



# County of Erie

DIVISION OF PURCHASE

## STANDARD AGREEMENT

This AGREEMENT, made as of the 10<sup>th</sup> DAY OF JUNE, 2024

by and between RESA POWER SERVICE,

of 4907 I.D.A. Park Drive, Lockport, NY 14094

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on May 31, 2024 at 11:00AM

for: ELECTRICAL PREVENTIVE MAINTENANCE

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum of \$67,984.00, was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. 240175-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

X CJH Paid monthly upon presentation of invoices.

\_\_\_\_\_ Upon delivery, completion and approval of the work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ERIE

CONTRACTOR: RESA POWER SERVICE

by   
Director of Purchase

by 

Date 9/17/2024

Title RESA Power Buffalo/Niagara Operations

Date 7/8/24

APPROVED AS TO FORM

Electronically Approved

Assistant County Attorney  
County of Erie, New York

Date \_\_\_\_\_



# COUNTY OF ERIE

## DIVISION OF PURCHASE INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie  
Division of Purchase  
Attention: JAMES D. KUCEWICZ, BUYER (716) 858-6336  
95 Franklin Street, Room 1254  
Buffalo, New York 14202-3967

**NOTE:** Lower left-hand corner of envelope **MUST** indicate the following:

BID NUMBER 240175-002

OPENING DATE: MAY 31, 2024 TIME: 11:00AM

FOR ELECTRICAL PREVENTIVE MAINTENANCE

NAME OF BIDDER \_\_\_\_\_

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- EXHIBIT "A" - Assignment of Public Contracts
- EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- EXHIBIT "C" - Construction/Reconstruction Contracts
- EXHIBIT "D" - Bid Bond (Formal Bid)
- EXHIBIT "E" - Bid Bond (Informal Bid)
- EXHIBIT "EP" - Equal Pay Certification
- EXHIBIT "F" - Standard Agreement
- EXHIBIT "G" - Non-Collusive Bidding Certification
- EXHIBIT "H" - MBE/ WBE Commitment
- EXHIBIT "IC" - Insurance CLASSIFICATION "A"
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "Q" - Confined Space Program Certification
- EXHIBIT "PW" - NYS Prevailing Wage
- EXHIBIT "V" - Vendor Federal Compliance Certification

**County of Erie**  
 DIVISION OF PURCHASE  
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**NOTICE**

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

**BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:**

Affirmed under penalty of perjury this 30th day of May, 20 24

TERMS \_\_\_\_\_ DELIVERY DATE AT DESTINATION 5/30/24

FIRM NAME RESA Power Service

ADDRESS 4907 I.D.A. Park Drive

Lockport, NY ZIP 14094

AUTHORIZED SIGNATURE [Signature]

TYPED NAME OF AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE Operations Manager TELEPHONE NO. 716-507-7522

**County of Erie**  
**DIVISION OF PURCHASE**  
**BID SPECIFICATIONS**

BID NO. 240175-002

Ship to:  
 Attention:  
 Address:

Ship Via:  
 Date Required at Destination:

ITEM NO.	QUAN -TITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Proposal to cover Electrical Distribution System		
			Preventive Maintenance at		
			Southtowns Wastewater Treatment Facility		
			S-3690 Lakeshore Road, Buffalo, NY 14219		
			Contract period is June 1, 2024 through April 30, 2027.		
			Please provide pricing on Pricing Page.		
			There will be a walk-through/site visit		
			on Monday, May 20, 2024 at 9:00am		
			For questions regarding the specifications of the bid		
			please contact Joe McDonald at (716) 823-8188.		

**NOTE:** Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

**ERIE COUNTY DIVISION OF PURCHASE**  
 Freedom of Information Officer  
 95 Franklin Street, Rm. 1254  
 Buffalo, NY 14202  
 FAX #: **716/858-6465**

**NAME OF BIDDER** \_\_\_\_\_

PRICE SHEET  
BID #240175-002

This contract will be in effect from June 1, 2024 through May 31, 2027.  
Please provide a price for each year of the contract:

June 2024 - May 2025 \$ 24,933.00

June 2025 - May 2026 \$ 23,220.00

June 2026 - May 2027 \$ 19,831.00

TOTAL \$ 67,984.00

NAME OF BIDDER RESA POWER SERVICE

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## Standard Specification Form

### Electrical Maintenance Tests

#### 1. GENERAL SCOPE

1. The owner shall engage the services of a recognized independent testing firm for the purpose of performing inspections, tests and test data evaluation as herein specified.
2. The testing firm shall provide all material, equipment, labor and technical supervision to perform such tests and inspections.
3. It is the purpose of these specifications to assure that all tested electrical equipment and systems are operational and within industry and manufacturer's tolerances. All lists of equipment to be maintained has been attached and should be included as part of this specification.
4. Communication between the owner and service provider is of utmost importance. Plant uptime is required 24/7. Any power outage must be planned and approved by the owner. Where power down conditions cannot be avoided and required for the maintenance specified, specific time intervals and durations of work will be required to complete the task..

#### (3) YEAR ELECTRICAL PREVENTIVE MAINTENANCE SCOPE

##### Year #1

- Infrared Thermographic Inspection of the Southtowns Wastewater Treatment Plant Electrical Distribution System (2 days plus report generation). Southtowns Waste Water Treatment Plant will provide qualified electricians to remove and replace equipment covers as required.  
  
(1) 2.4kV/480 volt VPSA Dry transformer and disconnect switch inspection and testing
- Visual Inspection of Southtowns Waste Water Treatment Plant Electrical Distribution System.
- Three (3) transformer oil sample and analysis. Analysis will include
  - Gas in Oil Analysis
  - Water Content
  - Acid Content
  - Interfacial Tension
  - Color Analysis
  - Dielectric Strength
  - Specific Gravity
  - PCB Content
- Inspection, testing of the batteries and charger located in the main outdoor switchgear, and generator switchgear.



Year #2

- Infrared Thermographic Inspection of the Southtowns Wastewater Treatment Plant Electrical Distribution System (2 days plus report generation). South Towns Waste Water Treatment Plant will provide qualified electricians to remove and replace equipment covers as required.
  - (1) 2.4kV/480 volt VPSA Dry transformer and disconnect switch inspection and testing
  
- Visual Inspection of your facilities Electrical Distribution System.
- Three (3) transformer oil sample and analysis. Analysis will include
  - Gas in Oil Analysis
  - Water Content
  - Acid Content
  - Interfacial Tension
  - Color Analysis
  - Dielectric Strength
  - Specific Gravity
  - PCB Content
- Inspection, testing of the batteries and charger located in the main outdoor switchgear, and generator switchgear.
- Inspection, testing and calibration of all of the protective relays in the main 15kV switchgear, 2.4kV outdoor switchgear, 2.4kV generator switchgear and 2400 volt Motor Control Centers.
- De-energized preventive maintenance of the 2400 volt motor control centers including:
  - (2) Main disconnect switches
  - (9) 2400 volt starters and accessories
  - All current and potential devices
- De-energized preventive maintenance of the (2) 2.4kV circuit breakers in the 2.4kV switchgear that feed the Motor Control Centers.

## 2. APPLICABLE REFERENCES

### 2.1 Codes, Standards, and Specifications (cont).

All inspections and field tests shall be in accordance with the latest edition of the following codes, standards, and specifications except as provided otherwise herein.

1. American National Standards Institute – ANSI
2. American Society for Testing and Materials - ASTM
  - ASTM D 92 Test Method for Flash and Fire Points by Cleveland Open Cup*
  - ASTM D 445 Test Method for Kinematic Viscosity of Transparent and Opaque Liquids*
  - ASTM D 664 Test Method for Acid Number of Petroleum Products by Potentiometric Titration*
  - ASTM D 877 Test Method for Dielectric Breakdown Voltage of Insulating Liquids using Disk Electrodes*
  - ASTM D 923 Test Method for Sampling Electrical Insulating Liquids*
  - ASTM D 924 Test Method for A-C Loss Characteristics and Relative Permittivity (Dielectric Constant) of Electrical Insulating Liquids*
  - ASTM D 971 Test Method for Interfacial Tension of Oil against Water by the Ring Method*
  - ASTM D 974 Test Method for Acid and Base Number by Color-Indicator Titration*
  - ASTM D 1298 Test Method for Density, Relative Density (Specific Gravity), or API Gravity of Crude Petroleum and Liquid Petroleum Products by Hydrometer Method*
  - ASTM D 1500 Test Method for ASTM Color of Petroleum Products (ASTM Color Scale)*
  - ASTM D 1524 Test Method for Visual Examination of Used Electrical Insulating Oils of Petroleum Origin in the Field*
  - ASTM D 1533 Test Methods for Water in Insulating Liquids (Karl Fischer Reaction Method)*
  - ASTM D 1816 Test Method for Dielectric Breakdown Voltage of Insulating Oils of Petroleum Origin Using VDE Electrodes*
  - ASTM D 2029 Test Methods for Water Vapor Content of Electrical Insulating cases by Measurement of Dew Point*
  - ASTM D 2129 Test Method for Color of Chlorinated Aromatic Hydrocarbons (Askarels)*
  - ASTM D 2284 Test Method of Acidity of Sulfur Hexafluorid*

## 2. APPLICABLE REFERENCES

### 2.1 Codes, Standards, and Specifications (cont).

IEEE Std. 81 *IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System (Part 1)*

ANSI/IEEE Std. 81.2 *IEEE Guide for Measurement of Impedance and Safety Characteristics of Large, Extended or Interconnected Grounding Systems (Part 2)*

ANSI/IEEE Std. 95 *IEEE Recommended Practice for Insulation Testing of Large AC Rotating Machinery with High Direct Voltage*

IEEE Std. 100 *The IEEE Standard Dictionary of Electrical and Electronics Terms*

IEEE Std. 141 *IEEE Recommended Practice for Electrical Power Distribution for Industrial Plants (IEEE Red Book)*

ANSI/IEEE Std. 142 *IEEE Recommended Practice for Grounding of Industrial and Commercial Power Systems (IEEE Green Book)*

ANSI/IEEE Std. 241 *IEEE Recommended Practice for Electric Power Systems in Commercial Buildings (Gray Book)*

ANSI/IEEE Std. 242 *IEEE Recommended Practice for Protection and Coordination of Industrial and Commercial Power Systems (Buff Book)*

IEEE 386 *IEEE Standard for Separable Insulated Connectors System for Power Distribution Systems above 600 V*

ANSI/IEEE Std. 399 *IEEE Recommended Practice for Industrial and Commercial Power Systems Analysis (Brown Book)*

ANSI/IEEE Std. 400 *IEEE Guide for Making High-Direct-Voltage Tests on Power Cable Systems in the Field*

ANSI/IEEE Std. 421B *IEEE Standard for High-Potential-Test Requirements for Excitation Systems for Synchronous Machines*

ANSI/IEEE Std. 446 *IEEE Recommended Practice for Emergency and Standby Power Systems for Industrial and Commercial Applications (Orange Book)*

ANSI/IEEE Std. 450 *IEEE Recommended Practice for Maintenance, Testing, and Replacement of Vented Lead-Acid Batteries for Stationary Applications*

ANSI/IEEE Std. 493 *IEEE Recommended Practice for the Design of Reliable Industrial and Commercial Power Systems (Gold Book)*

## 2. APPLICABLE REFERENCES

### 2.1 Codes, Standards, and Specifications (cont).

10. National Fire Protection Association - NFPA
  - ANSI/NFPA 70 National Electrical Code*
  - ANSI/NFPA 70B Recommended Practice for Electric Equipment Maintenance*
  - ANSI/NFPA 70E Electrical Safety Requirements for Employee Workplaces*
  - ANSI/NFPA 99 Standard for Healthcare Facilities*
  - ANSI/NFPA 101 Life Safety Code*
  - ANSI/NFPA 110 Emergency and Standby Power Systems*
  - ANSI/NFPA 780 Installation of Lightning Protection Systems*
11. Occupational Safety and Health Administration - OSHA
12. Scaffold Industry Association - SIA
  - ANSI/SIA A92.2 Vehicle Mounted Elevating and Rotating Aerial Devices*
13. State and local codes and ordinances
14. Underwriters Laboratories, Inc. - UL

#### 4. DIVISION OF RESPONSIBILITY

- 4.1. The owner shall supply a suitable and stable source of electrical power to each test site. The testing firm shall specify the specific power requirements.
- 4.2. The owner shall notify the testing firm when equipment becomes available for maintenance tests. Work shall be coordinated to expedite project scheduling.
- 4.3. The testing firm shall notify the owner prior to commencement of any testing.
- 4.4. Any system, material, or workmanship which is found defective on the basis of maintenance tests shall be reported including recommended corrective actions.
- 4.5. The testing firm shall maintain a written record of all tests and shall assemble and certify a final test report. The certification must be done by an Electrical P.E. (See Section 3.4 of this specification).

## 5. GENERAL

3. Selection of metering equipment should be based on a knowledge of the waveform of the variable being measured. Digital multimeters may be average or rms sensing and may include or exclude the dc component. When the variable contains harmonics or dc offset and, in general, any deviation from a pure sine wave, average sensing, rms scaled meters may be misleading.
4. Field test metering used to check power system meter calibration must have an accuracy higher than that of the instrument being checked.
5. Accuracy of metering in test equipment shall be appropriate for the test being performed but not in excess of two percent of the scale used.
6. Waveshape and frequency of test equipment output waveforms shall be appropriate for the test and the tested equipment.

### 5.3 Test Instrument Calibration

1. The testing firm shall have a calibration program which assures that all applicable test instruments are maintained within rated accuracy.
2. The accuracy shall be directly traceable to the National Institute of Standards and Technology (NIST).
3. Instruments shall be calibrated in accordance with the following frequency schedule:
  1. Field instruments: Analog, 6 months maximum. Digital, 12 months maximum.
  2. Laboratory instruments: 12 months
4. Dated calibration labels shall be visible on all test equipment
5. Records, which show date and results of instruments calibrated or tested, must be kept up-to-date and must be part of the yearly field service report.
6. Up-to-date instrument calibration instructions and procedures shall be maintained for each test instrument.
7. Calibrating standard shall be of higher accuracy than that of the instrument tested.

## **7. INSPECTION AND TEST PROCEDURES**

### **7.1 Switchgear and Switchboard Assemblies**

#### **1. Visual and Mechanical Inspection**

1. Inspect physical, electrical, and mechanical condition including evidence of moisture or corona.
2. Inspect anchorage, alignment, grounding, and required area clearances.
3. Prior to cleaning the unit, perform as-found tests, if required.
4. Clean the unit.
5. Verify that fuse and/or circuit breaker sizes and types correspond to drawings and coordination study as well as to the circuit breaker's address for microprocessor-communication packages.
6. Verify that current and voltage transformer ratios correspond to drawings.
7. Inspect bolted electrical connections for high resistance using one of the following methods:
  1. Use of low-resistance ohmmeter in accordance with Section 7.1.2.3.
  2. Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or Table 10.12.
  3. Perform thermographic survey in accordance with Section 9.
8. Confirm correct operation and sequencing of electrical and mechanical interlock systems.
  1. Attempt closure on locked-open devices. Attempt to open locked-closed devices.
  2. Make key exchange with devices operated in off-normal positions.
9. Lubrication requirements
  1. Use appropriate lubrication on moving current-carrying parts.
  2. Use appropriate lubrication on moving and sliding surfaces.
10. Perform as-left tests.
11. Inspect insulators for evidence of physical damage or contaminated surfaces.
12. Verify correct barrier and shutter installation and operation.
13. Exercise all active components.
14. Inspect mechanical indicating devices for correct operation.

## 7. INSPECTION AND TEST PROCEDURES

### 7.1 Switchgear and Switchboard Assemblies (cont.)

2. Bolt-torque levels should be in accordance with Table 10.12 unless otherwise specified by manufacturer.
3. Microhm or millivolt drop values shall not exceed the high levels of the normal range as indicated in the manufacturer's published data. If manufacturer's data is not available, investigate any values which deviate from similar bus by more than 50 percent of the lowest value.
4. Insulation-resistance values for bus and control power transformers shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 10.1. Values of insulation resistance less than this table or manufacturer's minimum should be investigated. Overpotential tests should not proceed until insulation-resistance levels are raised above minimum values.
5. Bus insulation shall withstand the overpotential test voltage applied.
6. Control wiring minimum insulation-resistance values should be comparable to previously obtained results but not less than two megohms.



## 7. INSPECTION AND TEST PROCEDURES

### 7.2.1.2 Transformers, Dry Type, Air-Cooled, Large (cont.)

7. Perform an overpotential test on all high- and low-voltage windings-to-ground. See ANSI/IEEE C57.12.91, Sections 10.2 and 10.9.
8. Verify correct secondary voltage phase-to-phase and phase-to-neutral after energization and prior to loading.
9. Test surge arresters in accordance with Section 7.19.

### 3. Test Values

1. Compare bolted connection resistances to values of similar connections.
2. Bolt-torque levels should be in accordance with Table 10.12 unless otherwise specified by manufacturer.
3. Microhm or millivolt drop values shall not exceed the high levels of the normal range as indicated in the manufacturer's published data. If manufacturer's data is not available, investigate any values which deviate from similar connections by more than 50 percent of the lowest value.
4. Insulation-resistance test values at one minute should be in accordance with Table 10.5.
5. The polarization index shall be compared to previously obtained results and should not be less than 1.0.
6. Turns-ratio test results should not deviate more than one-half percent from either the adjacent coils or the calculated ratio.
7. Temperature corrected winding-resistance test results should compare within one percent of previously obtained results.
8. Core insulation-resistance values should be comparable to previously obtained results but not less than one megohm at 500 volts dc.

AC overpotential test shall not exceed 65 percent of factory test voltage for one minute duration.

DC overpotential test shall not exceed 100 percent of the ac rms test voltage specified in ANSI C57.12.91, Section 10.2 for one minute duration. The insulation should withstand the overpotential test voltage applied.

## 7. INSPECTION AND TEST PROCEDURES

### 7.2.2 Transformers, Liquid-Filled (cont.)

#### 2. Electrical Tests

1. Perform resistance measurements through bolted connections with a low-resistance ohmmeter, if applicable, in accordance with Section 7.2.2.1.
2. Perform insulation-resistance tests, winding-to-winding and each winding-to-ground, with test voltage in accordance with Table 10.5. Calculate polarization index.
3. Perform turns-ratio tests at the designated tap position.
4. Perform insulation power-factor or dissipation-factor tests on all windings in accordance with test equipment manufacturer's published data.
5. Perform power-factor or dissipation-factor tests or hot collar watts-loss tests on bushings in accordance with test equipment manufacturer's published data.
6. Perform excitation-current tests in accordance with test equipment manufacturer's published data.
7. Measure the resistance of each winding at the designated tap position.
8. If core ground strap is accessible, remove and measure core insulation resistance at 500 volts dc.
9. Measure the percentage of oxygen in the gas blanket, if applicable.
10. Remove a sample of insulating liquid in accordance with ASTM D 923. Sample shall be tested for the following.
  1. Dielectric breakdown voltage: ASTM D 877 and/or ASTM D 1816
  2. Acid neutralization number: ANSI/ASTM D 974
  3. Specific gravity: ANSI/ASTM D 1298
  4. Interfacial tension: ANSI/ASTM D 971 or ANSI/ASTM D 2285
  5. Color: ANSI/ASTM D 1500
  6. Visual Condition: ASTM D 1524
  7. Water in insulating liquids: ASTM D 1533. (Required on 25 kV or higher voltages and on all silicone-filled units.)
  8. Measure power-factor or dissipation-factor in accordance with ASTM D 924.
11. Remove a sample of insulating liquid in accordance with ASTM D 3613 and perform dissolved-gas analysis (DGA) in accordance with ANSI/IEEE C57.104 or ASTM D3612.
12. Test instrument transformers in accordance with Section 7.10.
13. Test surge arresters in accordance with Section 7.19.
14. Test transformer neutral grounding impedance devices, if applicable.

## 7. INSPECTION AND TEST PROCEDURES

### 7.5.1.2 Switches, Air, Medium-Voltage, Metal-Enclosed

#### 1. Visual and Mechanical Inspection

1. Inspect physical and mechanical condition.
2. Inspect anchorage, alignment, grounding, and required area clearances.
3. Prior to cleaning the unit, perform as-found tests, if required.
4. Clean the unit.
5. Verify correct blade alignment, blade penetration, travel stops, and mechanical operation.
6. Verify that fuse sizes and types are in accordance with drawings, short-circuit studies, and coordination study.
7. Verify that expulsion-limiting devices are in place on all holders having expulsion-type elements.
8. Verify that each fuseholder has adequate mechanical support and contact integrity.
9. Inspect bolted electrical connections for high resistance using one of the following methods:
  1. Use of low-resistance ohmmeter in accordance with Section 7.5.1.2.2.
  2. Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or Table 10.12.
  3. Perform thermographic survey in accordance with Section 9.
10. Test all interlocking systems for correct operation and sequencing.
11. Compare switchblade clearances with industry standards.
12. Verify all indicating and control devices for correct operation.
13. Lubrication requirements
  1. Use appropriate lubrication on moving current-carrying parts.
  2. Use appropriate lubrication on moving and sliding surfaces.
14. Perform as-left tests.

## 7. INSPECTION AND TEST PROCEDURES

### 7.6.1.2 Circuit Breakers, Air, Low-Voltage Power

#### 1. Visual and Mechanical Inspection

1. Inspect physical and mechanical condition.
2. Inspect anchorage, alignment, and grounding.
3. Verify that all maintenance devices are available for servicing and operating the breaker.
4. Prior to cleaning the unit, perform as-found tests, if required.
5. Clean the unit.
6. Inspect arc chutes.
7. Inspect moving and stationary contacts for condition, wear, and alignment.
8. Verify that primary and secondary contact wipe and other dimensions vital to satisfactory operation of the breaker are correct.
9. Perform all mechanical operator and contact alignment tests on both the breaker and its operating mechanism in accordance with manufacturer's published data.
10. Inspect bolted electrical connections for high resistance using one of the following methods:
  1. Use of low-resistance ohmmeter in accordance with Section 7.6.1.2.2.
  2. Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or Table 10.12.
  3. Perform thermographic survey in accordance with Section 9.
11. Verify cell fit and element alignment.
12. Verify racking mechanism operation.
13. Lubrication requirements
  1. Use appropriate lubrication on moving current-carrying parts.
  2. Use appropriate lubrication on moving and sliding surfaces.
14. Perform as-left tests.
15. Record as-found and as-left operation counter readings, if applicable.

## 7. INSPECTION AND TEST PROCEDURES

### 7.6.1.2 Circuit Breakers, Air, Low-Voltage Power (cont.)

#### 3. Test Values

1. Compare bolted connection resistances to values of similar connections.
2. Bolt-torque levels should be in accordance with Table 10.12 unless otherwise specified by the manufacturer.
3. Microhm or millivolt drop values shall not exceed the high levels of the normal range as indicated in the manufacturer's published data. If manufacturer's data is not available, investigate any values which deviate from adjacent poles or similar breakers by more than 50 percent of the lowest value.
4. Circuit breaker insulation resistance should be in accordance with Table 10.1.
5. Control wiring minimum insulation-resistance values should be comparable to previously obtained results but not less than two megohms.
6. Trip characteristics of breakers should fall within manufacturer's published time-current tolerance bands.
7. Minimum pickup voltage on shunt trip and close coils should be in accordance with manufacturer's published data. In the absence of manufacturer's published data, refer to Table 10.20.

## 7. INSPECTION AND TEST PROCEDURES

### 7.6.1.3 Circuit Breakers, Air, Medium-Voltage (cont.)

16. Perform as-left tests.
17. Record as-found and as-left operation-counter readings.

#### 2. Electrical Tests

1. Perform resistance measurements through bolted connections with a low-resistance ohmmeter, if applicable. See Section 7.6.1.3.1.
2. Perform insulation-resistance tests on each pole, phase-to-phase and phase-to-ground with circuit breaker closed and across each open pole for one minute. Test voltage shall be in accordance with manufacturer's published data or Table 10.1.
3. Perform a contact/pole-resistance test.
4. Perform insulation-resistance tests on all control wiring with respect to ground. Applied potential shall be 500 volts dc for 300 volt rated cable and 1000 volts dc for 600 volt rated cable. Test duration shall be one minute. For units with solid-state components or control devices that can not tolerate the applied voltage, follow manufacturer's recommendation.
5. With breaker in the test position, make the following tests:
  1. Trip and close breaker with the control switch.
  2. Trip breaker by operating each of its protective relays.
  3. Verify trip-free and antipump functions.
  4. Perform minimum pickup voltage tests on trip and close coils in accordance with Table 10.20.
6. Perform power-factor or dissipation-factor test with breaker in both the open and closed positions.
7. Perform an overpotential test in accordance with manufacturer's published data.
8. Measure blowout coil circuit resistance.
9. Verify operation of heaters.
10. Test instrument transformers in accordance with Section 7.10.

## 7. INSPECTION AND TEST PROCEDURES

### 7.9 Protective Relays (cont.)

#### 3. Functional Operation

1. 2/62 Timing Relay
  1. Determine time delay.
  2. Verify operation of instantaneous contacts.
2. 21 Distance Relay
  1. Determine maximum reach.
  2. Determine maximum torque angle.
  3. Determine offset.
  4. Plot impedance circle.
3. 24 Volts/Hertz Relay
  1. Determine pickup frequency at rated voltage.
  2. Determine pickup frequency at a second voltage level.
  3. Determine time delay.
4. 25 Sync Check Relay
  1. Determine closing zone at rated voltage.
  2. Determine maximum voltage differential that permits closing at zero degrees.
  3. Determine live line, live bus, dead line, and dead bus set points.
  4. Determine time delay.
  5. Verify dead bus/live line, dead line/live bus and dead bus/dead line control functions.
5. 27 Undervoltage Relay
  1. Determine dropout voltage.
  2. Determine time delay.
  3. Determine the time delay at a second point on the timing curve for inverse time relays.
6. 32 Directional Power Relay
  1. Determine minimum pickup at maximum torque angle.
  2. Determine closing zone.

## 7. INSPECTION AND TEST PROCEDURES

### 7.9 Protective Relays (cont.)

2. Verify operation of the 63 FPX seal-in circuit.
3. Verify trip circuit to remote breaker.
19. 64 Ground Detector Relay
  1. Determine maximum impedance to ground causing relay pickup.
20. 67 Directional Overcurrent Relay
  1. Determine directional unit minimum pickup at maximum torque angle.
  2. Determine closing zone.
  3. Determine maximum torque angle.
  4. Plot operating characteristics.
  5. Determine overcurrent unit pickup.
  6. Determine overcurrent unit time delay at two points on the time current curve.
21. 79 Reclosing Relay
  1. Determine time delay for each programmed reclosing interval.
  2. Verify lockout for unsuccessful reclosing.
  3. Determine reset time.
  4. Determine close pulse duration.
  5. Verify instantaneous overcurrent lockout.
22. 81 Frequency Relay
  1. Verify frequency set points.
  2. Determine time delay.
  3. Determine undervoltage cutoff.
23. 85 Pilot Wire Monitor
  1. Determine overcurrent pickup.
  2. Determine undercurrent pickup.
  3. Determine pilot wire ground pickup level.



## 7. INSPECTION AND TEST PROCEDURES

### 7.10 Instrument Transformers

#### 1. Visual and Mechanical Inspection

1. Inspect physical and mechanical condition.
2. Prior to cleaning the unit, perform as-found tests, if required.
3. Clean the unit.
4. Inspect bolted electrical connections for high resistance using one of the following methods:
  1. Use of low-resistance ohmmeter in accordance with Section 7.10.2 and 7.10.3.
  2. Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or Table 10.12.
  3. Perform thermographic survey in accordance with Section 9.
5. Verify that all required grounding and shorting connections provide contact.
6. Verify correct operation of transformer withdrawal mechanism and grounding operation.
7. Verify correct primary and secondary fuse sizes for voltage transformers.
8. Lubrication requirements
  1. Use appropriate lubrication on moving current-carrying parts.
  2. Use appropriate lubrication on moving and sliding surfaces.
9. Perform as-left tests.

## 7. INSPECTION AND TEST PROCEDURES

### 7.10 Instrument Transformers (cont.)

2. Measure capacitance of capacitor sections.
3. Measure power-factor or dissipation-factor in accordance with test equipment manufacturer's published data.

### 5. Test Values

1. Compare bolted connection resistances to values of similar connections.
2. Bolt-torque levels should be in accordance with Table 10.12 unless otherwise specified by the manufacturer.
3. Microhm or millivolt drop values shall not exceed the high levels of the normal range as indicated in the manufacturer's published data. If manufacturer's data is not available, investigate any values which deviate from similar connections by more than 50 percent of the lowest value.
4. Insulation-resistance measurement on any instrument transformer shall be not less than that shown in Table 10.5.
5. Polarity results shall agree with transformer markings.
6. Compare measured burdens to instrument transformer ratings.
7. Ratio accuracies shall be within 0.5 percent of nameplate or manufacturer's published data.
8. The insulation shall withstand the overpotential test voltage applied.
9. Capacitance of capacitor sections of coupling-capacitance voltage transformers shall be in accordance with manufacturer's published data.
10. Power-factor or dissipation-factor shall be in accordance with test equipment manufacturer's published data.

## 7. INSPECTION AND TEST PROCEDURES

### 7.16.1.2 Motor Control, Motor Starters, Medium-Voltage

#### 1. Visual and Mechanical Inspection

1. Inspect physical and mechanical condition including evidence of moisture and corona.
2. Inspect anchorage, alignment, and grounding.
3. Prior to cleaning the unit, perform as-found tests, if required.
4. Clean the unit.
5. Inspect bolted electrical connections for high resistance using one of the following methods:
  1. Use of low-resistance ohmmeter in accordance with Section 7.16.1.2.2.
  2. Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or Table 10.12.
  3. Perform thermographic survey in accordance with Section 9.
6. Test all electrical and mechanical interlock systems for correct operation and sequencing.
7. Verify correct barrier and shutter installation and operation.
8. Exercise all active components and confirm correct operation of all indicating devices.
9. Inspect contactors.
  1. Verify mechanical operation.
  2. Inspect and adjust contact gap, wipe, alignment, and pressure in accordance with manufacturer's published data.
10. Compare overload protection rating with motor nameplate to verify correct size. Set adjustable or programmable devices according to the protective device coordination study.
11. Lubrication requirements
  1. Verify appropriate lubrication on moving current-carrying parts.
  2. Verify appropriate lubrication on moving and sliding surfaces.
12. Perform as-left tests.

## 7. INSPECTION AND TEST PROCEDURES

### 7.16.1.2 Motor Control, Motor Starters, Medium-Voltage (cont.)

#### 3. Test Values

1. Compare bolted connection resistances to values of similar connections.
2. Bolt-torque values should be in accordance with Table 10.12 unless otherwise specified by manufacturer.
3. Microhm or millivolt drop values shall not exceed the high levels of the normal range as indicated in the manufacturer's published data. If manufacturer's data is not available, investigate any values which deviate from similar connections by more than 50 percent of the lowest value.
4. Starter insulation resistance shall be in accordance with Table 10.1.
5. Control wiring minimum insulation-resistance values should be comparable to previously obtained results but not less than two megohms.
6. The insulation shall withstand the overpotential test voltage applied.
7. Resistance values shall not deviate by more than 15 percent between identical fuses.
8. Motor protection parameters shall be in accordance with manufacturer's published data.

## 7. INSPECTION AND TEST PROCEDURES

### 7.18.1.1 Direct-Current Systems, Batteries, Flooded Lead-Acid

7. Perform a load test in accordance with manufacturer's specifications or ANSI/IEEE 450, *Recommended Practice for Maintenance, Testing and Replacement of Large Lead Storage Batteries for Generating Stations and Substations*.

#### 3. Test Values

1. Electrolyte level and specific gravity shall be within normal limits.
2. Compare bolted connection resistances to values of similar connections.
3. Bolt-torque levels shall be in accordance manufacturer's recommended data.
4. Microhm or millivolt drop values shall not exceed the high levels of the normal range as indicated in the manufacturer's published data. If manufacturer's data is not available, investigate any values which deviate from similar connections by more than 50 percent of the lowest value.
5. Charger float and equalize voltage levels shall be in accordance with battery manufacturer's published data.
6. Cell voltages should be within 0.05 volt of each other or in accordance with manufacturer's published data.
7. Cell internal ohmic values (resistance, impedance or conductance) values should not vary by more than 25 percent between identical cells that are in a fully charged state.

## 7. INSPECTION AND TEST PROCEDURES

### 7.18.2 Direct Current Systems, Chargers

3. Microhm or millivolt drop values shall not exceed the high levels of the normal range as indicated in the manufacturer's published data. If manufacturer's data is not available, investigate any values which deviate from similar connections by more than 50 percent of the lowest value.
4. Float and equalize voltage settings shall be in accordance with the battery manufacturer's published data.
5. Current limit shall be within manufacturer's recommended maximum.
6. Charger shall be capable of manufacturer's specified full load.

## 7. INSPECTION AND TEST PROCEDURES

### 7.19.2 Surge Arresters, Medium- and High-Voltage Surge Protection Devices (cont.)

#### 3. Test Values

1. Compare bolted connection resistances to values of similar connections.
2. Bolt-torque levels should be in accordance with Table 10.12 unless otherwise specified by the manufacturer.
3. Microhm or millivolt drop values shall not exceed the high levels of the normal range as indicated in the manufacturer's published data. If manufacturer's data is not available, investigate any values which deviate from similar connections by more than 50 percent of the lowest value.
4. Insulation-resistance values should be in accordance with Table 10.1.
5. Resistance between the arrester ground terminal and the ground system shall be less than 0.5 ohm.
6. Compare watts loss to similar units.

## 9. THERMOGRAPHIC SURVEY

### 9.1 Visual and Mechanical Inspection

1. Inspect physical and mechanical condition.
2. Remove all necessary covers prior to thermographic inspection.

### 9.2 Equipment to be inspected shall include all current-carrying devices.

### 9.3 Provide report including the following:

1. Each reported Thermographic image must be date and time stamped.
2. The following items must be identified for each Thermographic image:
  1. Location of the equipment
  2. Description of the reported component including part numbers.
  3. Break, fuse or switch sized including all relevant values including voltage, amperage, phase, coil ratings, etc.
  4. Current readings at the time the image was taken
  5. Wire size on bus size to and from the device being reported component.
  6. An observation outlining what is specifically wrong with the reported component.
  7. Specific repair or replacement recommendations.
  8. Temperature differential between deficient areas and reference areas.
  9. Repair priority ratings.
  10. Photographs both thermal and digital of the reported areas with the deficiencies clearly identified.
  11. A summary sheet shall be supplied for management of repairs. The summary sheet must include:
    1. All deficient equipment.
    2. The location of each piece of equipment.
    3. The repair priority of each piece of equipment.
    4. An area for the signature of the repair electrician.
    5. An area for the date that the repair was made.
    6. An area for the description of the completed repairs.



TABLE 10.1

**Insulation Resistance Test Values  
Electrical Apparatus and Systems**

Nominal Rating of Equipment in Volts	Minimum Test Voltage, DC	Recommended Minimum Insulation Resistance in Megohms
250	500	25
600	1,000	100
1,000	1,000	100
2,500	1,000	500
5,000	2,500	1,000
8,000	2,500	2,000
15,000	2,500	5,000
25,000	5,000	20,000
35,000	15,000	100,000
46,000	15,000	100,000
69,000 and above	15,000	100,000

In the absence of consensus standards dealing with insulation-resistance tests, the Standards Review Council suggests the above representative values.

See Table 10.14 for temperature correction factors.

Test results are dependent on the temperature of the insulating material and the humidity of the surrounding environment at the time of the test.

Insulation-resistance test data may be used to establish a trending pattern. Deviations from the baseline information permit evaluation of the insulation.

TABLE 10.3

Maintenance Test Values  
Recommended Dissipation Factor/Power Factor at 20°C  
Liquid-Filled Transformers

	Oil Maximum	Silicone Maximum	Tetrachloroethylene Maximum	High Fire Point Hydrocarbon Maximum
Power Transformers	2.0%	0.5%	3.0%	2.0%
Distribution Transformers	3.0%	0.5%	3.0%	3.0%

In the absence of consensus standards dealing with transformer dissipation/power factor values, the NETA Standards Review Council suggests the above representative values.

TABLE 10.5

Maintenance Testing  
Transformer Insulation Resistance

Transformer Coil Rating Type in Volts	Minimum DC Test Voltage	Recommended Minimum Insulation Resistance in Megohms	
		Liquid Filled	Dry
0 - 600	1000	100	500
601 - 5000	2500	1000	5000
Greater than 5000	5000	5000	25000

In the absence of consensus standards, the NETA Standards Review Council suggests the above representative values.

See Table 10.14 for temperature correction factors.

NOTE: Since insulation resistance depends on insulation rating (kV) and winding capacity (kVA), values obtained should be compared to manufacturer's published data.

**TABLE 10.7**

**Molded-Case Circuit Breakers  
Inverse Time Trip Test  
(At 300% of Rated Continuous Current of Circuit Breaker)**

Range of Rated Continuous Current (Amperes)	Maximum Trip Time in Seconds For Each Maximum Frame Rating*	
	≤ 250 V	251 – 600 V
0-30	50	70
31-50	80	100
51-100	140	160
101-150	200	250
151-225	230	275
226-400	300	350
401-600	-----	450
601-800	-----	500
801-1000	-----	600
1001 – 1200	-----	700
1201-1600	-----	775
1601-2000	-----	800
2001-2500	-----	850
2501-5000	-----	900
6000	-----	1000

Derived from Table 5-3, NEMA Standard AB 4-1996.

- a. Trip times may be substantially longer for integrally-fused circuit breakers if tested with the fuses replaced by solid links (shorting bars).

TABLE 10.9

Instrument Transformer Dielectric Tests  
Field Maintenance

Nominal System (kV)	BIL (kV)	Periodic Dielectric Withstand Test Field Test Voltage (kV)	
		AC	DC**
0.6	10	2.6	4
1.1	30	6.5	10
2.4	45	9.7	15
4.8	60	12.3	19
8.32	75	16.9	26
13.8	95	22.1	34
13.8	110	22.1	34
25	125	26.0	40
25	150	32.5	50
34.5	150	32.5	50
34.5	200	45.5	70
46	250	61.7	+
69	350	91.0	+
115	450	120.0	+
115	550	149.0	+
138	550	149.0	+
138	650	178.0	+
161	650	178.0	+
161	750	211.0	+
230	900	256.0	+
230	1050	299.0	+

Table 10.9 is derived from Paragraph 8.8.2 and Tables 2 and 7 of ANSI/IEEE C57.13, *Standard Requirements for Instrument Transformers*.

+ Periodic dc potential tests are not recommended for transformers rated higher than 34.5 kV.

\* Under some conditions transformers may be subjected to periodic insulation test using direct voltage from kenotron sets. In such cases the test direct voltage should not exceed the original factory test rms alternating voltage. Periodic kenotron tests should not be applied to (instrument) transformers of higher than 34.5 kV voltage rating.

TABLE 10.11

Periodic Electrical Test Values for Insulating Aerial Devices  
 Insulating Aerial Devices with a Lower Test Electrode System  
 (Category A and Category B)

Unit Rating	60 Hertz (rms) Test			Direct Current Test		
	Voltage kV (rms)	Maximum Allowable Current Microamperes	Time	Voltage kV	Maximum Allowable Current Microamperes	Time
46 kV & below	40	40	1 minute	56	28	3 minutes
69 kV	60	60	1 minute	84	42	3 minutes
138 kV	120	120	1 minute	168	84	3 minutes
230 kV	200	200	1 minute	240	120	3 minutes
345 kV	300	300	1 minute	360	180	3 minutes
500 kV	430	430	1 minute	602	301	3 minutes
765 kV	660	660	1 minute	924	462	3 minutes

Insulating Aerial Devices without Lower Test Electrode System  
 (Category B)

Unit Rating	60 Hertz (rms) Test			Direct Current Test		
	Voltage kV (rms)	Maximum Allowable Current Microamperes	Time	Voltage kV	Maximum Allowable Current Microamperes	Time
46 kV & below	40	400	1 minute	56	56	3 minutes

Insulating Aerial Ladders and Insulating Vertical Aerial Towers

Unit Rating	60 Hertz (rms) Test			Direct Current Test		
	Voltage kV (rms)	Maximum Allowable Current Microamperes	Time	Voltage kV	Maximum Allowable Current Microamperes	Time
46 kV & below	40	400	1 minute	56	56	3 minutes
20 kV & below	20	200	1 minute	28	28	3 minutes

Chassis Insulating Systems and Lower Insulated Booms

60 Hertz (rms) Test			Direct Current Test		
Voltage kV (rms)	Maximum Allowable Current Milliampere	Time	Voltage kV	Maximum Allowable Current Microamperes	Time
35	3.0	3 minutes	50	50	3 minutes

Derived from ANSI/SIA A92-2-1990.

A method of calculating test voltages for units rated other than those tabulated here is as follows.

The 60 Hz test values are equal to line to ground at the unit rating value time 1.5.

TABLE 10.12- CONTINUED

US Standard Fasteners<sup>a</sup>  
Bolt Torque Values for Electrical Connections

Part 3 Aluminum Alloy Fasteners <sup>c</sup> Torque (Pound-Feet)	
Bolt Diameter in Inches	Lubricated
5/16	8.0
3/8	11.2
1/2	20.0
5/8	32.0
3/4	48.0

Part 4 Stainless Steel Fasteners <sup>d</sup> Torque (Pound-Feet)	
Bolt Diameter in Inches	Uncoated
5/16	14
3/8	25
1/2	45
5/8	60
3/4	90

- a. Consult manufacturer for equipment supplied with metric fasteners.
- c. This table is based on aluminum alloy bolts having a minimum tensile strength of 55,000 pounds per square inch.
- d. This table is to be used for the following hardware types:  
Bolts, cap screws, nuts, flat washers, locknuts (18-8 alloy)  
Belleville washers (302 alloy).

TABLE 10.14

Insulation Resistance Conversion Factors  
Test Temperature to 20° C

Temperature		Multiplier	
°C	°F	Apparatus Containing Immersed Oil Insulation	Apparatus Containing Solid Insulation
-10	14	0.125	0.25
-5	23	0.180	0.32
0	32	0.25	0.40
5	41	0.36	0.50
10	50	0.50	0.63
15	59	0.75	0.81
20	68	1.00	1.00
25	77	1.40	1.25
30	86	1.98	1.58
35	95	2.80	2.00
40	104	3.95	2.50
45	113	5.60	3.15
50	122	7.85	3.98
55	131	11.20	5.00
60	140	15.85	6.30
65	149	22.40	7.9
70	158	31.75	10.00
75	167	44.70	12.60
80	176	63.50	15.80
85	185	89.789	20.00
90	194	127.00	25.20
95	203	180.00	31.60
100	212	254.00	40.00
105	221	359.15	50.40
110	230	509.00	63.20

Derived from *Snitch in Time...The Complete Guide to Electrical Insulation Testing*, AVO/Biddle Instruments.  
Formula:

$$R_c = R_s \times K$$

Where:  $R_c$  is resistance corrected to 20°C  
 $R_s$  is measured resistance at test temperature  
 $K$  is applicable multiplier

Example: Resistance test on oil-immersion insulation at 104°F

$$R_s = 2 \text{ megohms @ } 104^\circ\text{F}$$

$$K = 3.95$$

$$R_c = R_s \times K$$

$$R_c = 2.0 \times 3.95$$

$$R_c = 7.90 \text{ megohms @ } 20^\circ\text{C}$$



TABLE 10.16

High-Potential Test Voltage  
for Periodic Test of Line Sectionalizers

Nominal Voltage Class kV	Maximum Voltage kV	Rated Impulse Withstand Voltage kV	Maximum Field Test Voltage kV, AC	DC 15 Minute Withstand (kV)
14.4 (1 $\phi$ )	15.0	95	26.2	39
14.4 (1 $\phi$ )	15.0	125	31.5	39
14.4 (3 $\phi$ )	15.5	110	37.5	39
24.9 (1 $\phi$ )	27.0	125	45.0	58
34.5 (3 $\phi$ )	38.0	150	52.5	77

Derived from ANSI/IEEE C37.63-1984(R1990) Table 2 (Standard Requirements for Overhead, Pad-Mounted, Dry-Vault, and Submersible Automatic Line Sectionalizers of ac Systems).

The table includes a 0.75 multiplier with fractions rounded down.

In the absence of consensus standards, the NETA Standards Review Council suggests the above representative values.

NOTE: Values of ac voltage given are dry test one minute factory test values.

**County of Erie**  
**DIVISION OF PURCHASE**  
**INSTRUCTIONS TO BIDDERS (FORMAL)**

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.

2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.

3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.

4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.

6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.

7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.

9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.

10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.

11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.

12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

## County of Erie

### DIVISION OF PURCHASE

14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. INSURANCE shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. ANY CASH DISCOUNT which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. CHANGES IN THE WORK. The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Erie County of the item offered.
- (d) List of other installations.

20. ANY ADDITIONAL INFORMATION for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

22. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

## County of Erie

### DIVISION OF PURCHASE

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.

24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

29. TERMINATION OF CONTRACT:

a. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.

b. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev. 04/09)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

# County of Erie

DIVISION OF PURCHASE

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME RESA Power Service

ADDRESS OF PRINCIPAL OFFICE STREET 8723 Fallbrook Drive

CITY Houston

AREA CODE 806 PHONE 220-9987 STATE Texas ZIP 77064

Check one: CORPORATION  PARTNERSHIP  INDIVIDUAL

INCORPORATED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_

If foreign corporation, state if authorized to do business in the State of New York:

YES \_\_\_\_\_ NO \_\_\_\_\_

TRADE NAMES: RESA Service LLC.

ADDRESS OF LOCAL OFFICE STREET 4907 I.D.A. PARK Drive

CITY Lockport, NY 14094

AREA CODE 716 PHONE 819-6600 STATE NEW YORK ZIP 14094

NAMES AND ADDRESSES OF PARTNERS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# County of Erie

DIVISION OF PURCHASE

## **ASSIGNMENT OF PUBLIC CONTRACTS**

### GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 12/01/93)



**COUNTY OF ERIE**  
**MARK POLONCARZ**  
**COUNTY EXECUTIVE**  
**DIVISION OF PURCHASE**

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.
2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.
3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point, shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001  
 AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001  
 ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004  
 ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004  
 ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004  
 AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226  
 AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221  
 AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221  
 ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006  
 AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052  
 BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219  
 BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892  
 BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127  
 BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025  
 BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027  
 BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202  
 BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202  
 BUFFALO MUNICIPAL HOUSING AUTHORITY, 300 Perry St., Buffalo, NY 14204-2299  
 BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378  
 CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225  
 CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386  
 CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295  
 CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227  
 CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083  
 CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031  
 CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225  
 CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, 105 Mapleview Dr., Cheektowaga, NY 14225

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033  
 COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035  
 CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187  
 DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043  
 DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043  
 EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052  
 EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057  
 EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233  
 ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223  
 ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059  
 ERIE COUNTY MEDICAL CENTER, 462 GRIDER STREET, BUFFALO, NY 14215  
 ERIE COMMUNITY COLLEGE, South Campus Business Office, 4041 Southwestern Blvd., Orchard Park, NY 14127-2199  
 ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227  
 EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006  
 FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061  
 FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227  
 GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070  
 GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072  
 GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072  
 HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075  
 HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075  
 HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080  
 HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080  
 HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075  
 IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059  
 KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223  
 KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223  
 KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217  
 LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218  
 LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085  
 LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086  
 LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086  
 MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102  
 MONROE ONE BOCES, Educational Services, 41 O'Connor Rd., Fairport, NY 14450  
 NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001  
 NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205  
 NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111  
 NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111  
 ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127  
 ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127  
 ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127  
 SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134  
 SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150  
 SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212  
 SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226  
 SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227  
 SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139  
 SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140  
 SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141  
 SUNY ERIE COMMUNITY COLLEGE, 6205 Main St., Williamsville, NY 14221  
 SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228  
 TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150  
 TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150  
 TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815  
 TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217  
 U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225  
 UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223  
 WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211  
 WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169  
 WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098  
 WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224  
 WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224  
 WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224  
 WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051  
 WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557  
 WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569



Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

[Signature]  
Signature

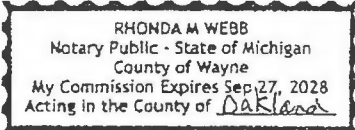
Verification

STATE OF Michigan )  
COUNTY OF Dakota ) SS:

A) JILL PASSANANTE, being duly sworn, states he or she is the owner of (or a partner in) PESA POWER, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B) \_\_\_\_\_, being duly sworn, states that he or she is the Name of Corporate Officer \_\_\_\_\_, of \_\_\_\_\_, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this 27<sup>th</sup>  
Day of June, 2024  
[Signature]



Division of Purchase  
EEO Compliance Place Card

\*\*\*\*\*

Date Sent 7/12/24

Buyer JK

Bid # 240175-002

Bid Title Electrical Preventive Maintenance.

Comments:

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EEO Sign-off  Date 7/22/2024

WAIVER RECOMMENDATION

COMPANY: RESA Service

ADDRESS: 4907 I.D.A. Park Drive

TELEPHONE NUMBER: ( 716 ) 819-6600 BID NO.: 240175-002

- 1. Vendor has made a good faith effort to subcontract on this bid for which minority/women/service-disabled veteran-owned business enterprises, bids could be solicited; and
- 2. The total percentage of the bid which could be subcontracted for which minority business enterprises bids could be solicited is less than 10% for MBEs, 2% WBEs, and 6% SDVOBs.

A waiver as provided for by Erie County Local Law, is hereby requested on the grounds that there are no insufficient (circle the appropriate term) minority/women's business enterprises or service-disabled veteran-owned businesses in the market area of this bid.

- 1. JDS Electric - Close doors 6/24
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_

(Use additional sheets if necessary.)

If a partial waiver is granted, the Vendor will make a good faith effort to meet the reduced goal.

5/30/24  
DATE

[Signature]  
SIGNATURE OF AUTHORIZED  
COMPANY REPRESENTATIVE

Granted in Whole: \_\_\_\_\_

Granted in Part: \_\_\_\_\_

Comments:

[Signature]  
DIRECTOR OF E.E.O.

7-22-2024  
DATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alliant Insurance Services Inc. 32 Old Slip New York NY 10005	<b>CONTACT NAME:</b> Bryan Dickson <b>PHONE (A/C, No., Ext.):</b> _____ <b>FAX (A/C, No.):</b> _____ <b>E-MAIL ADDRESS:</b> Bryan.Dickson@alliant.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <span style="float: right;"><b>NAIC #</b></span>
License# 812008 RESAPOW-01	<b>INSURER A:</b> Hartford Underwriters Insuranc 30104 <b>INSURER B:</b> Hartford Casualty Insurance Co 29424 <b>INSURER C:</b> Illinois Union Insurance Compa 27960 <b>INSURER D:</b> Hartford Fire Ins Co 19682 <b>INSURER E:</b> _____ <b>INSURER F:</b> _____

**COVERAGES**

CERTIFICATE NUMBER: 1617262049

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC  OTHER _____	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	37UEJBE8AJ0	7/15/2024	7/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	37UEJAC6319	7/15/2024	7/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	37RHHBE8AJX	7/15/2024	7/15/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> <input type="checkbox"/>	37WEHAW5VU5	7/15/2024	7/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OPT. ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractor Pollution/E&O Premises Pollution Liab		COO G27374876 005 PPL G27411848 005	7/15/2024 7/15/2024	7/15/2025 7/15/2027	Per Occur / Agg \$5M Per Occur / Agg \$5M Retention \$25K Retention \$50K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)  
 County of Erie and any Board, Bureau, Commission or Agency thereof are included as Additional Insured with regards to the General Liability, Auto Liability and Umbrella/Excess Liability as required by written contract subject to the policy terms and conditions. Coverage is Primary and Non-Contributory as required by written contract subject to the policy terms and conditions. Waiver of Subrogation applies with regards to the General Liability, Auto Liability, Workers Compensation and Umbrella/Excess Liability policies as required by written contract subject to the policy terms and conditions. 30 days notice of cancellation applies, except non payment of premium which is 10 days, in accordance with the terms and conditions of the policy.

**CERTIFICATE HOLDER****CANCELLATION**
 County of Erie  
 95 Franklin St  
 Buffalo NY 14202

**APPROVED**  
**AUGUST 28 2024**  
 AARON RUBIN  
 ERIE COUNTY DEPARTMENT OF LAW

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE  


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**Workers' Compensation Board**

**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name and address of Insured (use street address only)</p> <p>RESA SERVICE, LLC</p> <p>6268 ROUTE 31 CICERO NY 13039</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured (408) 467-2209</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 37-1747397</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>COUNTY OF ERIE 95 FRANKLIN ST. BUFFALO, NY 14202</p> <div data-bbox="525 729 801 832" style="border: 1px solid black; padding: 5px; text-align: center;"> <p><b>APPROVED</b> <b>AUGUST 28 2024</b> AARON RUBIN ERIE COUNTY DEPARTMENT OF LAW</p> </div>	<p>3a. Name of Insurance Carrier HARTFORD ACCIDENT AND INDEMNITY COMP</p> <p>3b. Policy Number of Entity Listed in Box "1a": 37 WEH AW5VU</p> <p>3c. Policy effective period 07/15/24 to 07/15/25</p> <p>3d. The Proprietor, Partners or Executive Officers are  <input checked="" type="checkbox"/> included (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2"

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

**Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Danielle Clausen  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: \_\_\_\_\_ 08/25/2024  
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (877) 853-2582

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

## Workers' Compensation Law

### Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE PREVAILING WAGE

\*On contracts which are subject to New York Department of Labor Prevailing Wage laws and regulations, the contractor is required to submit certified payroll record every thirty (30) days after the issuance of your first payroll under this contract. Required forms are available at the New York Department of Labor's website <https://www.labor.state.ny.us/formsdocs/wp/pw12.pdf>.

This project's PRC# 2024000958

Records are to be submitted as directed in your award letter.

Failure to submit the legally required records will result in delayed payments

Certification Regarding Debarment and Suspension

- 1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Contractor certifies that it, and its principals:
- (a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and
  - (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

Date: 5/30/24

  
Signature

Operations Manager Buffalo Niagara  
Title

RESA Power Service LLC  
Business Name



**Certification Regarding Drug-Free Workplace Requirements Grantees Other Than Individuals**

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 et seq. See 48 C.F.R. Subpart 23.5.

The Contractor certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement; and,
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction,
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Date: 5/30/24

  
Signature

Operations Manager Buffalo/Niagara  
Title

RESA Services LLC  
Business Name

**Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: 5/30/24

*Corey Hunt*  
Signature

Operations Manager Buffalo Niagara  
Title

RFSA Service LLC  
Business Name

NOTE: If Disclosure Forms are required, please contact: Mr. Will Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001