



**CITY OF JOLIET
WILL COUNTY, ILLINOIS
CITY OF JOLIET
SPECIFICATIONS, PLANS, CONTRACT PROPOSAL,
CONTRACT AND CONTRACT BOND**

FOR THE

2024 UTILITIES DEPARTMENT PORTABLE GENERATOR PURCHASE

CONTRACT NO. 2867-1124

<p>APPROVED DEPARTMENT OF PUBLIC UTILITIES  _____ DIRECTOR OF PUBLIC UTILITIES</p> <p>DATE _____ September 30, 2024</p>	<p>SUBMITTED BY</p> <p>_____ CONTRACTOR'S NAME</p> <p>_____ ADDRESS</p>
<p>APPROVED DEPARTMENT OF PUBLIC UTILITIES  _____ DEPUTY DIRECTOR PLANT OPERATIONS</p> <p>DATE _____ 9/30, 2024</p>	<p>_____ CITY AND STATE</p> <p>_____ PHONE</p> <p>DATE _____, 2024</p>

LEGAL NOTICE
CITY OF JOLIET
ADVERTISEMENT FOR BIDS

CONTRACT NO. 2867-1124
**PROJECT NAME: 2024 UTILITIES DEPARTMENT PORTABLE GENERATOR
PURCHASE**

. The City of Joliet, Illinois, does hereby invite sealed bids for **2024 UTILITIES DEPARTMENT PORTABLE GENERATOR PURCHASE.**

Bids will be received at the Office of the City Clerk, City of Joliet Municipal Building, 150 West Jefferson Street, Joliet, Illinois 60432-4156 until **10:00 A.M.** local time on **Monday, October 28, 2024**, at which time they will be opened and publicly read aloud in Conference Room One (1). It is highly recommended, that all bids be tabbed to mark the Bidding Schedule and Bid Bond. An electronic copy of the entire submission on a USB flash drive is also requested to be included in the bid packet.

Bid results will also be posted on the City's website, and emails sent out to individuals who have subscribed to the related RSS feed. To ensure timely delivery of emails related to this feed, please add jjoliet@public.govdelivery.com to your safe sender list.

To be considered compliant, bids/proposals should be addressed as follows:

CITY OF JOLIET - SEALED BID ENCLOSED
OFFICE OF THE CITY CLERK
150 W. JEFFERSON ST.
JOLIET, IL 60432

And must be marked clearly on the outside of the SEALED package with the **BID NUMBER AND NAME OF THE PROJECT, DATE AND TIME OF THE BID OPENING, NAME AND ADDRESS AND PHONE NUMBER OF YOUR COMPANY and RECEIPT OF ALL ADDENDA** (if applicable).

Bids must be delivered Monday to Friday 8:00 A.M. – 4:30 P.M. and not on holidays observed by the City of Joliet. The City will not be responsible for deliveries outside these hours. If you choose to hand deliver your Bid/proposal, it is to be delivered to the east or west side of City Hall, 150 West Jefferson Street, Joliet, IL 60432. Please make sure to mention you are delivering a sealed Bid/proposal, so the receiver knows to time stamp the envelope upon receipt.

Those desiring to submit a bid may examine the bid documents and detailed specifications at the City of Joliet Purchasing Division, 150 West Jefferson Street, Joliet, IL 60432 between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday. Electronic copies can be downloaded free of charge at <https://www.joliet.gov/government/departments/finance/purchasing/bids-proposals/>. No hard copies of the documents will be available for purchase.

All bidders will be required to submit Bid Security in the form of a Certified Check, Cashier's Check, or a Bid Bond in the amount of **Ten percent (10%) of the Base Bid**, payable to the City of Joliet.

The City of Joliet has a local qualified bidder ordinance that applies to this contract. To apply to be a local qualified bidder please go to <https://www.joliet.gov/government/departments/finance/purchasing/bids-proposals/>.

All Bidding Document holders should sign up for RSS feeds at <https://www.joliet.gov/government/departments/finance/purchasing/bids-proposals/materials-supplies/>. and provide your first and last name and email address to automatically receive addendums. Addendums will also be posted on the City of Joliet's website at <https://www.joliet.gov/government/departments/finance/purchasing/bids-proposals/>. The potential vendor/contractor remains responsible for obtaining all addenda to the original

specification so they should check the specific bid page before submitting a Bid to make sure they have received all addendums to a specific contract.

The City of Joliet reserves the right to reject any and all bids, parts of any and all bids, or to waive technical errors or omissions in bids.

**ALL PROPOSALS ARE SUBJECT TO THE REQUIREMENTS OF THE CITY OF JOLIET
PROCUREMENT CODE (Section 2-430 - 2-453 of the Code of Ordinances)**

BID DOCUMENT FEE: **Free electronic download**

Published in the Labor Record:
Thursday, October 10, 2024

Beth Beatty
City Manager

James Ghedotte
Interim Purchasing/Contracts Administrator

CONTRACT DOCUMENTS

PROJECT: 2024 UTILITIES DEPARTMENT PORTABLE GENERATOR PURCHASE

**DEPARTMENT: DEPARTMENT OF PUBLIC UTILITIES
CITY OF JOLIET, ILLINOIS**

CONTRACT NO. 2867-0424

Beth Beatty
City Manager

James Ghedotte
Interim Purchasing/Contracts Administrator

CITY OF JOLIET
150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158

**CONTRACT DOCUMENTS FOR : 2024 UTILITIES DEPARTMENT PORTABLE
GENERATOR PURCHASE**

User Department: **DEPARTMENT OF PUBLIC UTILITIES**
Date and Time of Bid Opening: **MONDAY, OCTOBER 28, 2024, @ 10:00 A.M.**
Bid Security: **10%**
Performance Security: **NO**
Prequalification Required: **NO**
Insurance: **NO**

MAYOR
Terry D'Arcy

CITY MANAGER
Beth Beatty

COUNCIL MEMBERS
Cesar Cardenas
Joe Clement
Cesar Guerrero
Larry E. Hug
Suzanna Ibarra
Pat Mudron
Jan Hallums Quillman
Sherri Reardon

INTERIM PURCHASING/CONTRACTS ADMINISTRATOR
James Ghedotte

DEPARTMENT OF FINANCE
PURCHASING DIVISION
JAMES GHEDOTTE
INTERIM PURCHASING/CONTRACTS ADMINISTRATOR
jghedotte@joliet.gov



Prospective Bidders:

Enclosed are bid documents which may be of interest to your company.

Please note the date as to when these bids will be opened.

**THIS BID DOCUMENT MUST BE RETURNED INTACT (THE SAME ORDER AS RECEIVED).
FAILURE TO DO SO MAY INVALIDATE YOUR PROPOSAL.**

ALL BIDS SHALL BE SUBMITTED IN AN OPAQUE, SEALED ENVELOPE TO THE CITY CLERK, 150 WEST JEFFERSON STREET, JOLIET, ILLINOIS 60432, PRIOR TO THE TIME AND DATE SET FORTH FOR BID OPENING IN THE NOTICE TO BIDDERS. EACH BID SHALL BE ADDRESSED TO THE CITY CLERK AND SHALL BEAR ON THE FACE OF THE ENVELOPE THE NAME OF THE BIDDER, AND A STATEMENT THAT IT IS A SEALED BID, TO BE OPENED FOR THE CONTRACT CONSIDERED, AT THE DATE AND HOUR SET FORTH IN THE INVITATION TO BID.

THE BIDDER SHALL ALSO STATE ON THE OUTSIDE OF THE ENVELOPE THAT HE/SHE IS IN RECEIPT OF ALL ADDENDUMS TO THE CONTRACT.

ANY QUESTIONS OR CLARIFICATIONS CONCERNING THESE SPECIFICATIONS SHOULD BE IN WRITING AND DIRECTED TO THE PURCHASING DIVISION AT purchasing@joliet.gov

ANY ORAL OR WRITTEN COMMENTS RECEIVED FROM ANY OTHER PERSON OTHER THAN THE CONTRACT ADMINISTRATOR, WILL NOT BE CONSIDERED AND ALSO, MAY INVALIDATE YOUR PROPOSAL.

THANK YOU FOR BIDDING.

MAYOR
Terry D'arcy

CITY MANAGER
Beth Beatty

COUNCILPERSONS
Cesar Cardenas
Joe Clement
Cesar Guerrero
Larry E. Hug
Pat Mudron
Jan Hallums Quillman
Sherri Reardon

INTERIM PURCHASING/CONTRACTS
ADMINISTRATOR
James Ghedotte



LOCAL BIDDER

This contract is eligible for the Local Bidder Preference Ordinance.

Please complete and sign this form **only** if you have been approved as a Local Bidder by the City of Joliet and wish to be qualified as a local bidder for this contract.

VENDOR NAME _____

VENDOR ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____

SIGNATURE _____

PHONE _____

EMAIL ADDRESS _____

Note: there may be other prequalification requirements that apply to this contract (e.g. IDOT or Capital Development Board). Please review what is due, as this form does not take the place of any of those required documents.

For additional information about the Local Bidder Ordinance, as well as the Local Bidder application, visit: <https://www.joliet.gov/localbidder>.

For questions, contact Purchasing Division at purchasing@joliet.gov or (815) 724- 3925.

INSTRUCTION TO BIDDERS

PROJECT: **2024 UTILITIES DEPARTMENT PORTABLE GENERATOR PURCHASE**

NOTE: BY SUBMITTING A BID, THE BIDDER WARRANTS THAT HE HAS FAMILIARIZED HIMSELF WITH ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS AS WELL AS THE CITY OF JOLIET PURCHASING ORDINANCE.

DEFINITIONS:

The following definitions shall apply wherever they appear in the contract documents.

CITY:	CITY OF JOLIET
OWNER:	THE CITY OF JOLIET
BID:	THE OFFER OF THE BIDDER
BIDDER:	ANY INDIVIDUAL, CORPORATION OR PARTNERSHIP WHO SUBMITS A BID.

CONTRACT DOCUMENTS - Invitation to Bid Instructions, General Conditions, Special Provisions, Specifications, Drawings, Addendums, Proposal (in so far as it is not inconsistent with other contract documents) and Contract Form.

Other definitions shall be as defined in City of Joliet Ordinance 7345 or in other Contract Documents.

1. **BIDS - GENERAL**

Bids shall be made in accordance with the instructions. Failure to execute proposals as required may, in the discretion of the City, be cause for rejection of the bid.

2. **FORMS**

Bids shall be submitted on the forms provided by the City of Joliet. Each bid must be submitted bound with all other contract documents.

3. **BLANKS; CORRECTIONS**

All blank spaces on any contract document shall be filled in with typewritten figures or ink. Any erasures or corrections shall be dated and initialed by the bidder.

4. **SUBMISSION**

Bids shall be submitted in opaque sealed envelopes to the City Clerk, 150 West Jefferson Street, Joliet, Illinois 60432-4156, prior to the time and date set forth for

bid opening in the Notice to Bidders. Each bid shall be addressed to the City Clerk and shall bear on the face of the envelope the name of the bidder, and a statement that it is a sealed bid to be opened for the contract at the date and hour as set forth in the invitation to bid.

5. EXECUTION

Proposals shall be signed by the bidder. If the bidder is a corporation, the proposal shall bear the name of the corporation, signed by an officer authorized to bind the corporation, and sealed with the corporate seal.

6. WITHDRAWAL

Bids may be withdrawn previous to the time of the bid opening by written request. However, no bid shall be withdrawn within the thirty (30) day period after the time set for bid opening. Bidders withdrawing their bids prior to the time and date set for bid opening may still submit another bid if done in accordance with these instructions.

7. WORDS AND FIGURES

Where amounts are given in both words and figures, the words will govern.

8. UNIT PRICE

When unit prices are called for, bids shall include all unit cost items and alternatives shown on the proposal. When an error is made in extending total prices, the unit price will govern.

9. TAXES

All bids shall include all applicable taxes. The State of Illinois Sales Tax and Federal Excise Taxes are not applicable to sales made in the City.

10. NET PRICE

Bid prices shall be net, including therein transportation and handling charges F.O.B. City of Joliet, and shall further include all charges of whatsoever sort for labor and materials contained in the work or materials designated in the specifications and proposals.

11. BID SECURITY

Each bidder shall provide bid security in the amount of at least **Ten percent (10%)** of its base bid. Bid security shall be in the form of a certified check, cashier's check or bid bond issued by a surety licensed to do business in the State of Illinois. Bid security shall be made payable to the order of the City of Joliet. Bid security shall be held to ensure good faith on the part of the bidder and to be applied as liquidated damages should the successful bidder fail to execute all required contract documents or attempt to withdraw the bid prior to execution of the contract.

Personal checks and Company checks are not acceptable bid security and may result in the rejection of the bid as non-conforming.

12. BID SECURITY RETURN

All bid security, other than submitted by the successful bidder, will be returned to the respective bidders upon the successful execution of the contract.

13. INTERPRETATIONS

Interpretations of the meaning of any item in the Contract Documents shall be valid only if issued in writing by the Owner or the Owner's representative designated in the Contract Documents.

14. FAMILIARITY WITH CONTRACT DOCUMENTS AND SITE

Bidders shall examine all contract documents including General Conditions and Specifications, inspect and acquaint himself fully with site conditions (surface and subsurface), working conditions and restraints, if applicable, prior to the submission of his bid.

15. ON-SITE PRE-BID MEETING

16. ALTERNATE EQUIPMENT OR MATERIALS

a. Bids shall be evaluated and considered on equipment and/or materials complying substantially with the contract specifications. If any bidder deviates from the contract specifications or provides a substitute for any required equipment and/or material listed in the contract specifications, that bidder shall list such deviations and/or substitutions, including technical data when applicable, in a letter attached to the bid or on a form that may be provided by the City with the bid documents.

b. Brand names, which may be mentioned in the contract specifications, are used only as a reference to the type and quality of equipment and/or materials desired. However, any deviation from or substitution in a brand name stated in the contract specifications shall be listed as required under paragraph (a) of this section.

c. The City reserves the right to determine whether any deviations and substitutions listed by the bidder are within the intent of the contract specifications and will reasonably meet the service requirements of the using department.

d. A bidder's failure to list any deviations from or substitutions in the contract specifications as required under paragraph (a) of this section may result in the rejection of the bid.

17. DESCRIPTIVE LITERATURE: EQUIPMENT OR MATERIALS

Each bidder bidding on contracts to furnish equipment or materials shall furnish with his proposal two (2) copies of descriptive literature on the supplies or equipment being bid and manufacturer's specifications shall be in sufficient detail to permit proper evaluation of the bid.

18. RESPONSIBILITY OF BIDDERS

No contract will be awarded to any person, firm, or corporation that is in arrears to the City of Joliet, Illinois upon any debt or contract, or who has failed to execute in whole or in part, in a satisfactory manner, any contract with the City of Joliet, or who is a defaulter as to surety or otherwise upon any obligation to the City of Joliet, Illinois.

19. CITY'S RIGHT TO ACCEPT OR REJECT

The City of Joliet reserves the right to accept any bid which may be deemed to be in the best interest of the City of Joliet. The City of Joliet further reserves the right to reject any or all bids.

20. AWARDING OF CONTRACT

The Contract shall be awarded to the lowest responsible bidder based on criteria as set forth in the City of Joliet Purchasing Ordinance.

21. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these bid documents, the Contractor may not submit alternate or multiple bids as part of this bid package. The submission of more than one bid within a single bid package may be cause for rejection of any or all of the bids of that contractor.

22. AFFIDAVITS

The following Affidavits included in these Contract Documents must be executed and submitted with the bid.

23. COMPLETION AND FINAL PUNCHLIST

After all work on this project is complete, the City will prepare a final "Punch list" of items that have not been completed to the satisfaction of the City, which require correction prior to final acceptance by the City. Upon issuance of the final "Punch list", the Contractor will have fifteen (15) calendar days to complete all work outstanding. The City will reinspect the project to determine if all work has been completed. If all work is not complete within the initial fifteen (15) day period, the Contractor will be considered in default.

24. PROJECT COMPLETION DATE

The project completion date, including the completion of the final punch list and the completion of the final inspection with the Owner and the Engineer will be **December 31, 2024.**

25. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, and the City and the public will suffer damage from delay in the completion of this contract, the Contractor and his sureties shall be liable for and shall pay to the City of Joliet, Illinois the sum of Two Hundred Dollars (\$250.00) as fixed, agreed and liquidated damages for each calendar day of unjustified deviation from the date specified in the proposal for completion.

GENERAL CONDITIONS

**Please see the City of Joliet Special Provision and General Conditions Booklet
Adopted January 1, 2013.**

Section 2-448(c). Insurance; all construction and demolition contracts.

- 1) The successful bidder in all construction and demolition contracts shall submit, with other required contract documents, a certificate of insurance, issued by an insurance company licensed to do business in Illinois, indicating the bidder as the insured and naming the 1) City of Joliet (and its officers and employees) and 2) The Engineering Solutions Team Company as additional insured with right of notice of cancellation for the duration of the contract in at least the following amounts:
 - a) General Liability Insurance – One Million Dollars (\$1,000,000) general liability insurance covering injuries, deaths and property damage.
 - b) Workers Compensation Insurance – amount required by Illinois law.
- 2) The successful bidder shall require the same amounts and coverages as in sub-section (1) from all subcontractors.
- 3) The amounts stated in sub-section (1)(a) shall be doubled for contracts exceeding Five Hundred Thousand Dollars (\$500,000).
- 4) The minimum amount of insurance may be modified and other insurance-related terms and conditions may be required in specific contracts as the Mayor and City Council may deem appropriate.

CITY OF JOLIET

GENERAL CONDITIONS

Materials, Supplies, Equipment

1. Definitions

The following terms when used in the Contract Documents shall be defined as follows:

"Contractor" – The legal entity to whom the contract is awarded by the City.

2. Intent of the Contract Documents

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include in the contract price the cost of all materials, equipment, bonds, transportation and all other expense as may be necessary for the complete performance of the contract according to the Contract Documents.

In interpreting the Contract Documents, words describing materials or words which has a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meaning recognized by architects, engineers or the trade.

3. Silence of Specifications

The apparent silence of the specifications as to any detail or apparent omission from it as detailed description concerning any point shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best materials or workmanship are to be used.

4. Contract Quantities

a.) Specific Quantities: Where quantities are specifically stated in the Contract Documents, the Contractor shall deliver and the City shall pay for only such quantities as therein stated.

b.) Requirements: Where quantities are stated in the Contract Documents in terms of requirements, the Contractor shall deliver all such quantities as are ordered by the City with the Contract period at the price or prices bid.

c.) Estimated Quantities: Where quantities are state in the Contract Documents in terms of estimated quantities, the Contractor shall supply that quantity as specified by the City within the limits of more or less than ten percent (10%) of the estimate quantity so specified.

5. Hold Harmless – Patents and Copyrights:

The Contractor shall defend and hold the City, its officers, agents and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented unpatented invention, article or appliance furnished or used under this Contract.

6. No use of City's Name:

The Contractor is specifically denied the right of using in any form or medium the name of the City for public advertising unless express written permission is granted by the City.

7. New Parts and Materials; Title:

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, either in part or in whole, except where the specifications explicitly provide therefore. Further, the Contractor warrants that it has lien free title to all equipment, supplies or materials purchased under the terms of this contract.

8. Subletting of Contract or Contract Funds:

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his Contract or his right, title or interest therein, or his power to execute such Contract, to any other person, firm or corporation, without the previous written consent of the City, and in no case shall such consent relieve the Contractor from his obligations, or change the terms of the Contract.

9. Indemnity:

Contractor shall indemnify, keep and save harmless, the City, its agents, officials and employees, against all injuries, death, loss, damages, claims, including mechanic lien claims, suits, liabilities, judgments, settlements, costs and expenses, which may accrue against the City as result of activities or products under this Contract, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any or of the City, its employees; and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all cost and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the City in any such action, the Contractor shall at his own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

10. Default:

The Contract in whole or in part may be terminated by the City by sending written notice of default to the Contractor upon non-performance or violation of contract terms and the award be made to next low bidder, or articles specified may be purchased on the open market. In either event, the defaulting Contractor and his surety shall pay to the city the costs in excess of the defaulted Contract prices; provided, that the Contractor shall continue the performance of his Contract to the extent not terminated under the provisions of this clause. The Contractor shall be given seven (7) days written notice prior to such termination.

11. Disputes:

Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Agent who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Purchasing Agent shall be final and conclusive unless, within 30 days for the date of receipt of such copy, the Contractor mails or otherwise furnished to the Purchasing Agent a written appeal addressed to the City Manager. The decision of the City Manager or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Purchasing Agent's decision.

12. Warranty:

The Contractor warrants that the materials, supplies, or equipment provided under this Contract are fit for the particular purpose as set forth in the Contract Documents.

13. Performance Security:

The security shall be conditioned on the full and faithful performance of the Contract according to its terms and shall be drawn upon as partial liquidated damages, it being agreed that such sum is reasonable. If the amount of the bid security and performance security required are the same and the Contractor has posted a check for the bid security, the Contractor hereby agrees to allow said check to stand as the performance security as required by this paragraph.

14. Delivery:

a.) Shipping Instructions – Consignment: Unless otherwise specified in the bid, each container delivered under this Contract must be plainly stencil marked or securely tagged, stating the Contractor's name and purchase order number upon which furnished and delivery address as indicated in the order. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and purchase order number. Any failure to comply with these instructions will place the material or equipment at the Contractor's risk. Deliveries by rail, truck, or otherwise, must be within the hours of 9:00 a.m. and 4:00 p.m. and in ample time before closing. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the Purchasing Agent.

b.) Responsibility for Supplies Rendered: The Contractor shall bear the risk of loss for the materials, equipment, or supplies covered by Contract until they are delivered at the designated point, and the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor within five (5) days after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery.

Upon failure to do so within ten (10) days after date of notification the City may return the rejected materials or supplies to the Contractor at his risk and expense.

c.) Inspections: Inspection and acceptance of materials, equipment or supplies will be made after delivery at destination herein specified. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications.

d.) Inspection at Premises: The City reserves the right to have inspectors on the premises of the manufacturers during the process of manufacture of any products being furnished under this Contract, for as long as may be considered necessary. All expenses of the inspectors shall be borne by the City, unless otherwise specified.

The presence of inspectors at the site of the manufacturers of the products shall not relieve the Contractors of responsibility for faulty workmanship of materials which may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications.

e.) Compliance: Delivery must be made as ordered and in accordance with the bid or as directed by the City. If no delivery instructions appear on an order, it will be interpreted to mean prompt delivery required. The decision of the City as to reasonable compliance with delivery terms shall be final.

f.) Delay: Should the Contractor be delayed by the City for any cause, there shall be added to the time of completion a time equal to the period of such delay caused by the City. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension.

Deliveries are to be made on or before date specified in the Contract Documents. Time is the essence of this Contract.

g.) Point of Destination: All materials shipped to the City must be shipped F.O.B. designated location, City of Joliet, Illinois. If delivery is made by truck, arrangements must be made in advance by the Contractor in order that the City may arrange for receipt of the materials. The materials must then be delivered where directed.

Truck deliveries will be accepted before 4:00 p.m. on week-days only. No deliveries will be accepted on Saturdays, Sundays, or holidays, unless previous arrangements have been made.

h.) Additional Charges: Unless purchased F.O.B. shipping point and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is substituted on order for less expensive method specified in Contract. In such cases, difference between freight or mail and express charges may be added to invoice.

i.) Method of Containers: Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the City unless otherwise definitely specified by bidder.

j.) Weight Checking: Deliveries shall be subject to reweighing over official sealed scales designated by the City. Payment shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the City.

k.) Replacement: Materials or components that have been rejected by the City shall be replaced by the Contractor at no cost to the City.

l.) Rejected Shipments: All materials or equipment delivered and not conforming in every way to the Contract Documents shall be rejected. Such rejected shipments shall be removed within five (5) working days from City premises at the Contractor's expense and be replaced at no cost to the City with a shipment that meets specifications. The decision of the City as to quality or quantity of the delivery will be considered final.

m.) Packing Slips or Delivery Tickets: All shipments or deliveries shall be accompanied by packing slips or delivery tickets, and shall contain the following information for each item delivered:

- The Purchase Order Number
- The Name of the Article and Stock Number (Supplier's)
- The City Identification Number
- The Quantity Ordered
- The Quantity Back Ordered
- The name of the Contractor

n.) Invoices: Unless otherwise specified, vendor must submit single invoice copies for each shipment. If shipment is made by freight or express, original bill of lading properly receipted must be attached to invoice. Mail all invoices to:

City of Joliet
Purchasing Division
150 W. Jefferson Street
Joliet, Illinois 60432

o.) Delivery Failures: Failure of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the City, or failure to make replacements of rejected articles when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices. Such public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City.

p.) Non-Liability: The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike the transporting carrier, act of God, act of Government, act of an alien enemy or any other circumstances which the City's sole discretion are beyond the control of the Contractor under such circumstances, however, the City may in its discretion, terminate the Contract.

q.) Damages for Late Delivery: The City shall, in its sole discretion, deduct the amount of five percent (5%) of the original contract price for each day materials, supplies or equipment are not delivered in accord with the Contract Documents, said sum representing a reasonable sum and shall be construed as liquidated damages and not a forfeiture. If deduction is made under this clause, it shall be in addition to any other remedy under these conditions and not construed as an election.

15. Payments:

a.) Payments: Payments will be made after complete performance of contract in accordance with all provisions thereof and upon receipt by the Purchasing Division of properly executed invoice. Invoices shall be paid within sixty (60) days for delivery for supplies, material or equipment.

b.) Partial Payments: Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date.

Items which have not been delivered or accepted by the City shall not be vouchered for payment. Back orders shall not be invoiced by the supplier until shipment is made.

Prepayments, partial payments, prorated payments, advance payments and additional payments for goods or services shall not be allowed to the bidder.

d.) Payment for Equipment, Installation and Testing: Unless otherwise provided, when equipment involves installation (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the price bid when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the

equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation as required.

SECTION 263213.13 – MOBILE DIESEL EMERGENCY ENGINE GENERATORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes packaged diesel engine generators for emergency use with the following features:

1. Diesel engine.
2. Alternator.
3. Unit-mounted radiator.
4. Diesel fuel-oil system.
5. Control and monitoring.
6. Generator overcurrent and fault protection.
7. Generator, exciter, and voltage regulator.
8. Outdoor engine generator enclosure.
9. Vibration isolation devices.
10. Finishes.

- B. Related Requirements:

1. Section "Transfer Switches" for transfer switches, including sensors and relays to initiate automatic-starting and -stopping signals for engine generators.

1.3 DEFINITIONS

- A. AREP: Auxiliary winding regulation excitation principle. Voltage support for the AVR comes from independent auxiliary windings located in the main stator.
- B. AVR: Automatic voltage regulator.
- C. EPS: Emergency power supply.
- D. EPSS: Emergency power supply system.
- E. Operational Bandwidth: The total variation, from the lowest to highest value of a parameter over the range of conditions indicated, expressed as a percentage of the nominal value of the parameter.

- F. PMG: Permanent magnet generator. Voltage support for the AVR comes from an independent auxiliary permanent magnet generator which is mounted on the shaft extension of the alternator.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
2. Include thermal damage curve for generator.
3. Include time-current characteristic curves for generator protective device.
4. Include fuel consumption in gallons per hour at 0.8 power factor at 0.5, 0.75, and 1.0 times generator capacity.
5. Include airflow requirements for cooling and combustion air in cubic feet per minute at 0.8 power factor, and reference air-supply temperature. Provide Drawings indicating requirements and limitations for location of air intake and exhausts.
6. Include generator characteristics, including, but not limited to, kilowatt rating, efficiency, reactances, and short-circuit current capability.

B. Shop Drawings:

1. Include plans and elevations for engine generator and other components specified. Indicate access requirements affected by height of subbase fuel tank.
2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Identify fluid drain ports and clearance requirements for proper fluid drain.
4. Design calculations for selecting vibration isolators and seismic restraints and for designing vibration isolation bases.
5. Vibration Isolation Base Details: Detail fabrication, including anchorages and attachments to structure and supported equipment. Include base weights.
6. Include diagrams for power, signal, and control wiring. Complete schematic, wiring, and interconnection diagrams showing terminal markings for EPS equipment and functional relationship between all electrical components.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For

B. Seismic Qualification Data: Certificates for engine generator, accessories, and components, from manufacturer.

1. Component Importance Factor:
2. Dimensioned Outline Drawings of Equipment Unit: With engine and generator mounted on rails, identify center of gravity and total weight[, **including full fuel tank** and each piece of equipment not integral to the engine generator, and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

- C. Source Quality-Control Reports: Including, but not limited to, the following:
 - 1. Certified summary of prototype-unit test report.
 - 2. Certified Test Reports: For components and accessories that are equivalent, but not identical, to those tested on prototype unit.
 - 3. Certified Summary of Performance Tests: Certify compliance with specified requirement to meet performance criteria for sensitive loads.
 - 4. Report of factory test on units to be shipped for this Project, showing evidence of compliance with specified requirements.
 - 5. Report of sound generation at octave bands in accordance with ISO 8528-10.
 - 6. Report of exhaust emissions showing compliance with applicable regulations.
 - 7. Certified Torsional Vibration Compatibility: Comply with NFPA 110.
- D. Field quality-control reports.
- E. Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For engine generators to include in emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Section "Operation and Maintenance Data," include the following:
 - a. List of tools and replacement items recommended to be stored at Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.
 - b. Operating instructions mounted adjacent to generator location.
 - c. Training plan.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.8 WARRANTY

- 1. 1 year parts and labor, 2 years (max of 2400 hours) on engine and alternator.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide QAS 150
- B. Source Limitations:

1. Obtain packaged engine generators and engines from a single manufacturer.
2. Obtain packaged engine generators and auxiliary components from a single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Engine generator housing, 24hr base tank engine generator, batteries, battery racks, silencers, sound attenuating equipment, accessories, and components shall withstand the effects of earthquake motions determined according to.
 1. The term "withstand" means "the unit will remain in place without separation of any parts when subjected to the seismic forces specified"
 2. Shake-table testing shall comply with ICC-ES AC156. Testing shall be performed with all fluids at worst-case normal levels.
 3. Component Importance Factor:
- B. B11 Compliance: Comply with B11.19.
- C. CSA Compliance:
 1. Comply with CSA 22.1.
 2. Comply with CSA 282.
- D. NFPA Compliance:
 1. Comply with NFPA 37.
 2. Comply with NFPA 70.
 3. Comply with NFPA 99.
 4. Comply with NFPA 110 requirements for Level 1 EPSS.
- E. Engine Exhaust Emissions: Comply with EPA NSPS requirements for emergency generators and applicable state and local government requirements.
- F. Noise Emission: Comply with ISO 8528-10 for sound measurements at 23.0 feet.
- G. Environmental Conditions: Engine generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 1. Ambient Temperature: 113 deg F.
 2. Relative Humidity: Zero to 100 percent.
 3. Altitude: Sea level to 1000 feet

2.3 ENGINE GENERATOR ASSEMBLY DESCRIPTION

- A. Factory-assembled and -tested, water-cooled engine, with brushless generator and accessories.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- C. Service Load: 120kw 150 kva
- D. Power Factor: 0.8
- E. Frequency: 60 Hz
- F. Voltage: 480/277 3ph, 240/139 3ph, 240/120 1ph-VAC.
- G. Phase: Three-phase, four-wire wye/ delta.
- H. Governor: Adjustable isochronous, with speed sensing.
- I. Mounting Frame: Structural steel framework to maintain alignment of mounted components without depending on concrete foundation. Provide lifting attachments sized and spaced to prevent deflection of base during lifting and moving.
 - 1. Rigging Diagram: Inscribed on metal plate permanently attached to mounting frame to indicate location and lifting capacity of each lifting attachment and engine generator center of gravity.
- J. Capacities and Characteristics:
 - 1. Make: Atlas Copco -Model: QAS 150-JD T4F
 - 2. Hours: new
 - 3. Engine: John Deere 6068HFG05 T4F
 - 4. Fuel tank capacity: 335 Gal. –
 - 5. Amps:
 - a. 400A main breaker, with 350MCM terminals
 - b. 3-50amp receptacles
 - c. 2-Duplex 20amp receptacles
 - 6. Voltage: -
 - a. Single Phase: 120V, 240V –
 - b. Three Phase: 240/139, 480/277
 - 7. Dual Axle Chains, Jack

2.4 DIESEL ENGINE

- A. Fuel: ASTM D 975 diesel fuel oil, Grade 2-D S15. Tier 4f
 - 1. Biodiesel content less than or equal to 7 percent.
- B. Rated Engine Speed: 1800 rpm.
- C. Lubrication System: Engine or skid mounted.
 - 1. Filter and Strainer: Select according to engine manufacturer's requirements for particle removal.
 - 2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.

3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- D. Jacket Coolant Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 1 equipment for heater capacity and with UL 499.
- E. Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine generator mounting frame and integral engine-driven coolant pump.
1. Coolant: Glycol-based antifreeze and water mixture for freeze protection to minus 30 deg F, with anticorrosion additives as recommended by engine manufacturer.
 2. Size of Radiator: Adequate to contain expansion of total system coolant, from cold start to 100 percent load condition.
 3. Expansion Tank: Rated to withstand maximum closed-loop coolant-system pressure for engine used. Equip with gage glass and petcock. Replace gage glass with a pressure sensor when gage glass is located more than 8 feet from the floor.
 4. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
 5. Coolant Hose: Flexible assembly with inside surface of nonporous rubber and outer covering of aging-, UV-, and abrasion-resistant fabric.
 - a. Rating: 50-psig maximum working pressure with coolant at 180 deg F, and non collapsible under vacuum.
 - b. End Fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.
- F. Cooling System: Closed loop, liquid cooled, with remote radiator and integral engine-driven coolant pump. Comply with requirements in Section 232113 "Hydronic Piping" for coolant piping.
1. Configuration: Horizontal air discharge.
 2. Radiator Core Tubes: As recommended by the engine manufacturer.
 3. Size of Radiator: Adequate to contain expansion of total system coolant from cold start to 100 percent load condition.
 4. Expansion Tank: Constructed of welded steel plate and rated to withstand maximum closed-loop coolant-system pressure for engine used. Equip with gage glass and petcock. Replace gage glass with a pressure sensor when gage glass is located more than 8 feet from the floor.
 5. Fan: Pusher style fan that pulls the air over the engine and through the radiator .
 6. Coolant: Glycol-based antifreeze and water mixture for freeze protection to minus 30 deg F, with anticorrosion additives as recommended by engine manufacturer.
 7. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
- G. Muffler/Silencer: Designed to meet sound attenuation levels as specified herein.

- H. Air-Intake Filter: Dual-stage, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.
- I. Starting System: Match engine ECU and genset control voltage requirements.
 - 1. Components: Sized so they are not damaged during a full engine-cranking cycle, with ambient temperature at maximum specified in "Performance Requirements" Article.
 - 2. Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.
 - 3. Cranking Cycle:
 - 4. Battery: Lead acid, with capacity within ambient temperature range specified in "Performance Requirements" Article to provide NFPA 110 specified cranking cycle without recharging.
 - 5. Battery Cable: Size as recommended by engine manufacturer for cable length indicated. Include required interconnecting conductors and connection accessories.
 - 6. Battery Compartment: Factory fabricated of metal with acid-resistant finish and thermal insulation. Include accessories required to support and fasten batteries in place.
 - a. Compartment Heater: Thermostatically controlled heater shall be arranged to maintain battery above 50 deg F regardless of external ambient temperature within range specified in "Performance Requirements" Article.
 - b. Compartment Ventilation: Provide ventilation to exhaust battery gases.
 - 7. Battery Stand: Factory-fabricated, metal with acid-resistant finish designed to hold the quantity of battery cells required and to maintain the arrangement to minimize lengths of battery interconnections.
 - 8. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation.
 - 9. Battery Charger: Current-limiting, automatic-equalizing, and float-charging type designed for lead-acid batteries. Unit shall comply with UL 1236 and include the following features:
 - a. Operation: Equalizing-charging rate of 6 A shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.
 - b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 40 deg F to 140 deg F to prevent overcharging at high temperatures and undercharging at low temperatures.
 - 1) Temperature Probe: Equip battery charger with a temperature probe on the negative cable when battery heaters are used.
 - c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.
 - d. Ammeter and Voltmeter: Flush mounted in door. Meters shall indicate charging rates.
 - e. Safety Functions: Sense abnormally low battery voltage and close contacts providing low battery voltage indication on control and monitoring panel. Sense high battery voltage and loss of ac input or dc output of battery charger. Either

condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.

- f. Enclosure and Mounting: NEMA 250, Type 1 wall-mounted cabinet.

2.5 CONTROL AND MONITORING

- A. Automatic-Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of engine generator. When mode-selector switch is switched to the on position, engine generator starts. The off position of same switch initiates engine generator shutdown. When engine generator is running, specified system or equipment failures or derangements automatically shut down engine generator and initiate alarms.
- B. Manual-Starting System Sequence of Operation: Switching on-off switch on the generator control panel to the on position starts engine generator. The off position of same switch initiates engine generator shutdown. When engine generator is running, specified system or equipment failures or derangements automatically shut down engine generator and initiate alarms.
- C. Provide minimum run time control set for 30 minutes, with override only by operation of a remote emergency-stop switch.
- D. UL 508A for ancillary controls, such as Master Control Panel mounted off the generator set.
- E. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common control and monitoring panel mounted on the engine generator. Mounting method shall isolate the control panel from engine generator vibration. Panel shall be powered from the engine generator battery.
- F. Control and Monitoring Panel:
 - 1. Digital controller with integrated LCD display, controls, and microprocessor, capable of local and remote control, monitoring, and programming, with battery backup.
 - a. PLC logic incorporating drag and drop ladder logic available for the owner/user. Logic shall be designed such that all parameters within the generator set controller can be used in addition to additional inputs and outputs.
 - b. There shall be a SCADA RTU provided for monitoring the portable generator and communication to the existing Joliet SCADA system including an Allen Bradley MicroLogix 1400 PLC, Delta HMI and CradlePoint modem. The SCADA PLC shall communicate with generator controller via modbus. The modbus address shall be provided the SCADA integrator for integration into the existing master SCADA PLC & Software application. The monitoring panel shall be programmed such that spare digital and analog inputs are configurable by the City of Joliet operator. The City of Joliet shall provide the sim-card for cellular service. The SCADA RTU components shall be mounted into a dead-front-inner-door painted steel enclosure. This SCADA RTU shall be mounted and wired on the portable generator prior to delivery.

2. Instruments: Located on the control and monitoring panel and viewable during operation.
 - a. Engine lubricating-oil pressure gage.
 - b. Engine-coolant temperature gage.
 - c. DC voltmeter (alternator battery charging).
 - d. Running-time meter.
 - e. AC voltmeter,
 - f. AC ammeter,
 - g. AC frequency meter.
 - h. Digital generator-voltage-adjusting feature to allow plus or minus 5 percent adjustment.

3. Controls and Protective Devices: Controls, shutdown devices, and common visual alarm and pre-alarm indication as required by NFPA 110 for Level [1] system, including the following with modbus serial and dry contacts:
 - a. Cranking control equipment.
 - b. Run-Off-Auto switch.
 - c. Control switch not in automatic position alarm.
 - d. Overcrank alarm.
 - e. Overcrank shutdown device.
 - f. Low water temperature alarm.
 - g. High engine temperature pre-alarm.
 - h. High engine temperature.
 - i. High engine temperature shutdown device.
 - j. Engine exhaust temperature.
 - k. High engine exhaust temperature alarm.
 - l. Overspeed alarm.
 - m. Overspeed shutdown device.
 - n. Low-fuel main tank.
 - 1) Low-fuel-level alarm shall be initiated when the level falls below that required for operation for the duration required for the indicated EPSS class.
 - o. Coolant low-level alarm.
 - p. Coolant low-level shutdown device.
 - q. Coolant high-temperature prealarm.
 - r. Coolant high-temperature alarm.
 - s. Coolant low-temperature alarm.
 - t. Coolant high-temperature shutdown device.
 - u. EPS load indicator.
 - v. Battery high-voltage alarm.
 - w. Low-cranking voltage alarm.
 - x. Battery-charger malfunction alarm.
 - y. Battery low-voltage alarm.
 - z. Lamp test.
 - aa. Contacts for local and remote common alarm.
 - bb. Generator overcurrent-protective-device not-closed alarm.
 - cc. Generator overspeed.
 - dd. Generator over and under voltage.

2.6 GENERATOR OVERCURRENT AND FAULT PROTECTION

- A. Overcurrent protective devices for the entire EPSS shall be coordinated to optimize selective tripping when a short circuit occurs. Coordination of protective devices shall consider both utility and EPSS as the voltage source.
 - 1. Overcurrent protective devices for the EPSS shall be accessible only to authorized personnel.
- B. Generator Circuit Breaker: Molded-case, complying with UL 489.
 - 1. Tripping Characteristic: Designed specifically for generator protection.
 - 2. Trip Rating: Matched to generator output rating.
 - 3. Mounting: Adjacent to or integrated with control and monitoring panel.
- C. Generator Protector: Deep Sea 7310 Microprocessor-based unit shall continuously monitor current level in each phase of generator output, integrate generator heating effect over time, and predict when thermal damage of alternator will occur. When signaled by generator protector or other engine generator protective devices, a shunt-trip device in the generator disconnect switch shall open the switch to disconnect the generator from load circuits. Protector performs the following functions:
 - 1. Initiates a generator overload alarm when generator has operated at an overload equivalent to 110 percent of full-rated load for 60 seconds. Indication for this alarm is integrated with other engine generator malfunction alarms. Contacts shall be available for load shed functions.
 - 2. Under single- or three-phase fault conditions, regulates generator to 300 percent of rated full-load current for up to 10 seconds.
 - 3. As overcurrent heating effect on the generator approaches the thermal damage point of the unit, protector switches the excitation system off, opens the generator disconnect device, and shuts down the engine generator.
 - 4. Senses clearing of a fault by other overcurrent devices and controls recovery of rated voltage to avoid overshoot.

2.7 OUTDOOR ENGINE GENERATOR ENCLOSURE

- A. Description: Vandal-resistant, sound-attenuating, weatherproof steel housing, wind resistant up to 130 mph. Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Instruments and control shall be mounted within enclosure. MTU RAL Color.
- B. Description: Prefabricated or pre-engineered, galvanized-steel-clad, integral structural-steel-framed, skin-tight enclosure, erected on concrete foundation.
- C. Description: Prefabricated or pre-engineered, galvanized-steel-clad, integral structural-steel-framed, walk-in enclosure, erected on concrete foundation.

- D. Structural Design and Anchorage: Comply with ASCE/SEI 7-10 for wind loads of up to 130 mph.
- E. Seismic Design: Comply with seismic requirements in Section 260548.16 "Seismic Controls for Electrical Systems."
- F. Hinged Doors: Manufacturer's standard construction with padlocking provisions.
- G. Muffler Location: Within enclosure.
- H. Engine-Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 100 percent of rated load for two hours with ambient temperature at top of range specified in system service conditions.
 - 1. Louvers: Fixed-engine, cooling-air inlet and discharge. Storm-proof, drainable, fixed, louvers to prevent entry of rain and snow.
- I. Sound Attenuation: 68-71 dba quiet operation
- J. 110% fluid containment
- K. Pad Lockable
- L. Undercarriage, dual axle, electric brakes,

2.8 UNDERCARRIAGE

- A. As recommended by the manufacturer to meet the following site requirements:
 - 1. Dual Axle.
 - 2. Electric Brakes.
 - 3. DOT Federal MVSS 49CFR571 approved light package
 - 4. Screw Jack leveling
 - 5. Single point lift
 - 6. D-ring tie down points x 4

2.9 FINISHES

- A. Indoor Enclosures and Components: Powder-coated finish over steel enclosure.
 - 1. Components: Liquid paint.
- B. Outdoor Enclosures and Components: Powder-coated finish over steel enclosure.
 - 1. Components: Liquid paint.

PROPOSAL

TO: The City of Joliet, Illinois

FROM: _____

(Name of Bidder)

1. The undersigned bidder, having examined and in accordance with all the Contract Documents as defined in the Instruction proposes to furnish the material, supplies, services and equipment called for in the Contract Documents for the sum as set forth in the bidding schedule portion of this proposal
2. If the Contract were awarded to the undersigned bidder, the bidder agrees to be bound by all terms in the Contract Documents.
3. If the Contract is awarded to the undersigned bidder, the bidder agrees to execute and deliver to the City all Documents in the form that they appear in the Bid Package within ten (10) days after mailing of the Notice of Award to the bidder.
4. Attached to the front cover of the Contract Documents is bid security in the amount of _____ (\$ _____00) in the form of a _____ submitted herewith in accordance with the Instructions to Bidders.
5. The entire project will be completed within _____ days after execution of the contract.
6. Bidding Schedule – See Proposal – Page 2.

FORM OF PROPOSAL

The undersigned proposes to furnish the following equipment meeting the requirements of the attached specification.

1. 120kw Atlas Copco Portable Generator \$ _____

TOTAL \$ _____

Submitted By: _____

Print Name of Company

By _____
Signature of Person Authorized to Sign Bid

Title _____

Address _____

Telephone () _____

Email _____

Date _____

CITY OF JOLIET
STATE OF ILLINOIS

PROPOSAL FORM

NOTE: ALL BLANKS ON EACH AND EVERY SHEET OF THIS PROPOSAL SHALL BE COMPLETED. FAILURE TO COMPLETE ALL BLANKS SHALL BE GROUNDS FOR REJECTION OF BIDS.

TO THE MAYOR AND CITY COUNCIL OF JOLIET, ILLINOIS:

1. PROPOSAL OF _____
(Name and Address of Bidder)

2. The plans and specifications herein referred to are those prepared by the City Engineer.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and he understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if this proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, in the respective sections, and to do all of the work, and to furnish all of the materials specified in the contract.
6. The undersigned further agrees to execute a contract for this work and present the same to the City of Joliet within fifteen (15) days after the date of the notice of the award of the contract to him.
7. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of the notice of the award of the contract, a contract bond satisfactory to and in the form prescribed by the City of Joliet in the penal sum of one hundred percent (100%) of the full amount of the contract within the terms of the contract.
8. The undersigned further agrees to begin work not later than ten (10) days after the execution of the acceptance of the contract and contract bond, unless otherwise

provided and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within **60 consecutive calendar days** after execution of the contract, by both parties, unless additional time shall be granted by the Engineer in accordance with provisions of the specifications.

In case of failure to complete the work in or before the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the City of Joliet shall withhold, from each sums as may be due him under the terms of this contract, the costs, set forth in the specifications of the contract, which costs shall be considered and treated not as a penalty but as damages due to the City of Joliet from the undersigned by reason on inconvenience to the public, added cost of engineering and supervision and other items which have caused an expenditure of public funds resulting from the failure of the under signed to complete the work within the time specified in the contract.

9. Accompanying this proposal is a bank draft, bank cashier's check, bid bond or a certified check, complying with the requirements of the specifications, made payable to the City of Joliet.

THE AMOUNT OF THE CHECK OR DRAFT IS (\$ _____

If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required within, it is hereby agreed that the amount of the check or bank draft shall become the property of the City of Joliet and shall be considered as payment of damages due to delay and other causes suffered by the City of Joliet because of the failure to execute said contract and contract bond; otherwise said check or draft, shall be returned to the undersigned.

10. All bidders must furnish current financial statement with the bid.
11. All bidders must furnish a list of equipment available for and to be use on this project with their bid.
12. The undersigned will complete the project for the following price:

Total Bid Amount for Determination of Lowest Bid _____ Dollars
(\$ _____).

13. The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

1. Addendum # _____ Dated _____

2. Addendum # _____ Dated _____

14. This set of contract documents shall remain intact and shall be submitted in its entirety with the proposal.

(IF AN INDIVIDUAL)

SIGNATURE OF BIDDER _____ (SEAL)

BUSINESS ADDRESS _____

(IF A CO-PARTNERSHIP)

FIRM NAME _____ (SEAL)

SIGNED BY _____ (SEAL)

BUSINESS ADDRESS _____

Insert Names and _____

Addresses of All _____

Members of the firm _____

(IF A CORPORATION)

CORPORATE NAME _____

SIGNED BY _____

President

BUSINESS ADDRESS _____

(CORPORATE SEAL)

PRESIDENT _____

Insert SECRETARY _____

Names of OFFICERS TREASURER _____

ATTEST: _____

Secretary

CONTRACT SPECIFICATION - DEVIATIONS AND SUBSTITUTIONS

Pursuant to Section 15 of the Instructions to Bidders, please list any and all deviations and substitutions made in the Contract Specifications here:

All deviations or substitutions must meet or exceed the specifications.

SUBMITTED BY:

Print Name of Company

BY: _____
Signature of person authorized to sign bid

TITLE _____

ADDRESS _____

PHONE (____) _____

DATE _____

(NOTE: These affidavits must be completed by an authorized representative of the bidder)

AFFIDAVITS

Business Status of Bidder

BIDDER/APPLICANT:

Name

Principal place of business

Address

City, State, Zip Code

The Bidder is a:

_____ *Corporation*
_____ *Partnership*
_____ *Limited Liability Company*
_____ *Sole Proprietorship*
_____ *Other (please explain: _____)*

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is:

Name

Address

City, State, Zip

The officers of the corporation are:

President

Secretary

Vice President

Treasurer

The Corporation is authorized to do business in the State of Illinois

Limited Liability Company

The state of registration is: _____

The registered agent of the Limited Liability Company in Illinois is:

Name _____

Address _____

City State Zip _____

The registered office of the Limited Liability Company in Illinois is:

Address _____

City State Zip _____

The managers and members of the Limited Liability Company are:

Name

Name

Address

Address

City, State

City, State

The LLC is authorized to do business in the State of Illinois

Sole Proprietorship

The address of the sole proprietor is:

Address

City, State

The sole proprietor transacts business in Illinois under the following assumed names:

BID RIGGING AND BID ROTATING

Section 2: That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
- C. The bid is genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

Section 2a

NON-COLLUSION

- A. No officer or employee of the City of Joliet has a direct or indirect pecuniary interest in this bid.
- B. No officer or employee of the City of Joliet has disclosed to the bidder any information related to the terms of a sealed bid.
- C. No officer or employee of the City of Joliet has informed the bidder that the bid will be accepted only if specified persons are included as subcontractors.
- D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the City of Joliet.
- E. This bid is made without the benefit of information obtained in violation of law.

Section 3. The undersigned further states that: (circle A or B)

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.

Section 4. The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

***THE REQUIREMENTS OF THE
ILLINOIS DRUG FREE WORKPLACE ACT***

Section 5. The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;
- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Joliet, the employees will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring the in the workplace not later than five (5) days after such a conviction.

- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The aforementioned company's policy of maintaining a drug free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the City of Joliet and to post the statement in a prominent place in the workplace;
- F. Notifying the City of Joliet within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- A. Take appropriate personnel action against such employee up to and including termination;
or
- B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

Section 7. The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Joliet because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

Section 8. The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Section 9. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section 10. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 11. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under

which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

Section 12. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Section 13. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

Section 14. In the event that this contract is subject to Executive Order 11246, Seller certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit its employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

THE AMERICANS WITH DISABILITIES ACT

Section 15. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the Joliet Accessibility Code.

Signed by: _____
[name]

[title]

Subscribed and Sworn to before me this _____ day of _____, **20**_____.

By: _____
Notary Public

-seal-

STATE OF ILLINOIS)

COUNTY OF WILL)
) SS.

*NOTE: THIS AFFIDAVIT MUST BE
 *COMPLETED BY THE CHIEF OFFICER
 *OF THE BIDDER

**AFFIDAVIT
 REGARDING BIDDER AVAILABILITY**

The undersigned, _____, being first duly sworn on oath and being duly authorized to make this Affidavit, hereby declares that the following is a true and correct statement relating to All uncompleted contracts of the undersigned for Federal, State, County, City and private work, including All subcontract work; and all pending low bids not yet awarded or rejected; and equipment available.

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	Awards Pending	
County and Section No.							
Contract With							
Estimated Completion Date							
Total Contract Price							Total
Uncompleted Dollar Value							

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces. All work subcontract TO others will be listed on the reverse of this form. In a joint venture list only that portion of the work to be done by your company.

							TOTALS
Excav. Grading & Clearing							
Portland Cement Concrete Paving							
Bituminous Hot Mix Surface							
Bituminous Aggregate Mix							

Aggregate Bases & Surface							
Structures							
Drainage							
Electrical							
Curb & Gutter							
Sewer							
Water							
Sidewalks							
Demolition							
Other/Explain							
Totals							

Date Equipment Available For Work							
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(SIGNATURE)

(PRINT NAME)

(TITLE)

Subscribed and Sworn to before me this
 _____ day of _____, AD, **2024**.

 NOTARY PUBLIC

STOP*

CHECK THE FOLLOWING LIST TO MAKE SURE THAT YOUR BID CONTAINS ALL OF THE REQUIRED DOCUMENTS.

- _____ 1. BID SECURITY
- _____ 2. FLASH DRIVE
- _____ 3. BID PROPOSAL
- _____ 4. ALL AFFIDAVITS, SIGNED & NOTARIZED

FAILURE TO INCLUDE ANY ONE OR ALL OF THE ABOVE MAY CONSTITUTE SUITABLE GROUNDS FOR REJECTION OF YOUR BID.

***(FOR CONSTRUCTION CONTRACTS ONLY)**

AGREEMENT

THIS AGREEMENT is entered into on the date stated below by and between the between the City of Joliet, an Illinois Municipal Corporation (hereinafter "City") and _____ (hereinafter "Contractor").

In consideration of the mutual promises of the parties set forth in the Contract Documents, the Contractor agrees to timely perform all work, furnish all labor and materials necessary for the proper completion of the work; and the City agrees to pay for the work as set forth in the Contract Documents. The Contractor further agrees to comply with the provisions of the *Prevailing Wage Act* (820 ILCS 130/1 et seq.).

The Contract Documents shall consist of the following documents which are hereby made part of this Agreement as if recited at length herein:

- 1) **Legal Notice to Bidders**
- 2) **Instruction to Bidders**
- 3) **General and Special Conditions**
- 4) **Specifications and Drawings**
- 5) **Proposal Schedule (consistent with Contract Documents)**
- 6) **Affidavits**
- 7) **Performance Bond and Payment Bond**
- 8) **Addenda**

IN WITNESS WHEREOF, the City and the Contractor, by their duly authorized representatives have hereunto set their hands this day _____.

**CITY OF JOLIET,
an Illinois Municipal Corporation,**

By: _____
**Beth Beatty
City Manager**

**Print name of
Contractor** _____

By: _____

Print Name: _____

Attest: _____
**Lauren O'Hara
City Clerk**

Title: _____

Approved as to form:

**Todd Lenzie
Interim Corporation Counsel**