

1. GENERAL

- .1 As of December 12, 2003 the City has entered into four (4) Equipment Supply Contracts as described in Section 01010 "Summary of Work".
 - .1 Copies of these four (4) Tender Documents are available for viewing at the offices of Earth Tech (Canada) Inc., 850 Pembina Highway, Winnipeg, Manitoba. The details of the equipment are shown on the shop drawings supplied by these contractors and some of these are also available for viewing at the above address.
- .2 The equipment supplied under Contracts 1 to 4 inclusive will be delivered to, off-loaded and stored at the City's property at 1500 Plessis Road. It is the Contractor's responsibility to pick-up and deliver the equipment to the Deacon Booster Pumping Station for installation and pay all costs for transportation of equipment from the City's storage yard at 1500 Plessis Road.
- .3 The scheduled pick-up dates for the equipment to be supplied under these supply contracts are shown in Section 01010. If the Contractor cannot pick-up the equipment on the scheduled date, he shall notify the Contract Administrator immediately.
- .4 Prior to accepting any of the equipment to be supplied under the supply contracts, the Contractor shall inspect the equipment. A representative from each of the following groups will be in attendance at the time of pick-up and delivery: the Supplier, Contractor, and Contract Administrator. A duly executed *Form 200 – Certificate of Equipment Delivery* shall be completed. Any minor damage identified during the inspection shall be repaired as per the manufacturer's recommendations by the Contractor at no cost to the City. Any severe damage will be grounds for rejection of the equipment. The severely damaged equipment will be replaced at no cost to the City. The Contractor shall accept the equipment and assume risk and responsibility for the equipment and fill out *Form 200 - Certificate of Equipment Delivery*, a copy of which is included at the end of Section 01650. If the Contractor's inspection reveals any deficiencies in the equipment, then these shall be noted in writing prior to the Contractor accepting the equipment. Only deficiencies noted and documented in the foregoing manner will be deemed not the responsibility of the Contractor.
- .5 The Contractor shall be responsible for the installation of the equipment to be supplied under the supply contracts in addition to this Contract. The installation shall be in accordance with the manufacturers' installation requirements.

2. SUPERVISION OF INSTALLATION, START-UP, COMMISSIONING, AND FIELD TESTING

- .1 For the equipment supplied under the supply contracts and this Contract, each Supplier shall provide the services of a qualified representative to supervise the installation, start-up, commissioning, and performance testing of all of the equipment. The services to be performed by the Supplier are as follows:
 - .1 Prior to the Contractor beginning the installation, the Supplier shall provide to the Contractor instructions and advice regarding the detailed requirements for the

equipment installation. The Supplier will be required to provide a *Certificate of Readiness to Install, Form 201*, a copy of which is included at the end of Section 01650. The Contractor shall be required to sign Form 201 to acknowledge that he has received adequate instruction.

- .2 Following the completion of the installation, the Supplier shall inspect the installation of the equipment to verify that it has been installed in accordance with the manufacturer's requirements. The Supplier will be required to provide a *Certificate of Satisfactory Installation, Form 202*, a copy of which is included at the end of Section 01650. If any deficiencies in the installation exist at the time of inspection, these shall be noted on Form 202 by the Supplier. The Contractor shall be responsible for the prompt correction of these deficiencies prior to the start-up of the equipment.
- .3 The Supplier shall supervise and direct the Contractor in starting-up and commissioning the equipment. Commissioning is to conform to the requirements in Section 01670 and Divisions 13, 15, 16, and 17.
- .4 Following a period of seven (7) consecutive days of operation of the equipment, the Supplier will be required to complete a *Certificate of Equipment Satisfactory Performance, Form 203*, a copy of which is included at the end of Section 01650. The Contractor shall sign the form. During the seven (7) day period, the equipment shall be maintained by the Contractor.
- .5 The Suppliers from Contracts 1 through 4 inclusive have been contracted to provide site visits for inspection of installation and for supervision of start-up and commissioning.
- .6 The Contractor shall be responsible for supervising and coordinating the services to be provided by the Supplier. The Contractor shall provide to the Supplier and the Contract Administrator, at least fourteen (14) days advance notice of when the Supplier's services will be required.
- .7 The Contractor shall be responsible for coordinating and cooperation with the Validation testing by the Supplier in accordance with the Validation protocol outlined in Section 01010.

END OF SECTION