons. Training dates shall be coordinated with the facility owner.

3.6 SERVICE AND SUPPORT

- A. The generator set shall be serviced by a local service organization that is trained and factory certified in generator set service. The SUPPLIER shall maintain an inventory of critical replacement parts at the local service organization, and in-service vehicles. The service organization shall be on call 24 hours per day, 365 days per year.
- B. The SUPPLIER shall maintain model and serial number records of each generator set provided for at least 20 years.

3.7 WARRANTY

- A. The generator set and associated equipment shall be warranted for a period of not less than 2 years from the date of commissioning against defects in materials and workmanship.
- B. The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc.

END OF SECTION 263213

SECTION 263600 - TRANSFER SWITCHES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes automatic transfer switches rated 600 V and less.

1.2 ACTION SUBMITTALS

- A. Product Data: Include rated capacities, weights, operating characteristics, furnished specialties, and accessories.
- B. Shop Drawings: Dimensioned plans, elevations, sections, and details showing minimum clearances, conductor entry provisions, gutter space, installed features and devices, and material lists for each switch specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Manufacturer Seismic Qualification Certification: Submit certification that transfer switches accessories, and components will withstand seismic forces as required. Include the following:
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."
 - 2. Dimensioned Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 - 3. Detailed description of equipment anchorage devices on which the certification is based.
- B. Field quality-control test reports.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

- B. Comply with NEMA ICS 1.
- C. Comply with NFPA 70.
- D. Comply with NFPA 99.
- E. Comply with NFPA 110.
- F. Comply with UL 1008 unless the requirements of these Specifications are stricter.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Caterpillar; Engine Div.
 - b. Emerson; ASCO Power Technologies, LP.
 - c. GE Zenith Controls.
 - d. Kohler Power Systems; Generator Division.
 - e. Onan/Cummins Power Generation; Industrial Business Group.
 - f. MTU Energy.

2.2 GENERAL TRANSFER-SWITCH PRODUCT REQUIREMENTS

- A. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer, including tungsten filament lamp loads not exceeding 30 percent of switch ampere rating, unless otherwise indicated.
- B. Tested Fault-Current Closing and Withstand Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.
 - 1. Where transfer switch includes internal fault-current protection, rating of switch and trip unit combination shall exceed indicated fault-current value at installation location.
- C. Solid-State Controls: Repetitive accuracy of all settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.
- D. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.41. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.
- E. Electrical Operation: Accomplish by a non-fused, momentarily energized solenoid or electric-motor-operated mechanism, mechanically and electrically interlocked in both directions.

- F. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
 - 1. Limitation: Switches using molded-case switches or circuit breakers or insulated-case circuit-breaker components are not acceptable.
 - 2. Switch Action: Double throw; mechanically held in both directions.
 - 3. Contacts: Silver composition or silver alloy for load-current switching. Conventional automatic transfer-switch units, rated 225 A and higher, shall have separate arcing contacts.
- G. Neutral Switching. Where four-pole switches are indicated, provide overlapping neutral contacts.
- H. Neutral Terminal: Solid and fully rated, unless otherwise indicated.
- I. Oversize Neutral: Ampacity and switch rating of neutral path through units indicated for oversize neutral shall be double the nominal rating of circuit in which switch is installed.
- J. Battery Charger: For generator starting batteries.
 - 1. Float type rated 10 A.
 - 2. Ammeter to display charging current.
 - 3. Fused ac inputs and dc outputs.
- K. Enclosures: General-purpose NEMA 250, Type 3R, complying with NEMA ICS 6 and UL 508, unless otherwise indicated.

2.3 AUTOMATIC TRANSFER SWITCHES

- A. Comply with Level 1 equipment according to NFPA 110.
- B. Switching Arrangement: Double-throw type, incapable of pauses or intermediate position stops during normal functioning, unless otherwise indicated.
- C. Signal-Before-Transfer Contacts: A set of normally open/normally closed dry contacts operates in advance of retransfer to normal source. Interval is adjustable from 1 to 30 seconds.
- D. Transfer Switches Based on Molded-Case-Switch Components: Comply with NEMA AB 1, UL 489, and UL 869A.
- E. In-Phase Monitor: Factory-wired, internal relay controls transfer so it occurs only when the two sources are synchronized in phase.
- F. Motor Disconnect and Timing Relay: Controls designate starters, so they disconnect motors before transfer and reconnect them selectively at an adjustable time interval after transfer. Time delay for reconnecting individual motor loads is adjustable between 1 and 60 seconds, and settings are as indicated.
- G. Programmed Neutral Switch Position: Switch operator has a programmed neutral position arranged to provide a midpoint between the two working switch positions, with an intentional, time-controlled pause at midpoint during transfer.
- H. Automatic Transfer-Switch Features:

1. Undervoltage Sensing for Each Phase of Normal Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage is adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.
2. Adjustable Time Delay: For override of normal-source voltage sensing to delay transfer and engine start signals. Adjustable from zero to six seconds, and factory set for one second.
3. Voltage/Frequency Lockout Relay: Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Factory set for pickup at 90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.
4. Time Delay for Retransfer to Normal Source: Adjustable from 0 to 30 minutes, and factory set for 10 minutes to automatically defeat delay on loss of voltage or sustained undervoltage of emergency source, provided normal supply has been restored.
5. Test Switch: Simulate normal-source failure.
6. Switch-Position Pilot Lights: Indicate source to which load is connected.
7. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits.
 - a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
 - b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."
8. Unassigned Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.
9. Transfer Override Switch: Overrides automatic retransfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.
10. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.
11. Engine Shutdown Contacts: Instantaneous; shall initiate shutdown sequence at remote engine-generator controls after retransfer of load to normal source.
12. Engine Shutdown Contacts: Time delay adjustable from zero to five minutes, and factory set for five minutes. Contacts shall initiate shutdown at remote engine-generator controls after retransfer of load to normal source.
13. Engine-Generator Exerciser: Solid-state, programmable-time switch starts engine generator and transfers load to it from normal source for a preset time, then retransfers and shuts down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods are adjustable from 10 to 30 minutes. Factory settings are for a 7-day exercise cycle, 20-minute running period, and 5-minute cool-down period. Exerciser features include the following:
 - a. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.
 - b. Push-button programming control with digital display of settings.
 - c. Integral battery operation of time switch when normal control power is not available.

2.4 SOURCE QUALITY CONTROL

- A. Factory test and inspect components, assembled switches, and associated equipment. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Set field-adjustable intervals and delays, relays, and engine exerciser clock.

3.2 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
- B. Perform tests and inspections and prepare test reports.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installation, including connections, and to assist in testing.
 - 2. After installing equipment and after electrical circuitry has been energized, test for compliance with requirements.
 - 3. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 4. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.
 - a. Check for electrical continuity of circuits and for short circuits.
 - b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.
 - c. Verify that manual transfer warnings are properly placed.
 - d. Perform manual transfer operation.
 - 5. After energizing circuits, demonstrate interlocking sequence and operational function for each switch at least three times.
 - a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.
 - b. Simulate loss of phase-to-ground voltage for each phase of normal source.
 - c. Verify time-delay settings.
 - d. Verify pickup and dropout voltages by data readout or inspection of control settings.

- e. Perform contact-resistance test across main contacts and correct values exceeding 500 microohms and values for 1 pole deviating by more than 50 percent from other poles.
 - f. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.
6. Ground-Fault Tests: Coordinate with testing of ground-fault protective devices for power delivery from both sources.
- a. Verify grounding connections and locations and ratings of sensors.
- C. Coordinate tests with tests of generator and run them concurrently.
- D. Report results of tests and inspections in writing. Record adjustable relay settings and the measured insulation and contact resistances and time delays. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- E. Remove and replace malfunctioning units and retest as specified above.
- F. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each switch. Remove all access panels so joints and connections are accessible to portable scanner.
- 1. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each switch 11 months after date of Substantial Completion.
 - 2. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - 3. Record of Infrared Scanning: Prepare a certified report that identifies switches checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.3 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transfer switches and related equipment as specified below.
- B. Coordinate this training with that for generator equipment.

END OF SECTION 263600

ATTACHMENT A

MOUNTAIN REGIONAL WATER STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. DEFINITIONS: The following terms shall have the meanings set forth below:

- (a) **"Confidential Information"** means information that is deemed as confidential under applicable state, and federal laws including personal information. The District reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under county ordinances and state and federal laws.
- (b) **"Contract"** means the Contract Cover and Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
- (c) **"Contract Cover and Signature Page(s)"** means the Mountain Regional Water cover page(s) and signature page that District and Contractor sign.
- (d) **"Contractor"** means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
- (e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to District under this Contract.
- (f) **"District"** means Mountain Regional Water Special Service District.
- (g) **"Party or Parties"** means District and the Contractor.
- (h) **"Procurement Item"** means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to District under this Contract.
- (i) **"Records"** means all books, records, documents, statements, reports, data, information, and other material with respect to the matters covered, directly or indirectly, by this Contract, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract.
- (j) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to District's Solicitation.
- (k) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in the Utah Procurement Code and Mountain Regional Water Procurement Policies and Procedures.
- (l) **"Solicitation"** means the documents used by District to obtain Contractor's Proposal.
- (m) **"Subcontractors"** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all

independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

(n) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by District. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any District, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third-Party intellectual property.

2. GOVERNING LAW AND VENUE: This Contract has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each Party hereto that this Contract shall be governed by the laws, rules, and regulations of Summit County and the State of Utah, both as to interpretation and performance. Any action of law, suit in equity or judicial proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Summit County, the Silver Summit District Court, Third Judicial District.

3. LAWS AND REGULATIONS: At all times during this Contract, Contractor and all procurement Items delivered and/or performed under this Contract will comply with all applicable Summit County, state and federal constitutions, laws, rules, ordinances, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.

4. RECORDS ADMINISTRATION: Contractor shall maintain or supervise the maintenance of all Records and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Contract. These Records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor shall, at such times and in such form as the County may require, make available for examination by the District, its authorized representatives, the State Auditor, Federal Auditors or other governmental officials authorized by law to monitor this Contract, all such Records. The District may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Contractor's activities, which relate directly or indirectly to this Contract.

5. PERMITS: If necessary, Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.

6. CERTIFY REGISTRATION AND USE OF EMPLOYMENT “STATUS VERIFICATION SYSTEM”: The Status Verification System, also referred to as “E-verify,” applies to contracts issued through a request for proposal process and to sole source contracts.

(a) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor’s new employees that are employed in Summit County in accordance with applicable immigration laws.

(b) Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor’s new employees that are employed in Summit County in accordance with applicable immigration laws.

(c) Contractor’s failure to comply with this section will be considered a material breach of this Contract.

7. CONFLICT OF INTEREST: Contractor represents that none of its officers or employees are officers or employees of District, unless disclosure has been made to District.

8. INDEPENDENT CONTRACTOR:

(a) Contractor and Subcontractor(s), in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of District.

(b) No agent, employee, or representative of Contractor or Subcontractor(s) shall be deemed to be an employee, agent, or representative of the District for any purpose, and the employees of the Contractor and Subcontractor(s) are not entitled to any of the benefits the District provides for its employees. The Contractor or Subcontractor(s) will be solely and entirely responsible for their acts and for the acts of their agents, employees, representatives during the performance of this Contract.

(c) In the performance of the services herein contemplated Contractor and Subcontractor(s) are independent contractors with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the District and shall be subject to the District’s general rights of inspection and review to secure the satisfactory completion thereof.

9. CONTRACTOR RESPONSIBILITY: Contractor is solely responsible for fulfilling the Contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor’s responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to District under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.

10. INDEMNITY:

(a) Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless District from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance or failure to perform any aspect of this Contract to the extent caused by any intentional wrongful act or omission, or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole intentional wrongful act or omission, or negligence of District. The Parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property arising out of this Contract.

(b) The Contractor and Subcontractor(s) expressly agree that the indemnification provided herein constitutes the Contractor and Subcontractor(s) limited waiver of immunity as an employer under Utah Code §34A-2-105, as amended; provided, however, this waiver shall apply only to the extent an employee of the Contractor or Subcontractor claims or recovers compensation from the District for a loss or injury that Contractor or Subcontractor would be obligated to indemnify the District for under this Contract. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Contract. The provisions of this section shall survive the expiration or termination of this Contract.

11. EMPLOYMENT PRACTICES: Contractor agrees to abide by the Summit County Code, Title 1, Chapter 15B and federal and state employment laws, including: (a) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (b) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (c) 45 CFR 90, which prohibits discrimination on the basis of age; and (d) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. If any assignment or subcontracting has been authorized by the District, said assignment or subcontract shall include appropriate safeguards against discrimination. Contractor shall take such action as may be required to ensure full compliance with the provisions of this section.

12. AMENDMENTS: This Contract may only be amended by the mutual written agreement of the Parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

13. DEBARMENT: Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether

international, national, state, or local. Contractor must notify District within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

14. TERMINATION:

(a) This Contract may be terminated, with cause by either Party, in advance of the specified termination date, upon written notice given by the non-defaulting Party to the Party in violation (the "Default Notice"). The Party in violation will be given ten (10) days after receipt of the Default Notice to cure the violation. In the event the Party in violation fails to cure, the non-defaulting Party may terminate the Contract for cause by sending the Party in violation a termination notice (the "Termination Notice").

(b) This Contract may also be terminated without cause (for convenience), in advance of the specified termination date, by District, upon thirty (30) days written termination notice being given to the Contractor (the "Termination for Convenience Notice").

(c) District and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

(d) On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

(e) Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the Termination Notice or Termination for Convenience Notice. Contractor agrees that in the event of a termination, the remedy and monetary recovery from District is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall District be liable to the Contractor for compensation for any services neither requested by District nor satisfactorily performed by the Contractor. In no event shall District's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to District for any damages or claims arising under this Contract.

(f) If the Contractor or any of its Subcontractor(s) have any property in their possession belonging to District, the Contractor will account for the same, and dispose of it in a manner directed by District.

15. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:

(a) District intends to request the appropriation of funds to be paid for the services provided by Contractor under this Contract. If funds are not available beyond December 31 of any effective fiscal year of this Contract, District's obligation for performance of this Contract beyond that date shall be null and void. This Contract shall create no obligation on District as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and

budgeted. Said termination shall not be construed as a breach of this Contract or any event of default under this Contract and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to this Contract, or any portion thereof, which may terminate and become null and void.

(b) If funds are not appropriated for a succeeding fiscal year to fund performance by Contractor under this Contract, District shall promptly notify Contractor of said non-funding and the termination of this Contract, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

(c) Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of District, if District reasonably determines that a change in the Summit County Code, Federal or State legislation or applicable laws materially affects the ability of either Party to perform under the terms of this Contract.

(d) If a written notice is delivered under this section, District will reimburse Contractor for the Services properly ordered until the effective date of said notice. District will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. MODIFICATIONS TO TASKS: All work proposed by Contractor is based on current government ordinances and fees in effect as of the date of this Contract. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra costs” or deleted from the scope, at the option of District.

17. SUSPENSION OF WORK: Should circumstances arise which would cause District to suspend Contractor’s responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor’s responsibilities may be reinstated upon advance formal written notice from District.

18. SALES TAX EXEMPTION: The Services under this Contract will be paid for from District’s funds and used in the exercise of District’s essential functions as a political subdivision of the State of Utah. Upon request, District will provide Contractor with its sales tax exemption number. It is Contractor’s responsibility to request District’s sales tax exemption number. It is also Contractor’s responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

19. WARRANTY OF PROCUREMENT ITEM(S): Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to District under this Contract. Contractor warrants for a period of one (1) year that: (a) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (b) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (c) the Procurement Item(s) are suitable for any special purposes identified in the Contractor’s Response; (d) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (e) the Procurement Item(s) are

manufactured and in all other respects create no harm to persons or property; and (f) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to District under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to District within ten (10) days of any written notification informing Contractor of the Goods not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies District may otherwise have under this Contract.

20. CONTRACTOR'S INSURANCE RESPONSIBILITY: The Contractor shall maintain the following insurance coverage:

(a) Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract, at the following minimum: Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000.00) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000.00) each employee, Five Hundred Thousand Dollar (\$500,000.00) policy limit.

(b) Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than One Million Dollars (\$1,000,000.00) per person per occurrence and Three Million Dollars (\$3,000,000.00) aggregate. Contractor agrees to increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Utah Code §63G-7-604, as amended and as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

(c) Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Contract, whether owned, non-owned, leased, or hired. The minimum liability limit must be Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.

(d) Professional liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000.00) per occurrence. If written on a claims-made basis, the Contractor warrants that the retroactive date applicable to coverage precedes the effective date of this Contract; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this Contract is complete.

(e) Technology Errors and Omissions Insurance with a limit of not less than Five Million Dollars (\$5,000,000.00) for damages arising from computer related services including but not limited to the following:

- Consulting;
- Data Processing;

- Programming;
- System Integration;
- Hardware or Software Development;
- Installation;
- Distribution or Maintenance;
- Systems Analysis or Design;
- Training; and
- Staffing or Other Support Services.

This policy shall include coverage for third Party fidelity, including cyber theft.

(f) District shall be named as an additional insured on all insurance policies set forth in this section, with respect to work performed by or on behalf of Contractor and a copy of the endorsement naming District as an additional insured shall be attached to the Certificate of Insurance. Should any of the above-described policies be cancelled before the expiration date thereof, Contractor shall deliver notice to District within thirty (30) days of cancellation. District reserves the right to request certified copies of any required policies. The additional insured protection afforded District must be on a primary and non-contributory basis. All policies must include a waiver of subrogation in favor of District.

(g) Contractor's insurance policies set forth herein shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(h) Certificates of Insurance, showing up-to-date coverage, shall be on file with District before the Contract may commence.

(i) District reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

21. PUBLIC INFORMATION: Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah Government Records Access and Management Act (GRAMA), Utah Code Title 63G, Chapter 2, as amended. Contractor gives District express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by District, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. District is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

22. DELIVERY: All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to

District, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

23. ACCEPTANCE AND REJECTION:

(a) District shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by District.

(b) If Contractor delivers nonconforming Services, District may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

24. INVOICING: Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to District. The Contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by District will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. District has the right to adjust or return any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by District, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with District within ten (10) business days of receipt of final payment, shall release District from all claims and liability to the Contractor. District's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that District may have against Contractor. District will not allow the Contractor to charge end users electronic payment fees of any kind.

26. WORK ON DISTRICT OR ELIGIBLE USER PREMISES: Contractor shall ensure that personnel working on District or eligible user premises shall: (a) abide by all of the rules, regulations, and policies of the premises; (b) remain in authorized areas; (c) follow all instructions; and (d) be subject to a background check, prior to entering the premises. District may remove any individual for a violation hereunder.

27. CHANGES IN SCOPE: Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both Parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

28. PERFORMANCE EVALUATION: District may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

29. REVIEWS: District reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

30. ASSIGNMENT: Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of District. It is further agreed that said approval must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment or subcontract. Any assignment or subcontract made without the prior express written approval of District shall be deemed null and void.

31. REMEDIES: Any of the following events will constitute cause for District to declare Contractor in default of this Contract: (a) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (b) Contractor's material breach of any term or condition of this Contract. District may issue a Default Notice providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, District may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract by giving a Termination Notice; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from District; or (v) demand a full refund of any payment that District has made to Contractor under this Contract for Services that do not conform to this Contract.

32. FORCE MAJEURE: Neither Party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that Party's reasonable control. District may terminate this Contract after determining such delay will prevent successful performance of this Contract.

33. CONFIDENTIALITY:

(a) If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify District of any potential or actual misuse or misappropriation of Confidential Information.

(b) Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend District, including anyone for whom District

is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

(c) Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to District or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

34. PUBLICITY: Contractor shall submit to District for written approval all advertising and publicity matters relating to this Contract. It is within District's sole discretion whether to provide approval, which must be done in writing.

35. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY: Contractor will indemnify and hold District harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against District for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The Parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

36. OWNERSHIP IN CUSTOM DELIVERABLES: In the event that Contractor provides Custom Deliverables to District, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for District and are specifically within the framework of fulfilling Contractor's contractual obligations under this Contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to District, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to District any and all copyrights in and to the Custom Deliverables, subject to the following:

(a) Contractor has received payment for the Custom Deliverables;

(b) Each Party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by laws to inventions models, designs and technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this Contract or that it develops or acquires from activities independent of the Services performed under this Contract ("Background IP"); and

(c) Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the Services, or tangible components thereof, including but not limited to (i) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (ii) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of District (collectively, the "Residual IP").

Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by District. Contractor agrees to grant to District a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for District to use the Custom Deliverables. District reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for District's internal purposes, such Custom Deliverables. For the goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants District a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for District's internal business operation under this Contract. District may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

37. OWNERSHIP IN INTELLECTUAL PROPERTY: District and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to District.

38. WAIVER: No failure of the Parties to exercise any power given to it under this Contract, or to insist upon strict compliance by the other Party with any obligation, responsibility, or condition under it, and no custom or practice of the Parties at variance with its terms shall constitute a waiver of that Party's right to demand exact compliance with those terms upon any subsequent default. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving Party.

39. PROCUREMENT ETHICS:

(a) Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to District is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of District, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

(b) Contractor represents that it has not: (i) provided an illegal gift to any District officer or employee, or former District officer or employee, or to any relative or business entity of a District officer or employee, or relative or business entity of a former District officer or employee; (ii) retained any person to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (iii) breached any of the ethical standards set forth in

State statute; or (iv) knowingly influenced, and hereby promises that it will not knowingly influence, any District officer or employee or former District officer or employee to breach any of the ethical standards set forth in State statute or Summit County ordinances.

(c) None of the funds, materials, property or services provided directly or indirectly under the Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

40. MISCELLANEOUS PROVISIONS: District shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the agreed upon services.

41. DISPUTE RESOLUTION: Prior to either Party filing a judicial proceeding, the Parties agree to participate in the mediation of any dispute. District, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If District appoints such an expert or panel, District and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

42. GOVERNMENTAL IMMUNITY: District is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code §§ 63G-7-101, *et. seq.*, as amended. The Parties agree that District shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Contract shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

43. NOTICE TO RETIREES OF UTAH RETIREMENT SYSTEMS (URS): District is a URS "participating employer." Entering into this Contract with District may affect a URS retiree's retirement benefits including, but not limited to, cancellation of the retiree's "retirement allowance" due to "reemployment" with a "participating employer" pursuant to Utah Code § 49-11-504-505, as amended. In addition, Contractor is required to immediately notify District if a retiree of URS is the Contractor; or an owner, operator, or principal of the Contractor.

44. INTERPRETATION; NOTICES:

- (a) The terms of this Contract constitute the written expression of the mutual agreement of the Parties and shall be construed neutrally and not for or against either Party.
- (b) Notice provided for in this Contract shall be sent by certified mail return receipt requested to the addresses designated for the Parties on the Contract Cover and Signature page(s). Notice is effective upon the date it was sent, except that a Termination Notice is effective upon receipt.
- (c) All reference to “days” in this Contract shall mean calendar days.

45. CONTRACTOR EMPLOYEES: District may, at its sole discretion, require the Contractor to remove an employee(s), agent(s), or representative(s) from employment on the Work Product. The Contractor may, however, employ that (those) individual(s) on other non-District related projects.

46. NO THIRD-PARTY BENEFICIARIES: No term or provision of this Contract or the attachments hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party hereto, and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder.

47. SUCCESSORS AND ASSIGNS: This Contract shall inure to the benefit of, and will be binding upon, the Parties hereto and their respective successors and assigns.

48. ORDER OF PRECEDENCE: In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (a) this Attachment A; (b) Contract Cover and Signature page(s); (c) District’s additional terms and conditions, if any; (d) any other attachments listed on the Contract Cover and Signature Page(s); and (e) Contractor’s terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of District must be in writing and attached to this Contract or it is rendered null and void.

49. SURVIVAL OF TERMS: Termination or expiration of this Contract shall not extinguish or prejudice District’s right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Confidentiality, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), and Contractor’s Insurance Responsibility.

50. SEVERABILITY:

- (a) If, for any reason, any part, term, or provision of this Contract is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

(b) If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

51. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

52. ERRORS AND OMISSIONS: Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify District of any errors and/or omissions that are discovered.