

NOTICE

Thank you for your inquiry regarding the City of Portage project listed below:

INSTALLATION OF EMERGENCY STANDBY GENERATOR

If your firm plans to bid on this project, please send an e-mail response to purchasing@portagemi.gov with the following information:

Firm Name: _____

Project Name: _____

Firm's Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

The City of Portage Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.

Date of Issue: September 25, 2015

NOTICE TO BIDDERS

The City of Portage will open sealed bids on Tuesday, October 12, 2015 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

INSTALLATION OF EMERGENCY STANDBY GENERATOR

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the City of Portage, Purchasing Department, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED BID: Installation of Emergency Standby Generator

FOR OPENING: October 12, 2015

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website www.portagemi.gov. Bid packages will also be mailed upon request

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

A pre-bid meeting will be conducted at 10:00 a.m. on Monday, October 5, 2015 in Portage Fire Station #1, 7830 Shaver Road, Portage, Michigan.

If you have any questions regarding purchasing procedures, please phone Purchasing Manager Judy Johnson at (269) 324-9284. If you have any questions regarding the specifications, please contact Stacy French, Assistant Fire Chief at (269) 329-4482.

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1. INSTRUCTIONS TO BIDDERS

- 1.1. FORM -- Each Bid shall be made on a form prepared therefor by the Purchasing Agent and included as one of the Contract Documents, and except for bids submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.
- 1.2. EXAMINATION OF BID DOCUMENTS AND VISIT TO SITE -- Before submitting a Proposal, Bidders shall carefully examine the Specifications, and other Contract Documents, shall visit the site of work, and shall fully inform themselves as to all existing conditions and limitations and shall indicate on the Proposal the sum to cover the cost of all items included on the proposal form.
- 1.3. DELIVERY OF BIDS -- Bids shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bids received after the bid opening date and time shall be returned to the Bidder unopened.
- 1.4. WITHDRAWAL -- Any Bidder may withdraw his bid, either personally, by facsimile, or by written request, at any time prior to the scheduled closing time for receipt of bids.
- 1.5. OPENING -- Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.
- 1.6. INTERPRETATION OF DOCUMENTS -- If any person contemplating submitting a bid is in doubt as to the true meaning of any part of any drawing or specification, he may submit to the Purchasing Agent a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person on record as receiving as set of the Contract Document. Neither the City nor the Purchasing Agent will be responsible for any other explanations or interpretations of the Contract Documents.
- 1.7. ADDENDA -- Any addenda issued during the time of bidding, or forming a part of the Contract Documents provided to the Bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the bid.
- 1.8. BIDDERS INTERESTED IN MORE THAN ONE BID -- No person, firm or corporation shall be allowed to make, file or to be interested in more than one bid for the same work, unless alternate Proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Bidder is not hereby disqualified

from submitting a sub-proposal or quoting prices to other Bidders.

- 1.9. NONDISCRIMINATION The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

- 1.10. BID GUARANTEE -- Each bid shall be accompanied by a certified check or bid bond acceptable to the City in an amount equal to at least five percent (5%) of the proposal, payable without condition to the City as a guaranty that the bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the proposal and the other contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. Bids that do not include a certified check or bid bond will be considered non-responsive and will be rejected. Company or personal checks will not be accepted as substitute for a certified check or bid bond. Bids offering personal or company checks in lieu of a certified check or bid bond will be considered non-responsive and will be rejected. The Bid Guarantees of all Bidders, except the three lowest, will be returned promptly after the canvass of Proposals.
- 1.11. PERFORMANCE, MAINTENANCE AND LABOR & MATERIAL BONDS -- The successful Bidder, simultaneously with the execution of the contract, will be required to furnish a faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount, a Maintenance and Guarantee Bond equal to twenty-five percent (25%) of the Contract Amount which shall be effective for two years beyond the date of final payment, and a Labor and Material Payment Bond equal to one hundred percent (100%) of the Contract Amount; said bonds shall be

secured from an insurance company satisfactory to the City. Typical Bond forms are included in the Contract Documents.

1.12. DURATION OF PROPOSAL -- Each proposal shall be considered binding and in effect for a period of ninety (90) days after the date of opening set forth in the advertisement.

1.13. BIDS SUBMITTED VIA FACSIMILE EQUIPMENT -- Bids may be submitted via facsimile equipment in the following manner.

1.13.1. Transmittal page must be plainly marked:

“Sealed Bid _____ for opening _____.”
Bid Name Date

1.13.2. When bids are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.

1.13.3. Whenever a bid guaranty/bond is required, bids submitted via facsimile equipment can comply with this provision by submitting a facsimile copy of the bond document. When a cashier’s check is elected to meet the proposal guaranty/bond requirement, the cashier’s check must be physically in the possession of the City by the date and time outlined on the Notice to Bidders, or such bid may be considered non-responsive.

1.13.4. **In electing to use the facsimile option, the bidder assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted in a timely manner, whether or not the mistake was the fault of the bidder.**

1.14. CITY OF PORTAGE CONTRACT CONDITIONS AND SPECIFICATIONS

All bids submitted shall be in full compliance with the Contract Conditions and Specifications of the City of Portage. The Contract Conditions and Specifications can be obtained from the Purchasing Division. The first set will be provided to the Firm at no cost and subsequent sets or copies must be purchased for \$25.00.

1.15. LAWS AND MUNICIPAL ORDINANCES

The Contractor shall be fully informed of all laws and municipal ordinances and regulation sin any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

If the corporation is not a Michigan corporation, a “Certificate of Authority to

Transact Business in the State of Michigan” if required by MCLA 450.2001, et. Seq., shall be submitted to the City by the successful bidder.

1.16. INSURANCE REQUIREMENTS

Proof of Insurance Coverage: The successful bidder will also be required to furnish to the City of Portage, at the time that the contracts are returned by the Contractor for execution, a Certificate of Insurance as well as any required endorsements. In lieu of required endorsements a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned below shall be furnished, if so requested.

If any of the coverages listed below expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Portage at least ten (10) days prior to the expiration date.

All insurers shall be either licensed or authorized to do business in the State of Michigan.

- A. Workers compensation insurance, including employer’s liability, under the Workers Compensation Statutes of the State of Michigan.
- B. Comprehensive General Liability Policy of at least \$1,000,000/occurrence bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures.
 - A) All premises and operations.
 - B) Explosion, collapse and underground damage.
 - C) Protective coverage for Independent Contractors or Subcontractors employed by the Contractor.
 - D) Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found in the contract.
 - E) Personal Injury Liability endorsement with no exclusions pertaining to employment.
 - F) Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.
- C. Comprehensive Automobile Liability Policy of at least \$1,000,000 per occurrence for bodily injury and property damage on any automobile. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Umbrella or Excess Liability Policy of at least \$2,000,000 per occurrence. The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies

with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy and shall apply to both the general liability, and to the automobile liability insurance of the Contractor.

Additional Insured: These coverages shall protect the contractor, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. The contractor's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured. The certificate of insurance must contain the following statement:

THE CITY OF PORTAGE, ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSION, AND/OR AUTHORITIES AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF (except for Workers Compensation).

Cancellation Notice All policies, as described above, shall include an endorsement stating it is understood and agreed that thirty (30) days Advanced Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change of the policy, and Ten (10) days written notice for non-payment of premium, shall be sent to the City of Portage Purchasing Manager, 7900 S. Westnedge Avenue, Portage, MI 49002.

Subcontractor Insurance: It shall be the contractor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. Prior to commencement of the Work, the Contractor shall purchase and maintain during the entire term of the project such insurance as will protect the Contractor, the City, and the Engineer(s) from claims arising out of the Work described in this contract and performed by the Contractor, Subcontractor(s), or Sub-subcontractor(s).

1.17. Retainage Requirement

In accordance with the State of Michigan Public Act 524 of 1980, retainage will be withheld for any construction contract in excess of \$30,000. Ten percent (10%) retainage will be withheld from the first fifty percent (50%) of the contracted amount.

1.18. Basis of Award

Award will be made to a responsive and responsible bidder whose lowest bid is determined by the City to be in the best interest of the City.

No contract is created until it is executed by all parties.

1.19. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as “Indemnified Parties”) from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party’s percentage of responsibility for such injury or damage.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers’ compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor shall procure and maintain at contractor’s own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for contractor’s proper protection in the prosecution of the work.

2. SPECIFICATION – See Attachment A – Project Scope
3. DRAWINGS – See Attachment B
4. EQUIPMENT LAYOUT PHOTOS – See Attachment C

ATTACHMENT A - PROJECT SCOPE

Emergency/standby Power Generation Equipment shall be installed for The City of Portage (“Owner”) at its Central Fire Station located at 7830 Shaver Road, Portage Michigan 49002 as follows:

GENERAL

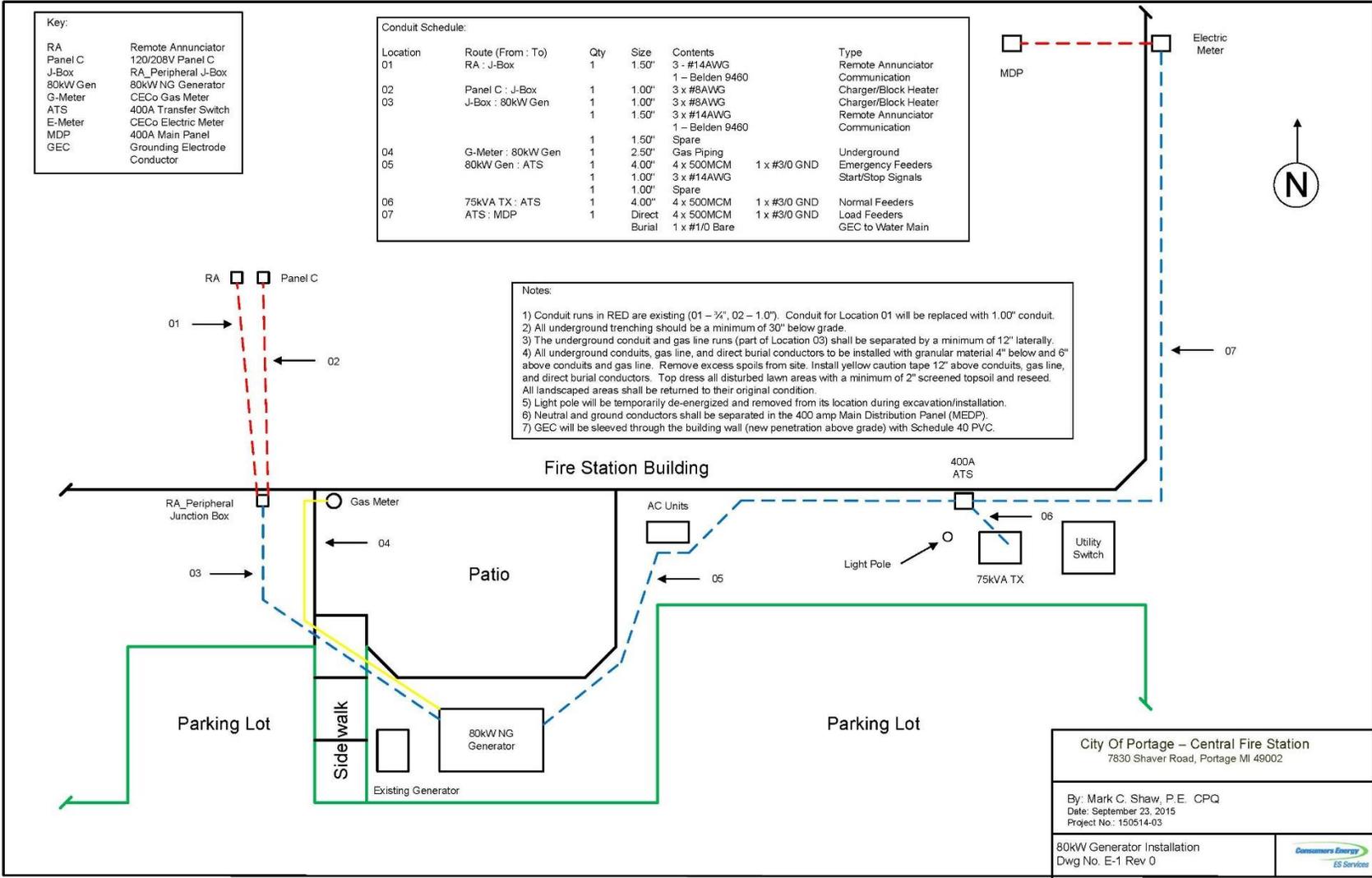
- The Owner will furnish a Generac Model #SG 080, 80-kW natural gas fueled generator (“Generator”) and one (1) ASCO Series 7000 3-pole, 400-amp, NEMA 3R, Service Entrance Rated, 120/208 volt automatic transfer switch (“ATS”). Contractor shall provide all supervision, labor, tools and miscellaneous material to install the Owner’s equipment at its Central Fire Station as shown on the drawing and pictures found in Attachment ‘D’.
1. Contractor is responsible for obtaining all necessary permits to perform the work from the City of Portage proper, and is also responsible for arranging for all necessary inspections that the Owner determines. All installations shall comply with all applicable codes. Contractor shall post permits at the jobsite, to be visible to any passerby, and shall protect those permits from the weather.
 2. Contractor is responsible for payment of any applicable Sales Taxes on equipment supplied under this proposal, as well as any Use Taxes on equipment supplied by Owner.
 3. All underground conduit and fittings shall be Schedule 40 poly-vinyl chloride (“PVC”) or equivalent for this project.
 4. Cold weather construction rules will be in effect. Provisions shall be made to ensure integrity and proper curing times for concrete work.
 5. All indoor conduit shall be EMT with compression fittings for this project. All outdoor above ground conduit shall be rigid galvanized steel.
 6. All low voltage cable and wire supplied by the Contractor for this project shall be 600-volt rated, have a conductor temperature rating of 90°C and shall be multi-strand (not solid) copper approved for the purpose. Unless otherwise specified, all conductors shall have an insulation rating of THHN.
 7. Contractor is responsible for visiting the site to determine siting requirements and installation requirements. (See drawing and pictures in Attachment D for proposed equipment locations).
 8. The Generator and ATS will be delivered to the jobsite. Contractor shall be responsible for off-loading all equipment and placement to either temporary storage location or final location. Contractor is also responsible for moving the new electrical equipment identified above from its storage area to their final locations.
 9. The ATS will be enclosed in a NEMA 3R enclosure for installation by the Contractor. All electrical wiring and cables between the Generator and ATS shall be underground and enclosed in conduit approved for the use.
 10. The Generator and ATS, and all associated equipment must be able to meet an operational date (ready to commission installation) within 3-weeks after receipt of the last piece of equipment. The entire project must be complete and invoiced on or before February 1, 2016. Contractor must submit a basic schedule, including major milestones, to the ES Services Company’s (“ES Services”) Project Manager detailing the work scope and how it is to be accomplished to meet the above date(s).
 11. Contractor shall remove and properly dispose of the existing solar panel system and properly abandon any existing peripherals (including wiring/tubing) back to their origin (if practical) or to the building wall at a minimum.

12. Contractor shall prepare the area where the Generator pad (dimensions of 124" L x 78" W) will be located. This area shall be excavated and filled with 12" of MDOT Class II granular material compacted to a minimum density of 95% of its maximum dry density.
13. Contractor shall design, furnish and install a concrete pad for the Generator with dimensions of 124" L x 78" W x 6" D. The forms shall be continuous in nature (i.e. no splices/joints) and properly anchored. The proposed limestone concrete mixture shall be submitted for approval by Customer before pouring and have a 28 day compressive strength of 3000 psi. Reinforce with No. 8 gauge steel wire mesh or equivalent 3" below surface of pad. Surface of pad shall be raised 6" above final grade. See drawing and pictures in Appendix D for approximate location.
14. Contractor shall install the Generator (112" L x 41" W @ 3,500 lbs) on the concrete pad such that there remains a 6" lip on both ends and an 18" lip on both sides of the Generator.
15. Contractor shall design, furnish and install the grounding system for the Generator, including a 3/8" x 8' ground rod on each corner and bonding them together and to the generator frame via #1/0 AWG bare copper conductor.
16. Contractor shall remove and properly dispose of two sections of sidewalk that will allow for the installation of the gas pipeline, Remote Annunciator and Battery Charger/Block Heater conduit/wiring.
17. Contractor shall design, furnish and install a 2.5" natural gas pipeline from the existing gas meter along the west edge of the sidewalk and over to the new Generator pad as per the drawing in Appendix D. Natural gas piping shall include heavy wall metallic risers on both ends and HDPE (high density polyethylene) with a #12AWG solid wire wrap to serve as a tracer wire. Only 45-degree ells are to be used. Underground gas line shall be approved for the use. Natural gas line and fittings above grade shall be painted yellow for corrosion protection in accordance with the mechanical code. Fuel line shall include a ¼-turn isolation valve, along with a mud-leg, at the corner of the new concrete pad, a vendor furnished 2.5" strainer, and a vendor furnished stainless steel UL Listed flexible fuel line to the engine fuel inlet.
18. Contractor shall prepare the area where the ATS pad (dimensions of 53" W x 45" L) will be poured. This area shall be excavated and filled with 12" of MDOT Class II granular material compacted to a minimum density of 95% of its maximum dry density.
19. Contractor shall design, furnish and install a concrete pad with dimensions of 53" W x 45" L x 6" D. The forms shall be continuous (i.e. no splices/joints) and properly anchored. The proposed limestone concrete mixture shall be submitted for approval by Customer before pouring and have a 28 day compressive strength of 3000 psi. Reinforce with No. 8 gauge steel wire mesh or equivalent 3" below surface of pad. Surface of pad shall be raised 6" above final grade. See pictures in Appendix D for approximate location.
20. Contractor shall install Owner-supplied ATS (41"W x 33"D x 96"H @ 500 lbs) on the south exterior wall of the facility between the light pole and service transformer. See pictures in Appendix D for approximate location.
21. Contractor shall design, furnish and install the grounding system for the ATS, including two (2) 3/8" x 8' ground rods separated by 6 feet and bonding them together and to the ATS frame via #1/0 AWG bare copper conductor. A second bare #1/0 AWG conductor (Grounding Electrode Conductor or GEC) shall tap the ATS grounding system and run to the water piping system and attach via a primary grounding electrode clamp. A bonding jumper of the same size shall be run from this point to the load side of the final valve (see pictures in Appendix D). The existing GEC shall be cut and abandoned.
22. Contractor shall design, furnish and install underground 4" conduit, four (4) 500MCM conductors, and one (1) #3/0 AWG ground conductor running from the Generator output terminals to the "Emergency" terminals of the ATS.
23. Contractor shall design, furnish and install two (2) 1" underground conduits (one will be a spare) and three (3) #14 AWG conductors from the Generator control panel to the ATS, including all cable terminations and fittings.

24. Contractor shall install an Owner-supplied Remote Annunciator Panel in the boiler room, adjacent to the existing transfer switch.
25. Contractor shall furnish and install an upsized Junction Box on the south exterior wall.
26. Contractor shall design, furnish and install two (2) 1.5" underground conduits (one will be a spare) and three (3) #14 AWG conductors, and one (1) Belden 9460 twisted shielded pair cable (or equivalent) from the Generator to the upsized Junction Box on the south exterior wall, including all terminations and fittings. The conductors and communication cable will continue on to the Remote Annunciator in the boiler room via the existing 1.00" conduit.
27. Contractor shall design, furnish and install one (1) 1" conduit and three (3) #8 AWG conductors from the Generator to the upsized Junction Box, including all terminations and fittings. The conductors will continue on to Panel C via a new 1.00" conduit. Contractor will terminate conductors to neutral, ground and a Contractor furnished/installed 30 amp circuit breaker.
28. Contractor shall design, furnish and install underground 4" conduit, four (4) 500MCM conductors and one (1) #3/0 AWG ground conductor (all with Type XHHW-2 insulation) from the 75kVA service transformer to the "Normal" terminals of the ATS.
29. Contractor shall design, furnish and direct bury four (4) 500MCM conductors and one (1) #3/0 AWG ground conductor (USE Type) from the "Load" terminals of the ATS to the 400 amp Main Distribution Panel via the existing Rigid Galvanized Steel conduit. This trench will also include the #1/0 Grounding Electrode Conductor as referenced in Item #20.
30. Contractor shall remove and set aside the existing natural gas generator once the new Generator has been installed and commissioned. Further, the natural gas line back to the tap point at the gas meter shall be removed and disposed of. The existing generator power and communication conduit back to the Junction Box shall be removed and disposed of. The generator power and communication cables to the existing transfer switch shall be removed and disposed of.
31. Contractor shall prepare the area where the sidewalk sections were removed with 12" of MDOT Class II granular material compacted to a minimum density of 95% of its maximum dry density.
32. Contractor shall design, furnish and install 6" depth concrete to replace the disposed sidewalk sections. The forms shall be continuous (i.e. no splices/joints) and properly anchored. The concrete mixture by volume is 1:2:3 of cement, sand, aggregate (maximum size of pieces of 3/4" to #4) with a 28 day compressive strength of 2500 psi. Furnish and install #6 reinforcing bars on 12" centers (at 3" depth) to tie existing sidewalk ends (6" depth) to new concrete. See pictures in Appendix D for approximate location.
33. Contractor is responsible for supplying a temporary 120/208 volt generator (40kW minimum) during the cutover work. The generator will be located on the east side of the building, near the existing electric meter. Contractor will bore a hole in the building wall and furnish terminate temporary (wrapped) cables from the generator to the Main Distribution Panel.
34. NOTE: All wires are to be individually marked as to their destination. Spares are to be marked as "SP".
35. Contractor is responsible for notifying the Generator equipment vendor and ES Services' Project Manager when the installation is complete and the generator-set is ready for commissioning.
36. Contractor shall have an electrician at the site to assist the new equipment factory/vendor technicians at unit startup/commissioning.
37. During the installation and modification of electrical equipment at the Owner's facility, the Contractor may observe that existing equipment is not compliant with the current adopted version of the applicable National Electrical Code (NEC) or National Electrical Safety Code (NESC) requirements. Should this situation arise, the Contractor shall

notify the ES Services' Project Manager to obtain direction prior to effecting any repair and/or modification that is not part of the original scope of this project.

38. Contractor is responsible for obtaining any drawings needed for obtaining the electrical and or mechanical permits and/or for approval by the electrical inspector or authority-having-jurisdiction ("AHJ"). Said drawings, if required, shall become the property of the Owner and shall be 'as-built' upon completion of the installation.
39. Contractor shall contact MISS DIG and the Owner prior to start of any excavation so that underground utilities and facilities can be identified. NOTE that some areas of the jobsite will require soft-dig protocols be employed.
40. Contractor shall review Attachment D for additional installation details.
41. Contractor is responsible for any necessary site work including returning any areas disturbed by the installation of the new Transformer concrete pad and underground conduits to rough grade on, or before, commissioning of the generator-set. If dirt, debris, and/or shrubs/landscaping have to be removed, it will be the Contractor's responsibility to remove and properly dispose of same. The Contractor shall be responsible for final placement of topsoil, reseeding and covering with a straw mulch approved by the Owner for the purpose. The Owner will be responsible for fertilization and watering of reseeded areas of lawn.
42. All contractor and sub-contractor personnel are required to attend a 30 minute safety session put on by the Owner at the start of work to become familiar to site specific hazards. All other MIOSHA requirements for work on a construction site apply and the contractor shall be responsible for strictly enforcing compliance.
43. Pricing shall include all material delivery costs and charges F.O.B. installation site.
44. Pricing shall be for a complete installation.



City Of Portage – Central Fire Station
 7830 Shaver Road, Portage MI 49002

By: Mark C. Shaw, P.E. CPQ
 Date: September 23, 2015
 Project No.: 150514-03

80kW Generator Installation
 Dwg No. E-1 Rev 0



Overall view of existing generator, solar panels, utility transformer & switch, and electric meter.



Existing emergency generator, 1.5” gas line, power conductors, and ancillary wiring will be removed and/or abandoned in place. Existing solar panels will be removed and the new generator will be located in its place. A new 2.5” gas line, battery charger/block heater circuit, and Remote Annunciator wiring will be run alongside the sidewalk and over to the new generator. The “Emergency” feeders will be run underground from the generator and alongside the building.



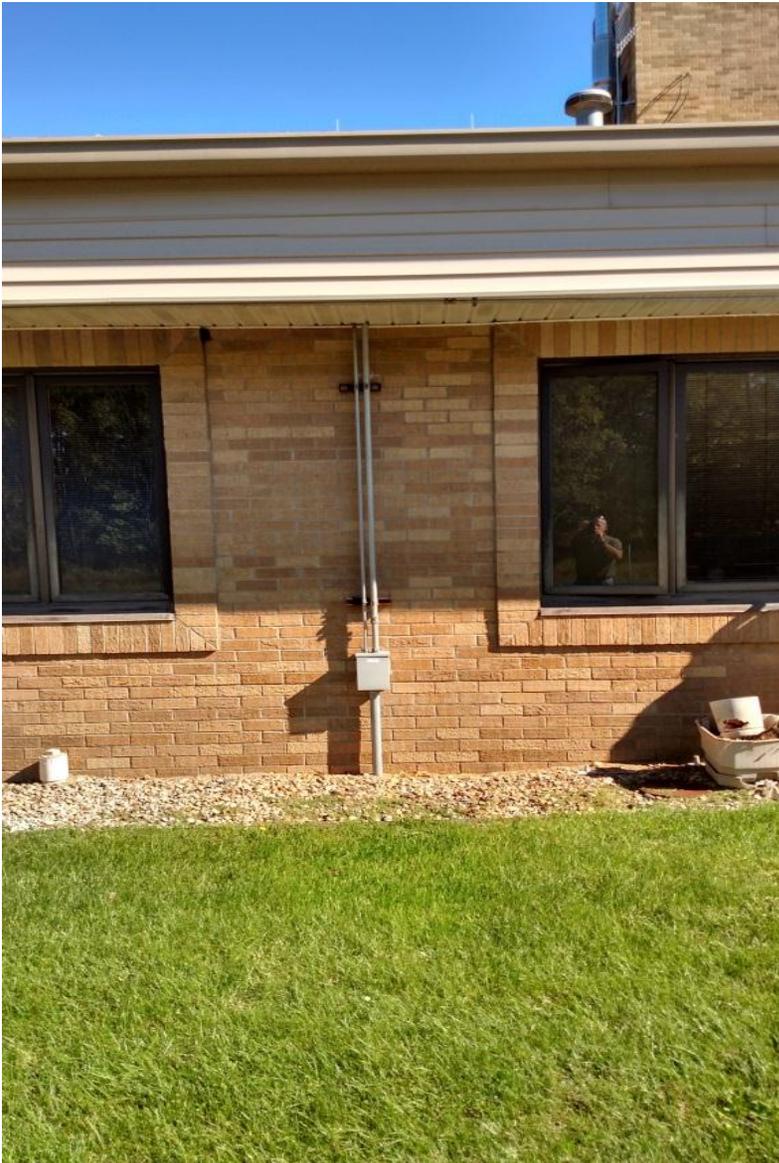
The ATS will be located along the wall between the service transformer and light pole. The “Normal” feeders will run from the service transformer to the ATS. The “Load” feeders will run from the ATS, behind the utility equipment, and along the front of the building up and into the existing electric meter enclosure.



Electric Meter with utility and Customer load feeder conduits.



Gas Meter with 1.5" gas line to existing generator.



Junction Box to the left of the gas meter.



Transfer switch, Panel C and conduit from Junction Box.

**CITY OF PORTAGE
BID FORM**

The undersigned has examined the specifications and sites of the work and is fully informed of the nature of the work and understands that the quantities shown are approximate and are subject to increase or decrease.

The undersigned hereby proposes to furnish all labor, construction equipment, materials and supplies; and to do all the work in strict accordance with the plans and specifications applying to the work specified for which prices are submitted.

The undersigned hereby acknowledges the fact that the City of Portage will award the project to the successful bidder conditional upon the availability of funds.

The City of Portage reserves the right to accept or reject any or all bids in the best interest of the City. Each division may be awarded separately or jointly as may be determined to be in the best interest of the City. The Contractor's qualifications to complete the work in a timely and satisfactory manner will be considered in making the award.

The undersigned affirms that in making such Proposal neither he nor any company that he may represent, nor anyone in behalf of him or company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, and further affirms that such proposal is made without regard or reference to any other bidder or Proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the City, he will within ten (10) consecutive calendar days after receiving notice of the acceptance of such proposal, enter into contract in the appropriate form to furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal. No contract is created until it is executed by all parties.

The undersigned affirms that he has examined the surface and subsurface conditions where the work is to be performed, the legal requirements and conditions affecting cost, progress or performance of the work and has made such independent investigations as the contract deems necessary.

The undersigned attaches hereto a bidder's bond in the sum of _____ Dollars (\$ _____) as required in the Instructions to Bidders, and the undersigned agrees that, in case he shall fail to fulfill his obligations

under the foregoing Proposal and agreement, the City may, at its option, determine that the undersigned has abandoned his rights and interests in such Proposal and that the certified check or bidder's bond accompanying his proposal has been forfeited to the City; but otherwise, the Certified check or bidder's bond shall be returned to the undersigned upon the rejection of his Proposal.

Disclosure: Asphalt, concrete or other material(s) requiring removal from the job site will be disposed of at: _____

(address of disposal site*)

Name & Address of _____
Disposal Site Owner _____

*Attach separate Sheet(s) for multiple disposal sites.

Bid Proposal Price

Installation of Standby Power Generator \$ _____

BIDDER FIRM: _____

BY: _____

Signature

DATE: _____

BY: _____

Print or Type

POSITION: _____

ADDRESS: _____

PHONE: _____ FAX: _____

CITY OF PORTAGE

SAMPLE CONTRACT

THIS CONTRACT made the _____ day of _____, 2015, by and between _____, hereinafter called the “Contractor,” and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called the “City.”

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall perform everything to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for installation of emergency standby generator at Portage Fire Station #1, all in strict accordance with the Plans and Specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor’s proposal and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Contractor further agrees to receive and accept payment based on the prices bid per unit for material and labor as set forth in the conformed copy of the Contractor’s proposal (or bid) as filed with the City on the 12th day of October 2015, the sum of which shall be,

_____	\$ _____
(amount in words)	(in figures)

as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Plans and Specifications and the requirements under them. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the contract documents hereto attached.

ARTICLE III - COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Contract (this document)
2. City of Portage Contract Conditions and Specifications
3. Contractor's Proposal (or bid)
4. Notice to Bidders
5. Instructions to Bidders
6. Specifications
7. Plans

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

CONTRACTOR

Attest:

By: _____
Signature

Print name and Title

Print Name and Title

(SEAL)

CITY OF PORTAGE

Attest:

By: _____
Laurence Shaffer, City Manager

Approved as to Form:

Randall L. Brown, Portage City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF PORTAGE

A. If the contractor is a corporation, the following certificate must be executed:

I, _____, certify that I am the Secretary of
print or type name
the corporate entity named as Contractor in the contract and that such corporate entity is a
corporation in good standing in the State of _____ and has authority
print or type name of state
to transact business in the State of Michigan. [If the corporation is not a Michigan corporation,
then a "Certificate of Authority to Transact Business in the State of Michigan" must be attached.]
I certify that the contract between the City of Portage and _____, Inc.
print or type name of corporation
was validly executed on behalf of the corporation by _____
print or type name
who was then the _____ of said corporation and has the
print or type name of title
authority to bind the corporation to the contractual agreements pursuant to the authority of its
governing body and by-laws and is within the scope of its corporate powers.

Print or type name of corporation

Dated: _____, 20____ By: _____
Its: _____

B. If contractor is an LLC, the following certificate must be executed:

I, _____, certify that I am a member of the
print or type name
Limited liability company named as Contractor in the contract and that such LLC is in good
standing in the State of _____ and that the LLC has the
print or type name of state
authority to transact business in the State of Michigan. [If the LLC is not a Michigan LLC, then
a "Certificate of Authority to Transact Business in the State of Michigan" must be attached.] I
certify that the contract between the City of Portage and _____ LLC
print or type name of LLC
was validly executed on behalf of the LLC by _____
print or type name
who was then a member of said LLC and has the authority to bind the LLC to contractual
agreements and that such contract is within the scope of its powers.

Print or type name of LLC

Dated: _____, 20____ By: _____
Its: _____

CITY OF PORTAGE

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
hereinafter called the Principal, and _____, hereinafter called the
Surety, are held and firmly bound unto CITY OF PORTAGE, 7900 South Westnedge Avenue,
Portage, Michigan 49002, in the sum of _____ Dollars
(\$_____) lawful money of the United States of America, to the Payment whereof, well and
truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns,
jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, _____.

WHEREAS, the above named Principal has entered into a certain contract with the CITY
OF PORTAGE dated the _____ day of _____, _____ (hereinafter called the
“Contract”) for _____ (**name of project**), which contract and
specifications for said work shall be deemed a part hereof as fully if set out herein.

AND WHEREAS, this bond given in compliance with and subject to the provisions of
Act No. 213 of the Public Acts of Michigan, for the year 1963.

NOW, THEREFORE, the condition of this obligation is such that if payment shall be
made by the Principal to any Subcontractor or by him or any Subcontracts as the same may
become due and payable of all indebtedness which may arise from him to a Subcontractor or a
party performing labor or furnishing materials or supplies, or any Subcontractor to any person,
firm, or corporation on account of any labor performed or materials or supplies furnished in the
performance of said contract, then this obligation shall be void, otherwise the same shall be in
full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of said contract, or in the work to be done under it, or the giving by the party of the first part to said contract any extension of time for the performance of said contract or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety of any such alterations, extensions of time or of any forbearance being hereby waived.

IN WITNESS THEREOF, the parties thereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, _____.

Signed, sealed, and delivered in
the presence of:

: PRINCIPAL:

Its: _____

SURETY:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

Contractors, as principal and _____,

as surety, are held and firmly bound unto the _____

in the sum of _____

Dollars (\$ _____) to be paid to the City for which payment well and truly to be made we, jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by the presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, WHEREAS, the said

_____ did, on the _____ day of _____,
20_____

enter into contract with the City for the _____.

NOW, THEREFORE, if said Contractor shall save and hold harmless the said CITY from all public liability and damages of every description in connection therewith, shall well and faithfully in all things fulfill the said contract according to all the conditions and stipulations therein contained in all respects, and shall save and hold harmless the said CITY from and against all liens and claims of every description in connection therewith, then this obligation shall be void and of no effect; but otherwise it shall remain in full force and virtue, and, in the event that said CITY shall extend the time for completion of said work or otherwise modify elements of the contract in accordance with provisions thereof, such extension of item or modification of the contract shall not in any way release the sureties of this bond.

WITNESS our hands and seal this _____ day of _____, 20____.

WITNESSES:

Principal (Seal)

Surety (Seal)

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
_____, Contractor, as principal and
_____, as surety are held and firmly
bound unto the City of Portage, Michigan, 7900 South Westnedge Avenue, Portage, Michigan
49002, hereinafter known as the City, in the sum of _____
_____ Dollars (\$ _____) to be paid to said City, its legal
representatives and assigns, for which payment well and truly be made, we bind ourselves, our
heirs, executors, administrators, successors and assigns, and each and every one of them jointly,
firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20____.

WHEREAS, the above named Principal has entered into a certain contract with the City
of Portage, Michigan, dated this _____ day of _____,
20____ wherein the said principal covenanted and agreed as follows, to wit:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by
and under said contract, the above named principal has agreed with the City that for a period of
two (2) years from the date of payment of Final Estimate, to keep in good order and repair any
defect in all the work done under said contract wither by the principal or his subcontractors, or
his material supplies, that may develop during said period due to improper materials, defective
equipment, workmanship or arrangements, and any other work affected in making good such
imperfections, shall also be made good all without the consent or approval of the principal after
the final acceptance of the work, and that whenever directed to do so by the City, by notice
served in writing, either personally or by mail, on the principal at

_____ or _____
_____ legal representatives, or successors, or on the surety at

WILL PROCEED at once to make such repairs as directed by said City and in case of failure to
do so within one week from the date of service of such notice, or within reasonable time not less
than one week, as shall be fixed in said notice, then the said City shall have the right to purchase
such materials and employ such labor and equipment as may be necessary for the purpose, and to
undertake, do and make such repairs and charge the expense thereof to, and receive same, from
said principal or surety.

If any repair is necessary to be made at once to protect life and property, then and in that case, the said City may take immediate steps to repair or barricade such defects without notice to the Contractor. In such accounting the said City shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actual paid therefore shall be charged to the principal surety. In this connection the judgement of the said City is Final and conclusive. If the said principal for a period of two (2) years from the date of payment of Final Estimated, shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse the City for any expense incurred by making such repairs, should the principal or surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said City from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through negligence of said principal, servants, agents, or employees in the prosecution of the work included in said contract, and from any and all claims arising under the Worker's Compensation Act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise too remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 20____.

Signed, sealed, and Delivered
in the Presence of:

Principal (Seal)

Surety (Seal)