

### **BID #WG21-01 SPECIFICATIONS**

These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

Award will be to the lowest responsible bidder meeting the specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purchase for which required, terms of delivery, resale value of equipment, and expedient service and experience are among the factors that will be considered in determining the responsive bidder.

No bid may be withdrawn for a period of thirty (30 days) following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

### **BID PRICE**

Bidder shall submit an all-inclusive, lump sum, bid price as indicated on the Bid Response Form. The price shall include all applicable charges, including but not limited to delivery, installation, labor, materials, warranties, and incidentals for a complete working unit.

### **BID RESPONSE FORM**

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

### **WARRANTY**

A copy of the standard manufacturer's warranty shall be attached to the Bid Response Form.

### **DELIVERY**

Delivery and installation shall be as soon as possible after the receipt of order, but no more than **sixty (60) days**. Lead time shall play a large part of the bid award but will not be the only determining factor. Completion time shall be stated on the bid Response Form.

On-site delivery and installation shall be to the Baldwin County Radio Site located at 100 Orange Street, Bay Minette, Alabama, 36507. Delivery date and time shall be setup with Matt Fail, Information Systems Manager, via phone at (251) 580-1823. Equipment shall be delivered to and installed on the property. Delivery and installation **shall include** start-up, testing and lugs.

### **LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

### **BIDS FOR ALL OR PART**

The County reserves the right of awarding the contract in whole or in part, according to the best interest of the County.

**BIDDERS QUALIFICATIONS**

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

**CONTRACTORS AND SUBCONTRACTORS AND INSURANCE**

The Contractor shall not commence work under this contract until all the required insurance has been obtained by Contractor and approved by the County. Nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

**COMPENSATION INSURANCE**

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

**CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000.00 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

**COUNTY’S PROTECTIVE LIABILITY INSURANCE**

The Contractor shall at his expense provide County’s protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

**HOLD HARMLESS PROVISION**

The Contractor shall at all times indemnify and hold harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the County’s departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

**SUBCONTRACTOR’S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE**

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor’s Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

**TRAFFIC CONTROL, SAFETY ITEMS**

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with MUTCD.

**SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this Contract, the Contractor shall:  
Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OSHA (Occupational Safety and Health Act). Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are Considered incidental and are considered as part of the Contract.

**GUARANTEE**

A one (1) year guarantee shall be provided by the Contractor on work as specified, which shall commence from the date of acceptance. This guarantee shall cover any and all defects in the workmanship and materials. This warranty is exclusive of:

- 1) Physical damage by the Owner and/or other trades.
- 2) “Acts of God” – fire, civil commotion, natural catastrophes or vandalism.

## **CLEANUP**

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At the time of completion, the Contractor shall remove all excess material and debris from the site.

## **COORDINATION WITH BALDWIN COUNTY COMMISSION**

The primary contact person for the Baldwin County Commission will be Matt Fail, Information Systems Manager, at (251) 580-1823.

## **SPECIFICATIONS FOR A NATURAL GAS GENERATOR AND AUTOMATIC TRANSFER SWITCH**

### **Kohler Model 24RCL 24 kW 120/240V Generator or Equivalent Kohler Model RDT Single Phase 100 AMP Automatic Transfer Switch or Equivalent**

#### **PART 1 GENERAL**

##### **1.1. SCOPE OF WORK**

- A. The work described by these specifications includes the furnishing of all labor, materials, equipment, testing, and training to provide a complete and workable power system, including but not limited to the generator, the controller, the automatic transfer switch, and delivery and installation as specified herein. It is the intent of these specifications to have a single source responsibility for the generator set and the automatic transfer switch. That is, the power system shall be finished by a single contractor who shall be responsible for the design, coordination, and testing of the complete system. All equipment shall be new and of current production of a national firm that manufactures generator sets and controls, transfer switches, switchgear, and/or associated accessories. The scope of work regarding the two main components, the generator and the automatic transfer switch, are further detailed below.

1. Generator:

Provide and install a standby power system to supply electrical power in event of failure of normal supply, consisting of a natural gas engine and system controls with all necessary accessories for a complete operating system, including but not limited to the items as specified hereinafter.

2. Automatic transfer switch:

Provide and install an automatic transfer switch that will initiate a signal on primary power failure and automatically detect a secondary power source, transferring the load to this secondary source. On restoration of primary power, the switch must automatically re-transfer the load back to primary power and signal the secondary source to shut down. The switch must be a self-contained device with all features described herein.

##### **1.2 REQUIREMENTS OF REGULATORY AGENCIES**

- A. An electric generating system, consisting of a prime mover, generator, governor, coupling and all controls, must have been tested, as a complete unit, on a representative engineering prototype model of the equipment to be sold.

- B. The generator set must conform to applicable NFPA standards.
- C. The generator set must be available with the Underwriters Laboratories listing (UL2200) for a stationary engine generator assembly.
- D. The transfer switch must be UL listed for use in emergency systems.
- E. The generator set must meet EPA federal emission guidelines for stationary standby power generation.

### 1.3 MANUFACTURER QUALIFICATIONS

- A. This system shall be supplied by Kohler Power Systems or an equivalent manufacturer who has been regularly engaged in the production of generators, engine-alternator sets, automatic transfer switches, and associated controls for a minimum of ten years, thereby identifying one source of supply and responsibility.
- B. To be classified as a manufacturer, the builder of the generator set must manufacture, at a minimum, engines or alternators.
- C. The manufacturer shall have printed literature and brochures describing the standard series specified, not a one of a kind fabrication.

## PART 2 GENERATOR

### 2.1 ALTERNATOR

- |    |  |                        |
|----|--|------------------------|
| A. | Manufacturer                             | Kohler or equivalent   |
| B. | Type                                     | 4-Pole, Rotating Field |
| C. | Model                                    | 4E5.0 or equivalent    |
| D. | Exciter type                             | Brushless, Wound-Field |
| E. | Leads: quantity, type                    | 4, 120/240             |
| F. | Voltage regulator                        | Solid State, Volts/Hz  |
| G. | Insulation                               |                        |
|    | 1. Type                                  | NEMA MG1               |
|    | 2. Material                              | Class H                |
|    | 3. Temperature rise                      | 130°C, Standby         |
| H. | Bearing: quantity, type                  | 1, Sealed              |
| I. | Coupling                                 | Flexible Disc          |
| J. | Voltage regulation, no-load to full-load | +/- 1.0% Maximum       |

K.	Unbalanced load capability	100% of Rated Standby Current
L.	One-step load acceptance	100% of Rating
M.	Peak motor starting kVA	37
N.	Features	
	1.	NEMA, MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting
	2.	Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds
	3.	Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field
	4.	Self-ventilated and drip-proof construction
	5.	Windings are vacuum-impregnated with epoxy varnish for dependability and long life
	6.	Superior voltage waveform from a two-thirds pitch stator and skewed rotor
	7.	Total harmonic distortion (THD) from no load to full load with a linear load is less than 5%

## 2.2 ENGINE

A.	Manufacturer	Kohler or equivalent
B.	Type	Residential Powertrain
C.	Model	KG2204, 60 Hz, 2.2 L, 4-Cycle or equivalent
D.	Aspiration	Natural Aspiration
E.	Cylinder Arrangement	In-line 4
F.	Displacement, L (cu. in.)	2.2 (134.25)
G.	Bore & Stroke, mm (in.)	91 x 86 (3.5 x 3.4)
H.	Compression Ratio	10.5:1
I.	Main Bearings: quantity, type	5, plain alloy steel
J.	Rated rpm	1800
K.	Max. power at rated rmp, kW (HP)	27 (36)
L.	Cylinder head material	Cast Iron
M.	Piston type and material	High Silicon Aluminum

N.	Crankshaft material	Nodular Iron
O.	Valve (exhaust) material	Forged Steel
P.	Governor type	Electronic
Q.	Frequency Reg. (no load-full load)	Isochronous
R.	Frequency Reg. (steady state)	+/- 1%
S.	Frequency	Fixed
T.	Air cleaner type	Dry
U.	Piston Speed, m/min. (ft./min.)	310 (1016)

### 2.3 FUEL SYSTEM

A.	Type	Natural Gas
B.	Natural gas fuel supply pressure, kPa (in. H <sub>2</sub> O)	1.24 – 2.74 (5 – 11)
C.	Fuel supply line inlet	1" NPT
D.	Fuel composition limits	Methane, % by volume: 90 min. Ethane, % by volume: 4.0 max. Propane, % by volume: 1.0 max. Propene, % by volume: 0.1 max. C4 and higher, % by volume: 0.3 max. Sulfur, ppm mass: 25 max. Lower heating value, MJ/cubic meters (Btu/cubic feet), min.: 33.2 (890)

### 2.4 FUEL CONSUMPTION

A.	Natural Gas, Cubic Meters per hour (cfh) at % load	
	100% LOAD	8.5 (301)
	75% LOAD	6.3 (223)
	50% LOAD	5.6 (199)
	25% LOAD	4.0 (140)
	Exercise	2.8 (97)

## 2.5 LUBRICATING SYSTEM

A.	Type	Full Pressure
B.	Oil pan capacity, L (qt.)	4.2 (4.4)
C.	Oil added during oil change (on Average), L (qt.)	3.3 (3.5)
D.	Oil filter: quantity, type	1, Cartridge
E.	Oil drain extension	Included

## 2.6 ENGINE ELECTRICAL SYSTEM

A.	Ignition system	Electronic
B.	Battery charging alternator	14 VDC, negative ground, 90 amp/hr.
C.	Starter motor rated voltage (DC)	12
D.	Battery, recommended rating for -18°C (0°F): Qty., cold cranking amps (CCA)	One, 630
E.	Battery voltage (DC)	12
F.	Battery group size	24

## 2.7 COOLING – RADIATOR SYSTEM

A.	Ambient temperature, °C (°F)	45 (113)
B.	Engine jacket water capacity, L (gal.)	2.65 (0.7)
C.	Radiator system capacity, including Engine, L (gal.)	13.2 (3.5)
D.	Water pump type	Centrifugal
E.	Fan diameter, mm (in.)	qty. 3 @ 406 (16)
F.	Fan power requirements (powered by engine battery charging alternator)	12VDC, 18 amps each

## 2.8 AIR REQUIREMENTS

A.	Radiator-cooled cooling air, sq. m/min. (scfm)	51 (1800)
B.	Combustion air, sq. m/min. (cfm)	1.4 (49)
C.	Air over engine, sq. m/min. (cfm)	25 (900)

2.9 EXHAUST SYSTEM

- A. Exhaust manifold type Dry
- B. Exhaust temperature at rated kW, dry exhaust °C (°F) 633 (1171)
- C. Maximum allowable back pressure, kPa (in. Hg) 7.5 (2.2)

2.10 DIMENSIONS AND WEIGHTS

- A. Overall size, L x W x H, mm (in.) 1880 x 836 x 1169 (74 x 32.9 x 46.0)
- B. Shipping weight, wet, kg (lb.) 572 (1260)

2.11 ENCLOSURE

- A. All-aluminum sound-attenuating enclosure
- B. Uses acoustic insulation that meets UL 94 HF1 flammability classification
- C. Repels moisture absorption
- D. Internally mounted critical silencer
- E. Skid-mounted, aluminum construction with two removable access panels
- F. Fade, scratch, and corrosion-resistant cashmere powder-baked finish
- G. Sound Data (measured at 7 meters with no load)
  - 1. Weekly engine exercise 54 dB(A)
  - 2. Full-speed generator diagnostics 61 dB(A)
  - 3. Normal operation 61 dB(A)

PART 3 AUTOMATIC TRANSFER SWITCH

3.1 GENERAL

- A. The automatic transfer switch shall maintain system compatibility with the generator, circuit breaker and all other system components, and shall have available local service responsibility for the complete emergency power system. The manufacturer shall furnish schematic and wiring diagrams for the particular automatic transfer switch and a typical wiring diagram for the entire system.

3.2 SPECIFICATIONS

- A. Make and Model Kohler RDT or equivalent
- B. Amperage 100 Amps

- C. Voltage 240 Volts max.
- D. Assembly Solid neutral
- E. Codes and Standards
  - 1. The automatic transfer switch shall meet the following standards:
    - a) UL 67, Enclosed Panel Boards
    - b) UL 1008, Standard for Automatic Transfer Switches for Use in emergency systems
    - c) UL 508, Standard for Industrial Control Equipment
    - d) CSA certified, file #LR58301
    - e) NFPA 70, National Electrical Code
    - f) NFPA 110, Emergency and Standby Power Systems
    - g) IEEE Standard 446, IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
    - h) NEMA Standard IC10-1993, AC Automatic Transfer Switches
    - i) ANSI C37.90.1 (IEEE472), 2000, EFT/Surge Relay Systems
    - j) EN61000-4-5 Surge Immunity Class 4 (voltage sensing and programmable inputs only)
    - k) EN61000-4-4 Fast Transient Immunity Severity Level 4
    - l) IEC Specifications for EMI/EMC Immunity
- F. Enclosure
  - 1. The automatic transfer switch shall include a NEMA Type 3R corrosion-resistant aluminum ANSI 49 gray padlockable enclosure that is suitable for outdoor environments.
- G. Standard Features
  - 1. Two-pole, single-phase open-transition transfer switch
  - 2. Electrically and mechanically interlocked contactor
  - 3. Double throw inherently interlocked design
  - 4. Manually operable contactor for maintenance purposes
  - 5. Silver alloy main contacts

6. 100% equipment rated and can be applied at the rated current without derating

7. Contact ratings

Engine start	0.5 A @ 125 VAC; 2 A @ 30 VDC SPST normally closed (NC)
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Common fault	0.5 A @ 125 VAC; 2 A @ 30 VDC SPST normally open (NO)
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Load control	10 A @ 120 VAC SPST normally open (NO)
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8. Environmental specifications

Operating temperature	-20°C to 70°C (-4°F to 158°F)
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Storage temperature	-40°C to 85°C (-40°F to 185°F)
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Humidity	5 to 95% noncondensing
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H. Functions

1. Source Sensing

Undervoltage dropout	80%
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Undervoltage pickup	85%
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Underfrequency dropout	90%
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Underfrequency pickup	96%
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2. Time Delays (Factory Setting)

Engine start	3 seconds
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Transfer from Normal to Emergency	3 seconds
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Retransfer from Emergency to Normal	6 minutes
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Engine cooldown	5 minutes
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Exercise run time	20 minutes
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Exercise interval	1 week
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Load control connection delay	5 minutes
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Failure to acquire Emergency source	78 seconds
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Undervoltage dropout	0.5 seconds
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Underfrequency dropout

3 seconds

I. Controller

1. The automatic transfer switch shall include a controller, Kohler Model MPAC 500 or equivalent, with the following functions and features
  - a) User-friendly interface with easy-to-read international symbols
  - b) Source available and contactor position indicators
  - c) LED indication of system faults including failure to acquire standby source, failure to transfer and auxiliary switch fault
  - d) Common fault contact: latches closed on system faults including failure to acquire standby source, failure to transfer and auxiliary switch fault
  - e) Engine start contact: provides contact closure to start the generator set
  - f) Load control contact: allows 5-minute delay in startup of selected loads
  - g) Test button (with or without load)
  - h) Exercise set button: weekly 20-minute generator set exercise, with or without load
  - i) Single-phase voltage sensing on both sources, +/- 5%
  - j) Line-to-line frequency sensing, +/- 2%
  - k) Fixed time delays

PART 4 INTEGRATED SYSTEM CONTROLLER

4.1 SPECIFICATIONS

- A. The controller shall provide integrated control for the generator, automatic transfer switch, programmable interface module (PIM) and load management.
- B. Make and Model Kohler RDC2 or equivalent

4.2 FEATURES

- A. LCD screen
  1. Two lines x 16 characters per line
  2. Backlit display with adjustable contrast for excellent visibility in all lighting conditions

- B. Membrane keypad
  - 1. OFF, AUTO, and RUN push buttons
  - 2. Select and arrow buttons for access to system configuration and adjustment menus
- C. LED indicators for OFF, AUTO, and RUN modes
- D. LED indicators for utility power and generator set source availability and Automatic Transfer Switch position
- E. Scrolling system status display
  - 1. Generator set status
  - 2. Voltage and frequency
  - 3. Engine temperature
  - 4. Oil pressure
  - 5. Battery voltage
  - 6. Engine runtime hours
- F. Date and time displays
- G. Smart engine cooldown senses engine temperature
- H. Digital isochronous governor to maintain steady-state speed at all loads
- I. Digital voltage regulation: +/- 1.0% RMS no-load to full-load
- J. Automatic start with programmed cranking cycle
- K. Programmable exerciser can be set to start automatically on any future day and time, and to run every week or every two weeks
- L. Exercise modes
  - 1. Unloaded exercise with complete system diagnostics
  - 2. Unloaded full-speed exercise
  - 3. Loaded full-speed exercise
- M. Front-access mini USB connector
- N. Integral Ethernet connector
- O. Built-in 2.5 amp battery charger
- P. Remote two-wire start/stop capability

- Q. Diagnostic messages
  - 1. Displays diagnostic messages for the engine, generator, transfer switch, programmable interface module (PIM) and load management device
  - 2. Over 70 diagnostic messages can be displayed
- R. Maintenance reminders
- S. System settings
  - 1. System voltage, frequency, and phase
  - 2. Voltage adjustment
  - 3. Measurement system, English or metric
- T. Automatic transfer switch status
  - 1. Source availability
  - 2. Automatic transfer switch position (normal/utility or emergency/generator)
  - 3. Source voltage and frequency
- U. Automatic transfer switch control
  - 1. Source voltage and frequency settings
  - 2. Engine start time delay
  - 3. Transfer time delays
  - 4. Fixed pickup and dropout settings
  - 5. Voltage calibration
- V. Programmable interface module (PIM) status displays
  - 1. Input status (active/inactive)
  - 2. Output status (active/inactive)
- W. Load control menus
  - 1. Load status
  - 2. Test function
- X. Built-in battery charger

## PART 6 ADDITIONAL PROJECT REQUIREMENTS

### 6.1 APPLIED STANDARDS

- A. The generator set must be manufactured to the applicable specifications on file with Underwriters Laboratories and the UL 2200 mark must be affixed.
- B. The transfer switch must be UL listed and carry the UL mark for use in emergency systems.

### 6.2 FACTORY TESTING

- A. Before shipment of the equipment, the engine-generator set shall be tested under rated load for performance and proper functioning of control and interfacing circuits. Tests shall include:
  - 1. Verifying all safety shutdowns are functioning properly.
  - 2. Verify single step load pick-up per NFPA 110-1996, Paragraph 5-13.2.6.
  - 3. Verify transient and voltage dip responses and steady state voltage and speed (frequency) checks.

### 6.3 OWNER'S MANUALS

- A. Three (3) sets of owner's manuals specific to the generator and automatic transfer switch supplied must accompany delivery and installation of the equipment. General operating instruction, preventive maintenance, wiring diagrams, schematics and parts exploded views specific to the model must be included.

### 6.4 WARRANTY

- A. Both the generator and the automatic transfer switch along with all systems and components shall be warranted by the manufacturer against defective materials and factory workmanship for a period of at least five years or 2000 hours.

The warranty period shall commence when the standby power system is first placed into service. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided. Also, in the judgment of the specifying authority, the manufacturer supplying the warranty for the complete system must have the necessary financial strength and technical expertise with all components supplied to provide adequate warranty support.

### 6.5 INSTALLATION

- A. Amounts bid shall be all-inclusive, including but not limited to the following: all electrical work, labor, materials, crane, Automatic Transfer Switch insulation, new wire, new conduit, and all other expenses and materials necessary for the delivery and installation of the items bid. Baldwin County Commission will remove the existing generator and automatic transfer switch.
- B. The generator shall be installed on a concrete pad to be provided by Baldwin County Commission.

- C. The contractor shall be responsible for wiring the new generator and automatic transfer switch to an existing circuit breaker.
- D. Gas line plumbing to the generator shall be performed by North Baldwin Utilities.

6.6 TESTING

- A. All components of the electrical power system shall be sufficiently tested during design verification, production, and after delivery and installation is completed.
  - 1. Design Prototype Tests: Components of the emergency system such as the engine/generator set, automatic transfer switch, and accessories shall not be subjected to prototype tests since the tests are potentially damaging. Rather, similar design prototypes and pre-production models, which will not be sold, shall have been used for said tests. Prototype test certification and specification sheets showing all standard and optional accessories to be supplied, schematic wiring diagrams, dimension drawings, and interconnection diagrams shall be included with the bid submission.
  - 2. Production Tests: The automatic transfer switch shall be tested under load with all guards in place. The complete automatic transfer switch shall be subjected to a dielectric strength test per NEMA Standard ICS 1-109.05. The control panel shall meet or exceed the voltage surge withstand capability in accordance with ANSI C37.90a-2978 and the impulse withstand voltage test in accordance with NEMA Standard ICS 1-109.
  - 3. Site Tests: The contractor shall perform a comprehensive installation check, start-up, and building/equipment load test. The County contact person shall be notified prior to and shall be present for the final site test.



**BID #WG20-39 RESPONSE FORM**

**Purchase and Installation of One (1) 24 kW Generator and One (1) 100 AMP Automatic Transfer Switch for the Baldwin County Commission**

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**Generator Make and Model:** \_\_\_\_\_

**Automatic Transfer Switch Make and Model:** \_\_\_\_\_

**Amount Bid: \$** \_\_\_\_\_

**Completion Time after Receipt of Order (Days)**\_\_\_\_\_

Brochures showing the equipment offered shall be attached to this Response Form.  
**All exceptions must be listed and attached to the bid response form.**

State of Alabama     )  
County of Baldwin    )

**CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES**

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called “COUNTY”) acting by and through its governing body, the Baldwin County Commission and PROVIDER, (hereinafter referred to as “PROVIDER”).

**WITNESSETH:**

**Whereas,**

**Whereas,**

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

**I. Definitions.** The following terms shall have the following meanings:

- A. COUNTY:           Baldwin County, Alabama
- B. COMMISSION:    Baldwin County Commission
- C. PROVIDER:

**II. Obligations Generally.** The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional and construction services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

**III. Recitals Included.** The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

**IV. Professional Qualifications.** For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the necessary equipment, resources and the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

**V. No Prohibited Exclusive Franchise.** The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

**VI. Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

**VII. Legal Compliance.** PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

**VIII. Independent Contractor.** PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

**IX. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

**X. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or

unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XI. Entire Agreement.** This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

**XII. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**XIII. Assignment.** This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

**XIV. Ownership of Documents/Work.** The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

**XV. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

**XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG21-01**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provisions and conditions and/or specifications listed/stated in Competitive Bid #WG21-01 named, Purchase and Installation of One (1) 24 kW Generator and One (1) 100 AMP Automatic Transfer Switch for the Baldwin County Commission.”**

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**XVII. General Responsibilities of the COUNTY.**

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVIII. Termination of Services.** The COUNTY may terminate this contract, with or without cause or reason, by giving ten (10) days written

notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

**XIX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be \$\_\_\_\_\_. Said compensation shall be all inclusive, including without limitation, reimbursement of all costs, incidentals and operating expenses associated with those directly engaged in performance of the requested services.

**XXI. Method of Payment.** PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

**XXII. Effective and Termination Dates.** This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than \_\_\_\_\_ days after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXIV. Indemnification.** Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives

(collectively “County”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys’ fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

**XXV. Number of Originals.** This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

**XXVI. Governing Law:** This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

**XXVII. Insurance:** Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker’s Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer’s Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days’ notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_  
BILLIE JO UNDERWOOD/     Date  
Chairman

\_\_\_\_\_  
WAYNE DYESS/                 Date  
County Administrator

State of Alabama)

County of Baldwin)

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**

PROVIDER

Insert Name

\_\_\_\_\_/\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

State of Alabama)

County of \_\_\_\_\_)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said \_\_\_\_\_.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
My Commission Expires