



Engine Generator Set Replacement

RFB 12-2016

Metro Parks and Environmental Services Department

600 NE Grand Ave.
Portland, OR 97232
503-797-1700

Project Manager

Rob Smoot
Rob.smoot@oregonmetro.gov
503-797-1689

Procurement Analyst

Karen Slusarenko
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503-797-1809

Notice is hereby given that bids for RFB 12-2016 for Engine Generator Set Replacement shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until 2:00 p.m. on December 20, 2011. It is the sole responsibility of the bidder to ensure that Metro receives the Bid by the specified date and time. All late Bids shall be rejected. Bidders shall review all instructions and contract terms and condition.



600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Public Improvement Project Request for Bid (RFB 12-2016)

Metro Parks and Environmental Services Department hereby requests sealed bids for an Engine Generator Set Replacement. Bids are due (postmarks and faxes are not accepted for formal bids) no later than the date and time indicated on the RFB cover page, at Metro, 600 NE Grand Avenue, Portland, OR 97232, Attention: Karen Slusarenko. First Tier Subcontractor and Good Faith Effort forms are due from all bidders within two (2) hours of the bid due time or the bid will be considered non-responsive.

All bids must be submitted in sealed envelopes that clearly identify the item(s) as stated in the RFB. Bidding documents, (including plans and specifications depicting the work) may be viewed at the Metro website, www.oregonmetro.gov under "Doing Business".

All bids must conform to the RFB format and be complete including the use of any required forms. Metro may accept or reject any or all bids, in whole or in part, or waive irregularities not affecting substantial rights if such action is deemed in the public interest.

Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, creed, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

Metro extends equal opportunity to all persons and specifically encourages minority, women-owned, and emerging small businesses to access and participate in this and all Metro projects, programs and services.

A Voluntary Pre-Bid Conference is scheduled for all potential prime and sub-contractors on December 13, at 9:00 a.m. at Metro Central Station, 6161 NW 61st Street, Portland. Interested sub-contractors are also invited.

This project will be subject to prevailing wage requirements as established by the Oregon Bureau of Labor and Industries (BOLI). By submitting a bid, all bidders certify that they will pay and comply with minimum prevailing wage requirements of ORS 279C.800-279C.870.

For all construction projects over \$25,000, all bidders must be appropriately licensed with the Construction Contractors Board or the State Landscape Contractors Board. (ORS 279C.365 (1)(k)).

Metro Code provisions 2.04.100 and 200 require all Bidders/Proposers to follow and document a specific good faith outreach effort to State certified Minority, Women and Emerging Small Businesses. Certification of good faith compliance and a declaration of any actual utilization pursuant to both programs are required within two (2) hours of Bid closing.

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INVITATION TO BID

Metro is requesting bids for Engine Generator Set Replacement. Sealed bids must be enclosed in a sealed envelope and mailed or delivered to Metro, 600 NE Grand Avenue, Portland, Oregon 97232-2736, to the Karen Slusarenko, no later than the date and time indicated on the RFB cover page, and will be publicly opened and read at that time in Room 270.

Description of Work

Bidding documents are available on Metro's website.

The contract contemplated consists of replacing an existing engine generator set with a new engine generator set with minimum output of 300kW. The work shall include removing the existing generator set from the site, installing a new generator set and equipment, also electrical work, and misc. appurtenances. The work includes all labor, equipment, and materials required to design, construct, fabricate and install all components to provide a fully operational engine generator set as described by the contract documents. The work will also require the services of the engine generator set manufacturer's service representative for commissioning and training. The contractor must determine the best method for removing the old generator from the room it is located in and moving the new generator into its place.

The length of the contract will be February 1, 2012 to June 30, 2012. The new engine generator set must be commissioned for use, and punchlist work completed, prior to June 30, 2012.

Qualifications

Contractor must have five (5) or more years of successful experience in the area(s) of commercial generator installing. Qualifications and references shall be supplied with bid. Metro reserves the right to evaluate, approve or reject firms on the basis of their review.

Bidder must identify the following in the bid submittal:

1. Equipment available to conduct the work.
2. Description of expertise to perform the work.
3. Projects of similar scope completed in the last five years.
4. Number of full-time employees to be assigned to the project.
5. References for projects of similar scope completed in the last five years.
6. Disclosure of any claims or suits in which the Bidder was found "not responsible" under Oregon public contracting laws.
7. Indication of satisfactory record of integrity in accordance with standards for Conduct Disqualification under OAR 137-049-0370.

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INSTRUCTIONS TO BIDDERS

BID

Metro is soliciting Bids for an Engine Generator Set Replacement. Bids must be enclosed in a sealed envelope and mailed or delivered to, Metro, 600 NE Grand, Portland, Oregon 97232-2736, Attention: Karen Slusarenko, RFB 12-2016.

All bids must be received no later than the date and time indicated on the RFB cover page, and will be publicly opened and read at that time. First Tier Subcontractor and Good Faith Effort forms are due from all bidders within two (2) hours of the bid due time or the bid will be considered non-responsive. A bid may not be submitted by facsimile (FAX) transmittal or electronically by email.

The outside of the envelope shall plainly identify the subject of the Bid, the opening date, and the Bid number.

All bids must be clearly and distinctly typed or written with ink or indelible pencil. All blank spaces must be completed. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the Bid, or their authorized representative.

Written amounts shall be shown in both words and figures. Words shall govern in cases of discrepancy between the amounts stated in words and the amounts stated in figures.

All bids must be on the form furnished by Metro or they may be rejected by Metro. Where plans and specifications are attached to the bid, the Bidder must return them with the bid response.

COST OF BID

This Request for Bid does not commit Metro to pay any costs incurred by any Bidder in the submission of a bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

ERRORS/OMISSIONS

Any Bid may be deemed non-responsive by the Procurement Officer if it is: Not on the Bid forms provided; contains errors or omissions, erasures, alterations, or additions of any kind; proposes prices which are unsolicited or obviously unbalanced; or not in complete conformance with any and all conditions of the bidding documents.

ADDENDA TO PLANS OR SPECIFICATIONS

Requests for additional information or interpretation of the contract documents shall be delivered to the Karen Slusarenko, Karen.slusarenko@oregonmetro.gov, in writing at least five (5) business days prior to the Bid opening date and time. If, in the opinion of Metro, additional information or interpretation is needed by the Bidders, an addendum will be issued to all known specification holders. The provisions of any written addenda issued by the Procurement Officer at least seventy two (72) hours prior to the Bid opening date and time shall be binding upon the Bidders, and failure of a Bidder to obtain such addenda shall not excuse compliance therewith by the successful bidder.

MODIFICATION OF BID

An offer to modify the bid that is received from the successful Bidder after award of contract that makes the terms of the Bid more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Bidder.

WITHDRAWAL OF BIDS

A Bidder may withdraw its bid in person, or by written or telegraphic request, which are received prior to the scheduled closing time for filing Bids. A bid may not be withdrawn by facsimile (FAX). Negligence on the part of the Bidder in preparing his bid confers no right to withdraw the bid after the scheduled closing time for filing Bids.

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LATE BID

Bids received after the scheduled closing time for filing Bids will be returned to the Bidder unopened, unless such closing time is extended by Metro in writing.

EXECUTION

Each Bid shall give the Bidder's full business address and bear its legal signature.

Bids by partnerships must list the full name of all partners and be signed by a partner or agent authorized to execute the contract on behalf of the partnership and identified by printed name and title.

Bids by corporations must bear the legal name of the corporation, the name of the state of incorporation, and the signature of the officer or agent authorized to legally bind the corporation.

Upon request by Metro, satisfactory evidence of the authority of the partner or officer shall be furnished.

If an agent who is not an officer of the corporation or a member of the partnership signs the Bid, a notarized Power of Attorney must be on file with Metro prior to the opening of Bids or be submitted with the Bid. Without such notice of authority, the Bid shall be considered improperly executed, defective and therefore non-responsive.

A Bid submitted by a joint venture must include a certified copy of the terms and conditions of the agreement creating the joint venture.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

It is understood that the Bidder, before submitting a Bid, has made a careful examination of the plans, specifications, and contract; that it has fully informed itself as to the quality and quantity of materials and the character of the work required; and that it has made a careful examination of the location and condition of the work and the sources of supply for materials.

COMPLIANCE

Each Bidder shall inform itself of, and the Bidder awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects.

ELIGIBILITY

Prior to submitting a Bid, all Bidders (and subcontractors of bidders) on public works/construction projects are required to be appropriately registered with the State of Oregon Construction Contractors Board pursuant to ORS 701.035.

EQUAL EMPLOYMENT AND NONDISCRIMINATION

Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

PERMITS AND LICENSES

Each Bidder shall obtain and include in their Bid the cost for all trade permits and licenses, which may be required to perform the contract.

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CONFLICT OF INTEREST

A Bidder filing a bid thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this Bid or has participated in contract negotiations on behalf of Metro; that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for Bids; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

IMMATERIAL VARIANCES

Metro reserves the right to determine whether equipment or materials that comply substantially in quality and performance with the specifications are acceptable to Metro, and whether any variance listed by the Bidder in a bid is material or immaterial.

LATEST MODEL

Parts and materials must be new, of latest model, of current date, and meet specifications. This provision excludes all surplus, remanufactured, and used products, unless such material is proposed in lieu of items specified.

"OR APPROVED EQUAL" CLAUSE

In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of materials may be specified, either by description of process or by designating a manufacturer by name and referring to his brand or product designation, or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment, or materials of equal value, utility or merit.

Whenever a process is designated or a manufacturer's name, brand, or product is described, it shall be understood that the words, "or approved equal" follow such name, designation, or description, whether in fact they do so or not.

If a Bidder proposes to furnish an item, process or material which it claims to be of equal utility to the one designated, then:

1. Bidder shall submit as part of their Bid, a written statement describing it together with supporting data and details sufficient to permit Metro to evaluate the same.

If the product contains chemical properties, the relevant Material Safety Data Sheets (MSDS) shall be included to document all health and physical hazards, chemical ingredients, exposure limits, personal protective equipment for handling and use, and emergency procedures in response to unanticipated spills or environmental release.

2. Metro may require demonstration, additional tests, and additional data, all to be supplied at the expense of the Bidder.
3. Metro shall in its sole discretion determine if an item submitted as an alternate or approved equal is "equal" or "equivalent".

RECYCLABLE PRODUCTS

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the work set forth in this contract document.

RECYCLED PRODUCTS AS BID ITEMS

Oregon Law (ORS 279A.125) requires Metro and all public agencies to give preference to materials and supplies manufactured from recycled materials.

All Bidders are therefore required to specify the exact or minimum percentage of recycled paper and fiber type in all paper products or recycled content in all other products offered, plus both the post-consumer and secondary waste content of the products offered.

Only Bids submitted with such information shall receive preference consideration and post Bid declaration or discovery shall not be allowed.

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TERMS

A Bid may be rejected if it requires payment in less than thirty (30) calendar days after an approved invoice date or if it requires payment, in whole or in part, less than fifteen (15) days after invoice approval prior to delivery.

PRICES

All prices submitted shall be firm during the contract period. If unit prices are requested, they should be provided for each unit on which there is a Bid. In case of mistake in extension of price, unit prices shall govern. All prices shall be Freight on Board (F.O.B.) the destination designated by Metro.

WARRANTY/GUARANTY

Each Bid for the furnishing of materials and equipment shall provide an explanation of both the Bidder's and manufacturer's warranties on materials and workmanship.

Every Bid shall indicate any warranty costs to Metro, including but not limited to, all parts, labor, and shipping costs required for compliance with any specific requirement(s) contained in the special conditions.

Each Bidder on a public works/construction project shall provide at minimum a one-year guaranty on all materials and workmanship.

SERVICE

Each Bidder shall furnish detailed information on any service facilities, locations, and procedures as well as information on any maintenance agreements or contracts available to Metro.

BID SECURITY

All bids must be accompanied by bid security in the form of a cashier's check, certified check, irrevocable letter of credit, or a bid bond issued by a surety authorized to conduct such business in Oregon. Security shall be in the amount of five percent (5%) of the total bid price. The bid security shall serve as a guarantee that the bidder will not withdraw the bid for a period of sixty (60) days after bid opening, and if awarded the contract, will execute the Metro contract and furnish all required bonds and insurance within the time frame specified.

The Attorney-in-Fact who executes any bond on behalf of the surety must attach a notarized copy of his or her Power of Attorney as evidence of authority to bind the surety on the date of bond execution.

Bid securities will be held until the Contract has been fully executed, after which all Bid securities, other than those which have been forfeited, will be returned to the respective Bidders whose Bid they accompanied.

RESIDENT/NON-RESIDENT BIDDER

Oregon law requires Metro, in determining the lowest responsive Bidder, to add a percent increase on the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which that Bidder resides. Therefore, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Oregon during the last twelve (12) months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid that it is a "resident Bidder."

EXPERIENCE AND ABILITY TO PERFORM THE WORK

Upon request, Bidders must present all necessary information indicating that the Bidder has met the standards of responsibility set forth in ORS 279B.110. Metro will make the final determination as to whether or not the Bidder is qualified to perform the work.

The Contractor and/or First Tier sub-contractor shall provide a list of three (3) different project references with their Bid submission. These references will be contacted regarding the quality of workmanship and service that the Bidder or sub-contractors have provided on projects of comparable size and scope. The Bidder shall submit this information using the Contractor Qualification Statement.

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BASIS OF AWARD

The award shall be made to the responsible Bidder submitting the lowest responsive bid submitting the lowest total BASE BID. Metro reserves the right to consider any and all alternates offered by the selected Bidder.

Any determination of bidder's responsibility or responsiveness is subject to review and determination by the Office of the Metro Attorney as to legal sufficiency. Metro reserves the right to accept or reject any and all bids in whole or in part and to waive any irregularities in the best interest of Metro. Only those bidders that, in the sole opinion of Metro, meet the minimum experience requirements shall be considered to be responsible bidders.

In the event all Bids exceed the engineer's estimate, Metro reserves the right to negotiate with the selected low Bidder in an effort to meet the project budget.

NOTICE OF AWARD

Within twenty (20) calendar days after the opening of Bids, Metro will accept one of the Bids, or combination of Bids, or reject all Bids in accordance with the Basis of Award. The acceptance of the Bid will be by written Notice of Award, mailed or delivered to the office designated in the Bid. The Notice of Award shall not entitle the party to whom it is delivered to any rights whatsoever.

APPEAL OF CONTRACT AWARD

Aggrieved bidders who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand Avenue, Portland, OR 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

CONTRACT

Within seven (7) business days of receipt of the contract from Metro, the Successful Bidder shall sign and deliver the Contract to Metro, along with all required insurance certificates and bonds listed below.

BONDS

Contractor shall provide the following on Metro's standard bond forms:

- A Performance Bond in an amount equal to 100 percent of the contract price.
- A Labor and Materials bond in an amount equal to 100 percent of the contract price.

INSURANCE AND WORKERS COMPENSATION

Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

1. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
2. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
3. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
4. If required by the Scope of Work, Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

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Contractor shall provide to Metro 30 days notice of any material change or policy cancellation.

Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to Metro.

Contractor, and all subsequent subcontractors and suppliers performing work pursuant to this contract shall provide Workers' Compensation benefits as required by and in accordance with all applicable state and federal laws.

COMMENCEMENT OF WORK

Prior to starting work on a contract or sub-contract for a public works project, a contractor or sub-contractor shall file a public works bond with the Construction Contractors Board. Bond shall be from a corporate surety authorized to do business in the state of Oregon and be in the amount of \$30,000 and shall comply with all other requirements of ORS 279C.800 to 279C.870. Contractor shall provide written documentation of bond number(s) of bond(s) for contractor and all sub contractor(s) to Metro Project Manager with original bid or prior to starting project work.

Contractor shall only commence work on this project upon receipt of a Notice to Proceed issued by Metro.

FOREIGN CONTRACTOR

A Contractor that is not domiciled in or registered to do business in the State of Oregon shall, upon execution of a contract in excess of \$10,000, promptly report the total contract price, terms of payment, length of contract and all other required information to the Oregon Department of Revenue. Compliance shall be documented and Metro shall be fully satisfied as to complete compliance prior to release of final payment.

NOTICE OF ASSIGNMENT

Metro will not recognize any assignment or transfer of any interest in this contract without the prior written consent of the Procurement Officer and the Metro Attorney.

HAZARD COMMUNICATION

The Contractor shall be required to strictly adhere to, coordinate with Metro and document full compliance with the policies and procedures of the Oregon Occupational Health and Safety Code, OAR Chapter 437, Division 155, Hazard Communication.

Therefore, the Contractor and all subcontractors and suppliers within his or her control shall notify Metro and all parties to the agreement as to:

- > Hazardous materials to which they may be exposed on site;
- > Employee measures to lessen the possibility of exposure;
- > All contractor measures to reduce the risk;
- > Procedures to follow if exposed.

The Contractor shall provide Metro with all Material Safety Data Sheets (MSDS) prior to delivery or introduction of the material on site. For further information or clarification, contact the Metro Risk Management Division at 503-797-1622.

PATENTS

The Contractor agrees to protect, to defend (if Metro requests) and save the agency harmless against any demand for payment for wrongful or unauthorized use of any patented material, process, article, or device that may enter into manufacture, construction, or forms a part of the work covered by this contract.

INVOICES, PAY APPLICATIONS

Invoices/pay applications shall be prepared and submitted to Project Manager unless otherwise specified. Invoices shall contain the following information: Contract number, item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals.

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LAW OF STATE OF OREGON

This contract is entered into within the state of Oregon, and the law of said State, whether substantive or procedural, shall apply and be followed with respect to this contract.

PREVAILING WAGE

The contractor, and all subcontractors and suppliers, shall be required to comply with ORS 279C.800 through 279C.870 and ensure that all workers are paid not less than, and in accordance with, the Prevailing Wages published by the Oregon Bureau of Labor and Industries. This project is covered by appropriate Bureau of Labor and Industries (BOLI) prevailing wage rates available at <http://www.boli.state.or.us> or by calling the State of Oregon Bureau of Labor and Industries at 971-673-0839. If the project is subject to Davis-Bacon Act (40U.S.C. 276A), Contractor and all sub-contractors shall pay the higher rate of state or federal prevailing wages.

Bureau of Labor and Industries
Wage and Hour Division, Prevailing Wage Unit
800 NE Oregon Street, #32
Portland, OR 97232
www.boli.state.or.us

CERTIFIED PAYROLL

The Contractor and all sub-contractors, in compliance with ORS 279C.845, shall file certified payroll statements with Metro Project Manager to be due once per month by the fifth business day of the following month. Metro shall retain 25% of any amount earned by Contractor if certified payrolls are not submitted as required. Contractor shall retain 25% of sub-contractor earnings if sub-contractor certified payrolls are not submitted as required. Upon receipt of appropriate certified payrolls, Metro and Contractor shall release any amounts so retained within fourteen (14) days.

MINORITY, WOMEN AND EMERGING SMALL BUSINESS PROGRAM

In the event that any subcontracts are to be utilized in the performance of this agreement, the Bidder's attention is directed to Metro Code Section 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) sub-contractors to the maximum extent practical. Copies of these MWESB requirements are available from Metro Procurement Services, 600 NE Grand Avenue, Portland, OR 97232 or by calling 503-797-1648.

NOTICE TO ALL BIDDERS

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Bidders should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all bids submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions before making a final determination regarding the issuance of the Notice of Intent to Award the agreement arising from this procurement. By submitting a bid in response to this procurement, bidders acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, bidders acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.

Public Improvement Bid Response (RFB 12-2016)

CONTENTS

Note: The following documents (1-12) **must be returned** as part of the bid response or the bid will be considered non-responsive.

	Bid Response Packet Contents	Due By Bid Due Date and Time	Due Within Two Hours of Bid Closing	Due Within Seven Days of Award Notification
1	Bidder's Checklist	✓		
2	Bid Forms	✓		
3	Schedule of Bid Prices	✓		
4	First-Tier Subcontractor Disclosure Form		✓	
5	Addenda/Surety	✓		
6	Good Faith/ MBE/WBE/ESB Program Form		✓	
7	Resident/Non-Resident Bidder Status	✓		
8	Contractor Qualification Statement	✓		
9	Certificate of Compliance for Recycling	✓		
10	Drug Certification Form	✓		
11	Signature Page	✓		
12	Non-Collusion Affidavit	✓		
13	Bid Bond			✓



600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Public Improvement Bid Response (RFB 12-2016)

BIDDER'S CHECKLIST

FIRM _____
 NAME _____
 MAILING ADDRESS _____
 PHONE _____ FAX _____ EMAIL _____

BIDDER REPRESENTS/CERTIFIES/ACKNOWLEDGES AS PART OF THIS OFFER THAT:

Contractor shall check or complete all applicable boxes

**To Be Submitted by Bid Due Date and Time as indicated on the RFB cover page
 BID WILL BE CONSIDERED NON-RESPONSIVE WITHOUT THE FOLLOWING DOCUMENTS**

1. **BID**
2. **BID BOND:** Bidder has complied with Metro's requirements for 5% bid surety and guarantees that this bid is irrevocable for the period specified herein.
3. **CONFLICT OF INTEREST:** Bidder hereby certifies that no officer, agent, or employee of Metro has participated on behalf of Metro in preparation of this bid, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same work, and the Bidder is competing solely in its own behalf without connection or obligation to any undisclosed person or firm.
4. **RESIDENT/NON-RESIDENT:** Undersigned Bidder states that it is a resident or non-resident of the state of Oregon. State in which Bidder resides: _____
5. **TYPE OF BUSINESS ORGANIZATION:** Bidder operates as an individual, a corporation, incorporated under the laws of the state of _____, a non-profit organization, a partnership. (If partnership, attach names of the partners)
6. **OREGON LICENSE:** If a corporation, it is, or is not, licensed with Oregon Corporation Commission
7. **REGISTRATION NO:** _____ with Construction Contractors Board.
8. **METRO CONTRACTOR QUALIFICATION STATEMENT**
9. **CERTIFICATE OF COMPLIANCE FOR RECYCLING**
9. **CERTIFICATE OF EMPLOYEE DRUG TESTING PROGRAM**
10. **DOING BUSINESS AS:** Provide any assumed names utilized.

TO BE SUBMITTED IN SEPARATE ENVELOPE WITHIN TWO HOURS OF BID DUE DATE AND TIME

1. **FIRST TIER SUBCONTRACTOR DISCLOSURE FORM***
2. **MBE/WBE/ESB PROGRAM FORMS***

PRIOR TO AWARD:

- Financial records** and other information in accordance with ORS 279C at the option of Metro's Project Manager
- Performance Bond:** Cost of the Bond shall be included in the Bid.
- Labor and Materials Bond:** Cost of the Bond shall be included in the Bid.

Bond amounts shall each equal 100% of contract total, or as stated in RFB.

NAME AND TITLE OF PERSON AUTHORIZED TO
CONTRACT/SIGN OFFER (TYPE OR PRINT)

SIGNATURE OF AUTHORIZED PERSON



600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Public Improvement Bid Response (RFB 12-2016)

BID FORMS

NOTE TO BIDDER: Bidders must provide all of the information requested in this Bid. Bidder should type or use ink for completing this Bid.

To: Metro Procurement Office, 600 N.E. Grand Avenue, Portland, OR 97232

Bidder: _____

Address: _____

Bidder's Contact: _____ Telephone: _____ Date: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of Metro, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that it has carefully examined the Contract Documents for the completion of the Work, has personally inspected the Site, has satisfied itself as to the Work involved, and that this Bid is made in accordance with the provisions and under the terms of the Contract Documents, which are hereby made a part of this Bid.

Any printed matter on any letter or paper enclosed herewith which is not part of the Bidding Documents or which was not requested by Metro is not to be considered a part of this Bid, and the undersigned agrees that such printed matter shall be entirely disregarded and, notwithstanding such printed matter, that the Bid is a bid to do the Work and furnish the labor and materials and all other things required by the Contract Documents strictly within the time and in accordance with such Specifications. This Bid is irrevocable for sixty- (60) days following the date of the opening of Bids.

BID SECURITY

Bid security in the form of a certified check, cashier's check, irrevocable letter of credit or bid bond as further described in the Instructions for Bidders and in the amount of five percent (5%) of the total bid price is enclosed herewith and is subject to all the conditions stated in the Instructions for Bidders.

CONTRACT EXECUTION, BONDS AND INSURANCE

The Bidder agrees that if this Bid is accepted, it will, within seven (7) days after award of the Contract by the Metro Council, sign the Construction Agreement in the form annexed hereto, and will at that time deliver to Metro the Performance Bond and the Labor and Materials Payment Bond required herein and in the form annexed hereto, along with all certificates of insurance and certified copies of insurance policies specified and required in these Contract Documents, and will, to the extent of its Bid, furnish all machinery, tools, apparatus, and other means of operation and construction and do the Work and furnish all the materials necessary to complete all Work as specified or indicated in the Contract Documents

COMMENCEMENT OF WORK AND CONTRACT COMPLETION TIME

The time frame for the award and execution of this Contract shall be as described in the Instructions for Bidders and other Contract Documents. The Successful Bidder further agrees to commence the Work within five (5) days of issuance of the Notice to Proceed and to diligently prosecute the Work to its final completion in accordance with the Contract Documents.

ADJUSTED PAYMENTS

In the event the Bidder is awarded the Contract and fails to complete the Work in compliance with the time required by the Contract Documents, adjusted payments shall be paid to Metro as described in the Supplemental Conditions.

SALES AND USE TAXES

The Bidder agrees that all applicable federal, state and local sales and use taxes are included in the stated bid prices for the Work.

LUMP SUM AND UNIT PRICE WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the listed lump sum and unit price amounts. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

PREVAILING WAGES FOR PUBLIC WORK

Bidder hereby certifies that the provisions of ORS 279C.800 - 279C.870, regarding prevailing wages, shall be complied with on this project.

Public Improvement Bid Response (RFB 12-2016)

SCHEDULE OF BID PRICES

The Bidder, whose legal signature binding the Bidder to the bid process indicated on these pages is found on the signature page, hereby bids as follows:

Item	Description	Qty	Unit	Total Amount
1	General Conditions (insurance, bonds, etc.)	1	LS	\$
2	Removal of existing engine/generator	1	LS	\$
3	Installation of new engine/generator	1	LS	\$
Construction Cost Base Bid Price				\$
Total Base Bid Price (in words)				DOLLARS

Note: If any of the items listed on the Bid Schedule contain recycled product (see Certificate of Compliance for Recycling), the bidder shall specify the amounts of such product in an attachment to the Bid Form. If no attachment is included, the amount of recycled product in the items listed will be considered to be zero for the purpose of this bid. Metro reserves the right to reject any or all bids.

Print Name of Company _____

Print Name of Bidder _____

Signature _____

Title _____

Public Improvement Bid Response (RFB 12-2016)

BID ALTERNATES				
Item	Description	Qty	Unit	Total Amount
	Add Alternate #1 - Furnish and install one remote annunciator panel on the wall outside of the mechanical room, including rigid steel conduit and conductors from the generator.			
	Price for Add Alternate #1 (in words)			
	(DOLLARS)			
	Add Alternate #2 - (enter description)			
	Price for Add Alternate #2 (in words)			
	(DOLLARS)			
	Add Alternate #3 - (enter description)			
	Price for Add Alternate #3 (in words)			
	(DOLLARS)			

Note: The Allowance for Incidental Unforeseen Items will be paid for only upon a pricing agreement for the extra work prior to beginning the Work. The work may be on a time and material basis or lump sum pricing submitted by Contractor and agreed upon by Metro's Project Manager.

Print Name of Company _____

Print Name of Bidder _____

Signature _____

Title _____

Public Improvement Bid Response (RFB 12-2016)

ADDENDA

The Bidder is presumed to have read and hereby acknowledges receipt and acceptance of Addenda Numbers:

(Insert No. and Date of Each Addendum Received)

SURETY

If the Bidder is awarded a Contract on this Bid, the surety or sureties who provide(s) the Performance Bond and Labor and Materials Payment Bond will be:

SURETY

ADDRESS

1. _____

2. _____

Print Name of Company _____

Print Name of Bidder _____

Signature _____

Title _____

Public Improvement Bid Response (RFB 12-2016)

GOOD FAITH PROGRAM

The Metro Council is committed to doing business with minority, woman-owned firms and emerging small businesses (MBE/WBE/ESB). The Council recognizes that supporting these firms will result in a stronger economy and increased competition.

To this end, Metro has established these procedures to maximize utilization of MBEs, WBE's and ESBs for Metro projects. The following steps are required to help Metro monitor the usage of these firms.

Good Faith Efforts Steps:

1. Identify areas in which Bidder intends to use sub-contractors.
2. Attend the Pre-Bid meeting if held. Meet any MBE/WBE/ESB firms at the Pre-Bid meeting.
3. Contact several (or all) certified MBE/WBE/ESB firms listed (with the State of Oregon) to perform the work needed. (Metro Procurement Services can provide Bidder with a list of firms upon request 503-797-1648.)
4. Negotiate with interested, available and capable MBE/WBE/ESB firms who submit competitive bids.
5. Report to Metro all sub-contractors contacted. Please include their response and price quoted.
6. List all sub-contractors that Bidder intend to use on this project.

Please note a selected MBE/WBE/ESB firm must be used unless Metro authorizes a substitution after contract award.

The following MBE/WBE/ESB Program forms are to be completed and returned as part of your Bid submission. Please contact Procurement Services at 503 797-1648 if additional information is required.

Public Improvement Bid Response (RFB 12-2016)

MBE/WBE/ESB PROGRAM FORM

THIS IS A REQUIRED FORM TO BE SUBMITTED WITHIN TWO HOURS OF BID CLOSING

Bidder/Proposer _____

Address _____

Phone _____ Fax _____ Email _____

Bid Closing Date and Time: AS INDICATED ON THE RFB COVER PAGE.

YOU MUST SUBMIT THIS FORM WITHIN TWO (2) HOURS OF THE ABOVE CLOSING DATE

Step 1. Identify areas in which you intend to use sub-contractors.

Step 2. Attend the Pre-Bid meeting if held. Meet any MBE/WBE/ESB firms at the Pre-Bid meeting.

Name of person who attended pre-bid _____

Steps 3. List all firms contacted for sub-contracting work. (use more sheets if necessary)

Sub-contract for _____

MBE, WBE, ESB, Other	Certification #	Name of Firm	Date Contacted	Mode of Communication	Amount of Bid	Comments

Sub contract for _____

MBE, WBE, ESB, Other	Certification #	Name of Firm	Date Contacted	Mode of Communication	Amount of Bid	Comments

Public Improvement Bid Response (RFB 12-2016)

MBE/WBE/ESB PROGRAM FORM CONTINUED

Sub contract for _____

MBE, WBE, ESB, Other	Certification #	Name of Firm	Date Contacted	Mode of Communication	Amount of Bid	Comments

Step 4: List all sub-contractors used for this project.

BIDDER INTENDS TO SUBCONTRACT WITH THE FOLLOWING:

MBE, WBE, ESB, Other	Certification #	Name of Firm, Address, Phone	CCB#*	Nature of Work	Dollar Value of Participation

**Please include Construction Contractors Board Number*

Total Bid Amount _____

Authorized Signature _____ Date _____

Print Name of Bidder _____

Print Name of Company _____

Public Improvement Bid Response (RFB 12-2016)

RESIDENT/NON-RESIDENT BIDDER STATUS

Oregon law requires that Metro, in determining the lowest responsive Bidder, must add a percent increase on the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which that Bidder resides.

Consequently, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Oregon during the twelve (12) calendar months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid that the Bidder is a "resident Bidder." A "non-resident Bidder" is a Bidder who is not a resident Bidder (ORS 279A.120).

The undersigned Bidder states that it is: (check one)

1. _____ A resident Bidder

2. _____ A non-resident Bidder

Indicate state in which Bidder resides: _____

Print Name of Company _____

Print Name of Bidder _____

Signature _____

Title _____



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Public Improvement Bid Response (RFB 12-2016)

CONTRACTOR QUALIFICATION STATEMENT

NOTE: The prime contractor or first tier sub-contractor proposed to conduct the following work must complete this Contractor Qualification Statement: (list type of work applicable)

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading:

Contractor Name _____

Address _____

Telephone _____ Fax _____ E-Mail _____

ORGANIZATION _____

How many years has your organization been in business as a Contractor? _____

Under what former names has your organization operated? _____

LICENSING AND BONDING

Oregon CCB# _____ Public Works Bond # _____

Other licenses _____

EXPERIENCE

List the type of work your organization normally performs with its own forces and the number of full time employees to be assigned to the project? _____

Does your firm own or able to obtain the necessary equipment for this job? Please indicate equipment available to conduct the work. _____

Public Improvement Bid Response (RFB 12-2016)

CONTRACTOR QUALIFICATION STATEMENT continued

CLAIMS AND SUITS

Has your organization ever failed to complete any work awarded to it? _____

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers? _____

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? Provide information _____

Have any officers or employees been convicted of any crimes relative to a project such as this? _____

REFERENCES

List the major construction projects your organization has **in progress**

Project Name	Owner	Architect/Engineer	Amount	% Complete	Completion Date	Contact Person	Phone #

Public Improvement Bid Response (RFB 12-2016)

CONTRACTOR QUALIFICATION STATEMENT continued

List the major public park and/or trail construction projects your organization has **completed in last 5 years**

Project Name	Owner	Architect/Engineer	Amount	% Complete	Completion Date	Contact Person	Phone #

List 3 subs Metro can contact for a reference.

Name	Specialty	Contact Name	Phone #

List 3 suppliers Metro can contact for a reference.

Name	Specialty	Contact Name	Phone #

Bank Reference

Name: _____

Address: _____

Contact Name: _____ Phone number: _____

Bidder signature

This information provided is true and complete.

Print Name of Company _____

Print Name of Bidder _____

Signature _____

Title _____

Public Improvement Bid Response (RFB 12-2016)

CERTIFICATE OF COMPLIANCE FOR RECYCLING

I, the undersigned duly authorized representative of the Bidder, hereby certify that the products offered in this bid contain the following minimum percentages:

- (A) _____ Percentage of post-consumer waste as defined in ORS 279A.010(s) (formerly ORS 279.545(1))
- (B) _____ Percentage of secondary waste materials as defined in ORS 279A.010 (hh) (formerly ORS 279.545(6))

It is the bidder's responsibility to provide additional signed copies of this Certification of Compliance for each item which contains a different percentage of recycled materials than listed above.

DEFINITIONS:

ORS 279A.010(s): "'Post Consumer Waste' means a finished materials that would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279A.010(hh): "'Secondary Waste Materials' is defined as fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust or other wood residue from a manufacturing process."

I, the undersigned duly authorized representative of the bidder, understand that the bid must be signed in ink by the bidder or an authorized representative of the bidder and that any alterations or erasures must be initialed in ink by the person signing the bid. Further, I acknowledge that I have read and understand all bid instructions, specifications, terms and conditions (including the attachments indicated above and agree, on behalf of myself and the bidder to be bound by them.

I, the undersigned duly authorized representative of the bidder certify that the information provided in this bid is true and accurate. Further, I understand and acknowledge that providing incorrect or incomplete information may be cause for bid rejection or contract termination.

Signature: _____

Title: _____

Company: _____

Telephone: _____



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Public Improvement Bid Response (RFB 12-2016)

SIGNATURE PAGE

The name of the Bidder submitting this Bid is _____ doing business at

Street	City	State	Zip
--------	------	-------	-----

which is the full business address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of all of the partners, if the Bidder is a partnership or joint venture, or of all persons interested in this Bid as individuals are as follows:

If Individual

IN WITNESS hereto the undersigned has set his/her hand this ____ day of 20__

Signature of Bidder _____

Printed Name of Bidder _____

Title _____

If Partnership or Joint Venture

IN WITNESS hereto the undersigned has set his/her hand this ____ day of 20__.

Name of Partnership or Joint Venture

By: _____

Printed Name of Person Signing

Title: _____

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this ____ day of 20__.

Name of Corporation

State of Incorporation

By: _____

Printed Name of Person Signing

Title: _____



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Public Improvement Bid Response (RFB 12-2016)

NON-COLLUSION AFFIDAVIT

STATE OF _____ County of _____

I state that I am _____(Title) of _____ (Name of Bidder) and that I am authorized to make this Affidavit on behalf of the Bidder. I am the person authorized by the Bidder and responsible for the price(s) and the amount of this Bid.

I state that: (1) the price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder, except as disclosed in the attached appendix.

(2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or non-competitive bid or other form of complementary Bid.

(4) This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any person to submit a complementary or other noncompetitive Bid.

(5) _____ (Name of Bidder), its affiliates, subsidiaries, officers, directors and employees (as applicable) are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as listed and described in the attached appendix.

I state that I and _____ (Name of Bidder) understand and acknowledge that the above representations are material and important, and will be relied on by Metro in awarding the Contract for which this Bid is submitted. Any misstatement in this Affidavit will be treated as fraudulent concealment from Metro of the true facts relating to the submission of Bids for this Contract.

Signature of Affiant

Printed Name of Affiant

Sworn to and subscribed before me this _____ day of _____ 20____.

Notary Public for _____ My Commission Expires: ___/___/___



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Public Improvement Bid Response (RFB 12-2016)

BID BOND

BOND NO. _____

AMOUNT: \$ _____

NOTE: Bidders must use this form, not a surety company form

KNOW ALL MEN BY THESE PRESENT, that _____ hereinafter called the PRINCIPAL, and _____ a corporation duly organized under the laws of the State of _____ having its principal place of business at _____ in the state of _____, and authorized to do business in the state of Oregon, as SURETY, are held and firmly bound unto _____ hereinafter called the OBLIGEE, in the penal sum of _____ DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting a **BID FOR** _____ said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish any bond(s) required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond(s), the SURETY hereby agrees to pay to the OBLIGEE the penal sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this _____ day of _____, 20____.

By: _____
PRINCIPAL

By: _____
Attorney-in-Fact



600 NE Grand Ave.
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Labor and Materials Payment Bond Public Improvement Bid Response (RFB 12-2016)

LABOR AND MATERIAL PAYMENTS BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)
KNOW ALL MEN BY THESE PRESENT:

We the Undersigned _____ as PRINCIPAL and _____ a corporation organized and existing under and by virtue of the laws of the state of _____, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto METRO, as OBLIGEE, in the sum of _____ Dollars (\$ _____) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with METRO dated _____, 20____, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: _____.

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid _____, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is as specified in ORS 279C.600.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279C.610 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.



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Labor and Materials Payment Bond Public Improvement Bid Response (RFB 12-2016)

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the _____ or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the _____ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number



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Performance Bond Public Improvement Bid Response (RFB 12-2016)

PERFORMANCE BOND

(NOTE: CONTRACTORS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW BY ALL MEN BY THESE PRESENT:

We the undersigned _____ as PRINCIPAL (hereinafter called CONTRACTOR), and _____ a corporation organized and existing under and by virtue of the laws of the state of _____ duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to METRO as OBLIGEE (hereinafter called METRO), the amount of _____ Dollars (\$ _____) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with METRO dated _____, 20____, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: _____

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid _____, METRO having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by METRO to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the _____ in accordance with the Contract Documents and the project Specifications. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for _____ are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the _____ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the _____ or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.



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Performance Bond Public Improvement Bid Response (RFB 12-2016)

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than METRO or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____
day of _____, 20_____.

SURETY

By: _____

Title: _____

Street Address

City State ZIP

Phone Number

CONTRACTOR

By: _____

Title: _____

Street Address

City State ZIP

Phone Number



600 NE Grand Ave.
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Standard Public Contract

Request for Bid (RFB 12-2016)

METRO CONTRACT NO. XXXXXX

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and Company Name, whose address is address, City, State Zip, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing Month XX, 201X through and including Month XX, 201X.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work. Payment shall be made by METRO on a Net 30 day basis upon approval of CONTRACTOR invoice.

ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect, consequential damages or any other damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE & BONDS

CONTRACTOR shall purchase and maintain at the CONTRACTOR'S expense, the following types of insurance, covering the CONTRACTOR, its employees, and agents:

- A. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. CONTRACTOR'S coverage will be primary as respects Metro;
- B. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;



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Standard Public Contract

Request for Bid (RFB 12-2016)

- C. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
- D. If required by the Scope of Work, Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

METRO, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

CONTRACTOR shall provide to Metro 30 days notice of any material change or policy cancellation.

CONTRACTOR shall provide Metro with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to Metro.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. METRO shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.



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ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by CONTRACTOR pursuant to this agreement are Work Products and are the property of METRO, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon METRO request, CONTRACTOR shall promptly provide METRO with an electronic version of all Work Products that have been produced or recorded in electronic media. METRO and CONTRACTOR agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

- A. CONTRACTOR and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, CONTRACTOR and subcontractors shall maintain any other records necessary to clearly document:
1. The performance of the CONTRACTOR, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the CONTRACTOR or subcontractor under the terms of the contract or subcontract;
 2. Any claims arising from or relating to the performance of the CONTRACTOR or subcontractor under a public contract;
 3. Any cost and pricing data relating to the contract; and
 4. Payments made to all suppliers and subcontractors.
- B. CONTRACTOR and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- C. CONTRACTOR and subcontractors shall make records available to METRO, and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, within the boundaries of the METRO region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of METRO, the CONTRACTOR or subcontractor agrees to bear all of the costs for METRO employees, and any necessary consultants hired by METRO, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the CONTRACTOR elects to have such records outside these boundaries, the costs paid by the CONTRACTOR to METRO for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.
- D. CONTRACTOR and subcontractors authorize and permit METRO and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, to inspect, examine, copy and audit the books and records of CONTRACTOR or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. METRO shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.
- E. CONTRACTOR and subcontractors agree to disclose the records requested by METRO and agree to the admission of such records as evidence in any proceeding between METRO and the CONTRACTOR or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.



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F. CONTRACTOR and subcontractors agree that in the event such records disclose that METRO is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the CONTRACTOR or subcontractor shall pay all costs incurred by METRO in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from METRO.

G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the CONTRACTOR or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, METRO shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with METRO.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.



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ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any bidder may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the bidder specifically declines to participate in the program by marking the box below, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program.

Bidder declines to participate in Intergovernmental Cooperative Purchasing or is not applicable to this Contract.

ARTICLE XVII ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Scope of Work – Attachment A

Request for Bid (RFB 12-2016)



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Attachment A to Standard Public Contract

Metro Contract No. XXXXXX

1. Purpose and Goal of Work

Metro intends to replace the existing engine generator set at the Metro Central Transfer Station (MCS) with a new engine generator set. MCS is located at 6161 NW 61st Street, Portland, Oregon.

The new engine generator set will replace the existing engine generator set that is used as emergency power for safety and critical operations. The existing engine generator set is a Caterpillar model 3406B with a 300kW output. The contractor must determine the extent of modifications, if any, which may be required for installation of the new engine generator set.

No interference with station operations will be permitted. Contractor must schedule interfering work for nights as approved by Metro. Impeding traffic on to, off of or within the facility or site will be considered interference with station operations. No power outages can occur while the facility is receiving or loading waste.

2. Description of the Scope of Work

The successful contractor shall supply a new engine generator set and accessories as specified in Section 16990, as described in the contract documents and as approved by Metro. The work will include removing the existing engine generator set and transporting it offsite (the existing engine generator set becomes the contractors' property), making any modifications to the facility needed to accommodate the new engine generator (e.g. wall openings, equipment pad, conductors, conduit, fuel supply lines, etc.) and installing a new engine generator set and engine generator set accessories, also electrical work, and misc. appurtenances. The work includes all labor, equipment, and materials required to design, construct and install all components to provide a fully operational engine generator set as described by the contract documents.

Contractor shall submit a work plan and schedule to Metro for approval within 14 days of Notice to Proceed and prior to starting work on site. Contractor must complete all work for installing and commissioning the new engine generator set before June 30, 2012. This engine generator set is essential to the operation of the facility. Contractor shall be allowed two days (Friday at 5p.m. through to the Sunday at 5p.m.) from the time the existing engine generator set is taken out of service to the time the new engine generator set is placed in service. The actual dates must be scheduled seven days in advance. Contractor shall perform as much work prior to removal of the existing engine generator set as can be done.

Contractor shall sign-in upon arrival on the site for work and sign-out prior to leaving the site each day. Contractor shall be responsible for its employees and subcontractors and include the number of personnel onsite when signing in. Contractor shall be knowledgeable of and follow the site's evacuation plan.

Contractor shall acquire and pay for all required permits, such as the electrical and the low voltage permits. Contractor shall coordinate and pay for all required testing (e.g. concrete compressive strength, slump and air entrainment; generator load testing, etc.).

Contractor shall be on site in response to Metro service calls within 24 hours when problems cause the engine generator set to be out of service. Contractor shall provide Metro with a phone number to make such requests at any time of day, 7 days a week.

Contractor shall notify Metro immediately when it considers repair work to be outside the scope of the warranty. Contractor shall file a claim for work it considers non-warranty. Contractor shall submit, prior to final contract award, a



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Scope of Work – Attachment A

Request for Bid (RFB 12-2016)

schedule of labor costs for repairs and its standard mark-up on parts. This will be used in determining the cost of non-warranty repairs.

3. Deliverables/Outcomes

See Section 16990 of the contract documents.

4. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed XXXXXXXX AND XX/100TH DOLLARS (\$XXXXXX.XX).

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention: Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

Supplemental Conditions

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SUPPLEMENTAL CONDITIONS

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SUPPLEMENTAL CONDITIONS

1.0 Payments

Payments to Contractor shall be made only for actual quantities of Contract Items provided/performed in accordance with terms of the Contract and for items of work actually provided/performed under Change Order. Bid Item quantities are estimates only.

Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools and equipment necessary to the completed work, and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by Metro.

Prior to the submittal of the first Application for Payment, Contractor shall submit:

- A. List of subcontractors
- B. List of suppliers
- C. Schedule of Values
- D. Contractor's Construction Schedule
- E. Copies of permits required to be procured by Contractor
- F. Certificates of insurance and insurance policies
- G. Performance and payment bonds

Application for Payment shall be made on the AIA Document G702 and Continuation Sheets G703 or approved alternate. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made. Include amounts of Change Orders and Force Account Work issued prior to the last day of the period covered by the application. Show items in accord with this contract. Each item in the Schedule of Values and Applications for Payment shall be complete including total cost and share of overhead and profit. For each item where an Application of Payment includes products purchased or fabricated and stored, but not installed, provide separate line items for initial cost and installed value.

Where Maintenance Manuals are required, no more than 50% of the applicable portion of the lump sum bid shall be paid prior to receipt of a rough draft of the Maintenance Manual and no more than 90% of the final payment shall be made before receipt of the completed Maintenance Manuals.

Submit a Schedule of Values to Metro for review and approval within thirty (30) days after issuance of Notice to Proceed, but no later than fifteen (15) days before the date scheduled for submittal of the first Application for Payment. The Schedule of Values shall be prepared as follows:

- A. Break Contract lump sum bid amounts down into line items to identify the cost for materials supplied to the job, the cost of subcontracted work and the cost of each task shown on the project schedule and in enough detail to facilitate evaluation of Applications for Payment. Round amounts off to the nearest whole dollar; the total shall equal the Contract Amount. Breakdown shall be balanced so that progress payments will not create a condition where sufficient funds are not available to complete the work. Contractor shall provide documentation substantiating the cost allocation if Metro believes that the costs are unbalanced.
- B. Arrange the Schedule of Values in a tabular form with columns to indicate the following for each line item:



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- a. Item #
- b. Description
- c. Name of subcontractor, supplier, manufacturer or fabricator
- d. Cost of item
- e. Cost to deliver item to job site
- f. Cost to install item at job site
- g. Total dollar value of item

C. Include the following on the Schedule of Values:

- a. Project name and location
- b. Metro's name and address
- c. Contractor's name and address

Metro and Contractor also understand and agree that Metro will be damaged when access to the facility is impeded or back up power is not available when required. It is therefore agreed that Contractor shall remove the existing engine generator set, deliver, place and install the new engine generator set during a single 48 hour event between 5pm Friday and 5pm Sunday. Metro may adjust payments to Contractor by collection of liquidated damages in the amount of one hundred dollars (\$100.00) per hour after the allotted 48 hour installation period.

As an incentive to reduce the interruption to use of the engine generator set Metro agrees to pay Contractor one hundred dollars (\$100.00) per hour that the Contractor can reduce the interruption of use to the engine generator set to less than the 48hours.

Payment of adjusted payments shall not release Contractor from obligations in respect to the complete performance of the Work, nor shall the payment of such adjusted payments constitute a waiver of Metro's right to collect any additional adjusted payments which it may sustain by failure of Contractor to fully perform the Work, it being the intent of the parties that the aforesaid adjusted payments be full and complete payment only for failure of Contractor to complete the Work on time. Metro expressly reserves the right to make claims for any and all other damages which Metro may incur due to Contractor's failure to perform in strict accordance with this Contract.

Permitting Contractor to continue and finish the work or any part thereof after the Contract Time has expired shall in no way operate as a waiver on the part of Metro of any of its rights under this subparagraph or the balance of the Contract Documents.

2.0 Changes in the Work

Metro may order changes in the Work herein required, including deletions of work, and may order additional materials and work in connection with the performance of the Work.

If such changes in the Work increase or decrease the cost of any part of the Work or change the time necessary to complete the Work, the Contract Amount shall be increased or decreased by such amount and the Contract Time changed as Contractor and Metro may agree upon as reasonable in a written Change Order. Contractor shall promptly comply with such Change Orders and carry them out in accordance with the Contract Documents.

No order for any alteration, modification or additional work which shall increase or decrease the Contract Amount or change the Contract Time shall become part of the Contract unless the resulting Change Order shall have been agreed upon in writing and the Change Order signed by Contractor and Metro, unless the

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work is Force Account work. Metro may, at its discretion, also require the signature of Contractor's surety on the Change Order. Prior to the approval of such Change Order, Metro shall have approved any design modifications entailed thereby.

If Metro intends to order changes in the Work, it may request a proposal by Contractor for the proposed added or deleted work before directing Contractor to commence work. Within fourteen (14) days after issuance of such request by Metro, Contractor shall furnish three copies of a complete breakdown of costs of both credits and additions directly attributable to the change in the Work proposed, itemizing materials, labor, taxes, affect on Contract Time, if any, and Overhead and Profit on a form approved by Metro and in accordance with the limitations described in the following Paragraph. Subcontract work shall be so indicated and written proposals from Subcontractors or Suppliers shall be included with similar breakdowns provided. Following submission of its cost breakdown, Contractor shall meet with Metro to discuss all aspects of scope, costs, scheduling and construction methods.

If Metro finds it necessary to make changes in the Work in an expeditious manner, it may direct Contractor to proceed with the change while preparing a proposal for the added or deleted Work. In such an instance, Metro may assign an estimated value to the change that Contractor shall not exceed without further authorization by Metro. Within fourteen (14) days after issuance of such by Metro, Contractor shall furnish three copies of a complete breakdown of costs of both credits and additions directly attributable to the change in the Work proposed, itemizing materials, labor, taxes, affect on Contract Time, if any, and Overhead and Profit on a form approved by Metro and in accordance with the limitations described in the following Paragraph. Subcontract work shall be so included with similar breakdowns provided. Following submission of its cost breakdown, Contractor shall meet with Metro to discuss all aspects of scope, costs, scheduling and construction methods.

If the proposed additional or deleted work is the subject of Unit Prices stated in the Contract Documents or subsequently agreed upon, such Unit Prices shall be binding upon Contractor in calculating the increase or decrease in the Contract Amount attributable to the proposed additional or deleted work.

The following limitations shall apply in the calculation of the costs of changes in the Work:

- A. Contractor will be permitted a reasonable allowance for Profit and Overhead on its increased Direct Cost resulting from any changes in the Work ordered by Metro. Likewise, Profit and Overhead will be deducted for any portion of the Work that is deleted. In the case of a change involving both credits and extras, Overhead and Profit shall be applied to the net extra after subtraction of credits.

Overhead and Profit for the entity performing the work with its own crews shall not exceed twenty percent (20%) of the Direct Cost of the changed work. Overhead and Profit for Contractor or Subcontractor who has had the work performed by a lower tier Subcontractor shall not exceed five percent (5%) of the Direct Cost of the changed work. If a second-tier or inferior Subcontractor performs the Work, the total Overhead and Profit for all tiers shall in no event exceed thirty percent (30%) of the Direct Cost of the changed work. Distribution of this Overhead and Profit among the tiers is the responsibility of Contractor.

- B. Federal, state, regional, county and local taxes, including, but not limited to, income taxes, excise taxes, sales and use taxes and payroll taxes and insurance shall be shown separately and will be allowed on extras and shall be credited on credits. No Overhead and Profit will be allowed on taxes and insurance.
- C. The actual rate of bond premium as paid on the additional Direct Cost plus the cost of taxes will be allowed. No Overhead and Profit will be allowed on such premiums.



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- D. The allowance for equipment costs (both rental as well as Contractor-owned equipment) shall be limited to those rates in the Rental Rate Bluebook published by Dataquest Incorporated, 1290 Ridder Park Drive, San Jose, California 95131-2398, (800) 227-8444.

If Contractor does not respond to Metro's Request for Proposal with a cost breakdown within the fourteen (14) day period as required above, or if Metro determines that Contractor's breakdown of costs is unreasonable in consideration of the work proposed to be added or deleted, or if Metro determines that the proposed work must be commenced promptly to avoid delay to the Project, Metro may issue an order for Force Account work and Contractor shall promptly perform or delete the work described in such order. Change, if any, in the Contract Amount due to such Force Account work shall be the sum total of the following items: (1) Actual labor cost, including premium on compensation insurance and charge for social security taxes, and other taxes pertaining to labor; (2) The proportionate cost of premiums of public liability property damage and other insurance applicable to the extra work involved and required by these Contract Documents; (3) Actual cost of material, including applicable taxes pertaining to materials; (4) Actual cost of plant and equipment rental, at rates to be agreed upon in writing before the work is begun or at rates per the Rental Rate Bluebook. No charge for the cost of repairs to plant or equipment will be allowed. Equipment items having a capital cost of under \$250.00 are considered small tools and classified as Overhead; (5) Overhead and Profit as provided stated above; (6) The proportionate actual costs of premiums for bonds required by these Contract Documents.

Whenever any Force Account work is in progress, Contractor shall furnish each working day to Metro a detailed written report signed by Contractor and Metro's representative of the amount and cost of all of the items listed in (1) through (6) above, and no claim for compensation for such extra work will be allowed unless such report shall have been made. Metro reserves the right to provide such material as it may deem expedient and no compensation, overhead or profit will be allowed to Contractor for such materials.

No oral statements of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract.

Changes in the Work made pursuant to this Article and extensions of the Contract Time allowed by Metro due to such changes shall not in any way release any warranty or promises given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the sureties of bonds executed pursuant to said provisions. The sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of Contract Time made by reason thereof.



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3.0 Schedule

The Contractor shall submit a project schedule in graphic form (e.g. bar chart) showing proposed schedule of anticipated progress to include all major operations and items and time of anticipated completion of major portions of the work within fourteen (14) days after Notice to Proceed.

The schedule shall be accompanied by a narrative work plan and include the following information:

- A. Staffing levels planned to achieve duration's shown in the preliminary schedule.
- B. Equipment utilization planned for each activity-taking place on site.
- C. Identification of work planned for overtime or additional shifts.
- D. Quality Control activities (e.g. sampling, testing, inspections)
- E. Plans for wet weather work.
- F. Identification of critical work or supply activities.

Once schedule is determined acceptable by Metro, this schedule will be designated the initial or zero progress schedule. Contractor shall update the Schedule and submit two copies to Metro on a monthly basis. The Schedule shall be accompanied by a narrative report and include:

- A. Description of work completed during the past month.
- B. Discussion of problem areas including current and anticipated delay factors.
- C. Description of schedule revisions made for this month's update.
- D. Actions planned to mitigate delays or to facilitate construction progress.

4.0 Job Site Coordination

Contractor is responsible for overall coordination of the project. The project work shall be coordinated with the operation of the Metro Central Station so as to minimize interruption to station operations and other problems during operations. Utility location and connections shall be coordinated with the proper utility companies. Replacement of any damaged material, including labor and materials, will be the responsibility of Contractor.

The site will be made available at the discretion of Metro and as prearranged by the Contractor. No work shall be performed between 6:30 p.m. to 6:30 a.m., Monday through Friday or on the weekends, without 48 hour advanced written permission from Metro. However, maintenance or emergency work during these hours may be conducted without prior permission although advanced notification to Metro is required.

All materials, equipment and debris shall be removed and stored in designated areas during operation of the facility. Contractor shall take all safety precautions that are standard to the industry and meet or exceed all OSHA standards, i.e., signage, barricades, fall protection, confined space entry, etc. It is Contractor's responsibility to train and ensure compliance with the above policies for any and all of their personnel and/or subcontractors.

The Contractor's on-site foreman shall represent all contractor and subcontractor personnel. The foreman is responsible for the location of each employee under his or her supervision, at all times, and must document and update this information as it changes throughout the day. This information will be kept, for all employees, in main office at the transfer station. Metro safety procedures and protocol will be discussed at the Pre-Construction Meeting. The foreman for the contractor and each of its subcontractors must attend the Pre-Construction Meeting. Contractor must comply with Metro safety procedures and protocol.



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Continuous operation of Metro Central Station is of critical importance. Schedule and conduct activities to minimize disruption of operations and to enable existing facilities to operate, unless otherwise specified. Conduct work outside normal working hours as may be necessary to meet project schedule and avoid undesirable conditions.

Where existing facilities are to be modified during the course of work, obtain Metro's review and acceptance of submittals for temporary shutdown, demolition, modification, connections between new and existing work, and other related work. Conform to other sections as applicable.

5.0 Project Meetings

Pre-construction Meeting. Within fourteen (14) days following Notice to Proceed, but before start of work at the site, Contractor shall meet with Metro for discussion of scheduling requirements, procedures for handling shop drawings and other submittals, processing application for payment, and establishing a working understanding among the parties. The meeting shall be attended by:

- A. Contractor's office representative(s).
- B. Contractor's superintendent.
- C. Subcontractors' representatives.
- D. Metro's representatives.

Metro may call for meetings of Contractor, Contractor's Subcontractors and Suppliers as Metro deems necessary for the proper supervision and inspection of the Work. Such meetings shall be held at the Site on regular working days during regular working hours, unless otherwise directed by Metro. Attendance shall be mandatory for all parties notified to attend.

6.0 Submittals

Contractor shall review, stamp approved and submit postpaid with such promptness as to cause no delay in the Work or in that of any other contractor, the required number of copies of all shop drawings, schedules, data, and samples required for the work of the various trades, determined necessary by Metro and specified by the Contract. By approving and submitting Shop Drawings and Samples, it is hereby agreed that Contractor has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and has checked and coordinated each Shop Drawing with the requirements of the Work and of the Contract Documents and that there is no conflict with other submittals that may affect the work of another contractor of Metro.

Shop drawings shall establish the actual detail of all manufactured or fabricated items. All shall be drawn to engine generator set and be completely dimensioned.

Sheet sizes of shop drawings shall be in multiples of 8 ½ by 11 inches, preferably not exceeding 22 by 34 inches unless there is a special requirement for larger size sheets.

Provide on each drawing a clear space for Metro's review and approval stamps and comments. Two (2) copies of shop drawings, manufacturer's literature, brochures, catalog cuts, and other pertinent printed matter or data shall be submitted in addition to the number of copies Contractor wishes returned.

It shall be Contractor's responsibility to clearly note on the shop drawings, and in writing specifically call to Metro's attention, any changes and deviations that vary from the Contract Drawings and Specifications.



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Review of the shop drawings by Metro shall not relieve Contractor of full responsibility including the cost to comply with the Contract Documents.

If required, Contractor shall make the corrections and file with Metro the same number of corrected copies as indicated above. Contractor shall direct specific attention in writing or, on resubmitted Shop Drawings to revisions other than the corrections requested on previous submissions. Metro will return to Contractor copies of drawings in the same manner and number as before.

Shop Drawings shall give complete information necessary for the fabrication and installation of all component parts of the equipment, structure, facility, etc. In the case of structural drawings, they shall include the location, type, and size and extent of all welds, if any are necessary. Manufacturer's standard details, catalogues, advertising literature, etc., shall not necessarily constitute all of the shop drawings required for any unit or facility. Additional shop details designed for the particular project shall be furnished when required by Metro. Shop drawings of electrical equipment shall include complete diagrams of electrical circuitry.

Metro's review of and placement of shop drawing review stamp on any shop drawing is understood to be an acceptance of the character of the details and not a check of any dimension or quantity and will not relieve Contractor from responsibility for errors of any sort in shop drawings data or schedules, whether or not such errors are found by Metro in the review of such details.

No changes shall be made in any shop drawing after it has been reviewed except by the consent or direction of Metro in writing.

7.0 General Product Requirements

Unless otherwise specifically provided, all workmanship, equipment, and materials incorporated in the work covered by the Contract are to be new and of the best available grade of their respective kinds.

For products specified only by reference standards, select any product meeting standards, by any manufacturer.

For products specified by naming one or more products, but indicating the option of selecting equivalent products by stating "or equivalent" after specified product, Contractor must submit a request, as required for substitution, for any product not specifically named.

8.0 Quality Control

Contractor is primarily responsible for quality control and shall provide for sufficient supervision and control measures on a daily basis to ensure that the Work is completed in accordance with the Contract Documents.

Metro may monitor the Contractors' quality control. These activities in no way relieve Contractor of quality control responsibilities.

Contractor's Quality Control Manager shall review the contract documents to ensure that required materials, equipment and procedures have been submitted and approved, are on-site and checked, that a reasonable, coordinated work plan has been prepared, and that all previous work has been completed, inspected and tested as required. Contractor's Quality Control Manager shall brief all involved working personnel and inspectors on the work plan and the quality standards expected.



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Contractor shall be responsible for direct coordination with a testing contractor for all testing required by this contract. Contractor may subcontract for any additional testing that it might desire. Contractor shall keep a record of all tests on the job site.

Duties and responsibilities of the Quality Control Manager or a designated representative include:

- A. Have the authority to stop or reject work.
- B. Be on-site during working hours and be assigned full time to the project.
- C. Review all submittals, including shop drawings and materials submittals. Reject those submittals not in accordance with the Contract Documents, approve and submit those that are in accordance. Maintain a job site submittal file.
- D. Ensure that line, grade, depth and compaction density and composition of materials are in accordance with the Contract Documents.
- E. Ensure all work to be inspected includes an opportunity for Metro to check work prior to covering the work.
- F. Coordinate required tests and inspections with Metro.
- G. Inspect the work of Contractor and all subcontractors.
- H. Submit all required quality control documentation and maintain records.
- I. Verify that all permanent materials delivered to the job site are in accordance with the Contract Documents. Submit certifications and test reports as required.
- J. Accompany Metro on job site inspections as required.
- K. Prepare and submit the project punch lists prior to job completion and acceptance.
- L. Furnish representative samples for testing as required by the Contract Documents or Metro.

Contractor shall provide continuous inspection over the daily operations, including overtime and additional shifts.

Engineer and regulatory agencies may also inspect as required by law and custom. The inspection by any of the above does not relieve Contractor of the requirement to inspect and to produce work in accordance with the plans and specifications. Contractor shall, at all times, provide safe access and assistance to Metro, and other authorized inspectors for inspection of the work.

9.0 Start-up

Startup and operation shall not be cause for claims for delay by the Contract and all expenses accruing therefrom, shall be deemed to be incidental to the Contract. Contractor shall provide all materials, supplies and labor necessary to efficiently complete the startup and operation.

Not less than thirty (30) days before anticipated time for beginning the start-up, Contractor shall submit to Metro for approval, a complete plan for:

- A. Detail schedules of procedures for startup.
- B. Complete schedule of events to be accomplished during startup.
- C. Schedule operator training as specified.
- D. An outline of work remaining under the Contract to be carried out concurrently with the operation phases.

Startup shall consist of testing by a simulated operation of all equipment and controls. The purpose of these tests shall be to check that all equipment will function under operating conditions, that all interlocking controls and sequences are properly set and that the facility will function as an operating unit.



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Factory representatives of all major units shall be present for the startup phase. The test shall continue until it is demonstrated that all dysfunction of controls and machinery are corrected.

10.0 Substantial Completion

After startup, submit written certification to Metro that Project or designated portion of Project is substantially complete. Submit punch list of items to be completed or corrected.

Metro will make an inspection after receipt of Contractor's certification. If Metro then considers the Work to be substantially complete, Metro will issue a Certificate of Substantial Completion, with appropriate conditions, accompanied by the Contractor's punch list, as verified and amended by Metro. Omission of any item from the list shall not relieve Contractor from responsibility to complete all the work in accordance with the Contract.

Should Metro consider that work is not substantially complete; Metro will notify Contractor, in writing stating reasons and list of items. Contractor shall complete work and send second written notice to Metro certifying that Project or designated portion of Project is substantially complete.

Guarantee and warranty periods begin with the date of final acceptance. However, in connection with any specific equipment certified by Metro as completed and its use or operation thereof for its intended purpose is assumed by Metro, the warranty period for such equipment shall begin with the beginning date of such use or operation.

11.0 Operating and Maintenance Manuals

Contractor shall submit to Metro two copies of draft operations and maintenance manuals for each major piece of equipment and system component at least 30 days prior to scheduled testing and at least 30 days prior to submitting written notice of substantial completion. Metro will review and return one copy with comments. If corrections are required, Contractor shall make corrections and resubmit one corrected copy plus corrected pages for the copy in Metro's possession.

Upon approval, Contractor shall furnish Four (4) copies of the Operations and Maintenance Manuals. Complete approval of all required manuals will be a condition for final completion and payment. Data shall be bound in first quality, heavy, permanent 3-ring type binders. Manuals shall be assembled and indexed so that information on any piece of equipment can be readily found.

The Operations and Maintenance Manuals shall include as a minimum the following:

- A. Table of Contents.
- B. System Description and Functions of Individual Items of Equipment.
- C. As Built Layout. Include locations of all elements and wiring diagram of control circuits.
- D. Operations and Maintenance Instructions for each major item of equipment. These instructions shall clearly identify the equipment actually provided and information pertaining to other models or variations shall be lined out. The instructions shall include information on:
 - a. Operating conditions
 - b. Installation instructions
 - c. Startup procedures
 - d. Shut down procedures
 - e. Maintenance instructions
 - f. Trouble shooting procedures.

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- g. Maintenance Schedules - Cross reference these schedules to specific paragraphs in the O&M Instructions.
- h. Spare Parts and lubricants lists
- i. Warranties

12.0 Record Documents

Contractor shall maintain at job site, one record copy of:

- A. Contract Drawings.
- B. Project Specifications.
- C. Addenda.
- D. Reviewed Shop Drawings.
- E. Change Orders.
- F. Other Modifications to Contract.
- G. Field Test Records.
- H. Operational and Maintenance Data Delivered with Mechanical and Electrical Equipment.
- I. Certified Weight Tickets

Do not permanently conceal any work until required information has been recorded. Keep record documents current. Legibly mark Drawings to record actual construction:

- A. Horizontal and vertical location of underground utilities and appurtenances and references to permanent surface improvements.
- B. Field changes of dimension and detail.
- C. Changes made by Change Order.
- D. Details not on original Contract Drawings.

Legibly mark up Specifications, each Section, to record:

- A. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
- B. Changes made by Change Order.
- C. Other matters not originally specified.

Maintain Shop Drawings as record documents; legibly annotate drawings to record changes made after review.

13.0 Close-Out Submittals

At completion of project, deliver complete set of all record documents to Metro. Accompany submittal with transmittal letter signed by Contractor or authorized site representative. Also submit guarantees and bonds required by these specifications and deliver evidence of compliance with requirements of governing authorities (where applicable).

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SECTION 16990 ENGINE GENERATOR SET

PART 1 GENERAL

This specification covers requirements for providing a factory built, prototype tested, factory tested, field tested, complete and operable emergency/standby electric generating system, including all devices and equipment specified herein and/or as needed to meet the performance requirements of these contract documents. Materials and equipment shall be new and current, delivered to the site completely wired, tested, and ready for installation.

A factory trained and certified manufacturer's representative shall supervise the equipment installation and perform initial start-up and testing of the system. The assembly shall be listed by UL and so labeled. Equipment shall be manufactured by Caterpillar, Generac, Detroit, Katolight, Cummins, Kohler or other approved manufacturer.

1.01 REFERENCES

A. The engine generator set, and all accessories, shall meet the requirements of:

UL	- Underwriters' Laboratory
NEC	- National Electrical Code
NEMA	- National Electrical Manufacturer's Association
NFPA	- National Fire Protection Association (Pamphlets 30, 31, 37, & 110)
MIL-STD - 705 B	
ANSI	- American National Standards Institute
ASME	- American Society of Mechanical Engineers
IEEE	- Institute of Electrical and Electronic Engineers
API	- American Petroleum Institute
OSHA	- Occupational Safety and Health Act

All applicable Electrical, Mechanical, Building and Safety regulations of the State of Oregon

1.02 QUALIFICATIONS

All elements of the emergency power system shall be new and of proven design. The complete system shall be of a type which has been in satisfactory service for at least 5-years under automatic emergency system conditions.

The engine-generator set and all accessory equipment shall be supplied by a single manufacturer who has been regularly engaged in the production of engine-generator sets for a minimum of ten years. The electric generating system described herein, including these components shall be factory built, factory tested, and shipped by this single manufacturer, so there is one source of supply and responsibility for warranty, parts, and service. This manufacturer shall have a local representative who can provide factory trained service personnel, required stock of replacement parts, and technical assistance. The responsibility for performance to this specification in its entirety cannot be split up among individual suppliers of components comprising the system, but must be assumed solely by the manufacturer of the system. The

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manufacturer shall furnish schematic and wiring diagrams for the engine-generator set. All controls shall be the standard of the manufacturer, who is engaged in the manufacture of generators and has them available for sale on the open market. Control parts shall be identified by part numbers of this manufacturer and shall have second source listing where applicable. Control systems that are supplied by sub-vendor or subcontractor of the vendor and not incorporated within the documentation drawings of the generator manufacturer are not acceptable.

The engine-generator set shall be suitable for installation indoors in temperatures that range from 10 to 115 degrees Fahrenheit and 50 feet above sea level.

The engine-generator set shall meet the requirements of NEC-701-Legally Required Standby Systems and NFPA 110.

1.03 SUBMITTALS

A. Product Data

Submit manufacturer's catalog data, shop drawings, certifications and installation instructions for the Engine Generator set and all accessories. This should include the following information:

1. Name of manufacturer
2. Type or model
3. Design rotative speed.
4. Number of cylinders.
5. Cubic inch displacement of cylinders.
6. Brake horsepower at 1800 r/min.
7. Fuel consumption.
8. Rated size kW and kVA
9. Rated voltage and phase.
10. Insulation class.
11. Battery, battery rack and battery charger literature
12. Vibration isolator description and literature
13. Exhaust muffler and silencer information
14. Water jacket heater information
15. Weight.
16. Overall dimensions.
17. Foundation and clearance requirements.
18. Recommended spare parts list.
19. Instruction books describing installation, operation, and maintenance of the engine, generator, and all auxiliary equipment.
20. Wiring diagram, schematic diagrams, one-line diagrams, etc.
21. Certified copies of all factory tests.

B. Drawings

Submit drawings containing complete wiring and schematic diagrams and any other details required to demonstrate that the system has been coordinated and will properly function as a unit.

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Drawings shall show proposed layout and anchorage of equipment and appurtenances, and equipment relationship to other parts of the work including clearances for maintenance and operation. Engine generator system plans, elevations, shop drawings, and dimensional drawings shall clearly indicate all aspects of the system including points for each of the inter-connections required.

C. Posting Instructions

Emergency generator operating instructions (start-up and shut-down) and emergency safety instructions

D. Reports

Submit detailed factory testing and field testing and equipment adjustment reports within 30 days of completion and prior to acceptance by the Owner. Performance test reports in booklet form showing all tests performed to adjust each component and all tests performed to prove compliance with the specified performance criteria of the installed systems. Each test report shall indicate the final position of all control functions.

E. Operation and Maintenance Manuals

Submit operation and maintenance manuals for the emergency generator in accordance with this section and the Supplemental Conditions. Complete instructions covering the operation of the engine generator set and associated equipment shall be provided, together with a manual covering operation and maintenance. Operating instructions shall include any minor adjustments necessary to obtain operation of the set. Maintenance instruction shall include complete trouble shooting and diagnostic information, disassembly instructions, assembly instructions and preventative maintenance schedule. The preventative maintenance schedule shall be in outline form, include recommended lubricants and specify all necessary service checks. Spare parts books for the engine, generator, and associated equipment shall also be furnished. Four (4) copies of all instructions shall be furnished. Shop test reports shall be incorporated in the manuals.

1.04 RELATED EQUIPMENT

The operation of the engine-generator set shall be compatible with the operation of the associated automatic transfer switch. All controls shall be coordinated and compatible.

1.05 TESTING

A. Factory Testing

1. The combined engine generator set shall be tested at the plant of the manufacturer. Certified copies of the data obtained during these tests shall be submitted in triplicate. Test shall consist of standard factory load testing and shall include testing at rated load at 1.0 power factor, two hours in duration.
2. Test readings of amperage, voltage, frequency, water temperature, oil pressure, D.C. ammeter,

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hour meter, ambient temperature, air temperature in and out of radiator and air temperature in and out of the generator shall be manually recorded every 15 minutes.

3. Chart recorders shall record the amperage, frequency and phase to phase voltage continuously throughout the test. The recorders shall have been calibrated within six months of the test and the calibration traceable to the U.S. Bureau of Standards.
4. Describe how the safety shutdown controls were tested to demonstrate that they function correctly.

B. Field Testing

1. Field tests shall be conducted at the site, after installation has been completed, in the presence of the Owner. Tests that will affect main building power must be performed after hours (between 6pm and 1am) unless authorized by Metro. The Contractor shall have the generator set manufacturer furnish a factory trained and certified manufacturer's representative to operate the engine during the tests, to check all details of the installation and to instruct the operators.
2. Perform and record engine manufacturer's recommended pre-starting checks and inspections. Include a check of water, fuel, and lube oil levels within the engine.
3. With the emergency load at normal operating level a power failure is initiated by opening switches or breakers supplying the power to the building or automatic transfer switch; this is done to show proper operation of the automatic transfer switch to control the engine generator set.
4. Check proper operation of all gauges and instruments throughout operation.
5. Upon completion of the above test, apply full rated load (nameplate kW) using a load bank. Continue full rated load test until the engine temperature has remained stable for at least 15 minutes.
6. Upon completion of the on-site testing, a general inspection shall be made for:
 - a. Leaks in the engine, piping system, etc.
 - b. Excessive blow by.
 - c. Crankcase contamination (perform oil sample analysis).
 - d. Any other deficiency which may impair proper operation.

1.06 WARRANTY

All equipment shall be guaranteed against defective materials, design and workmanship for a period of five years or 1500 running hours from date of initial start-up. Multiple warranties for individual components (engine, generator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided. This warranty shall be detailed in available written documents. In the judgement of the specifying authority, the manufacturer supplying the warranty for the complete system must have necessary financial strength and technical expertise with all components supplied to provide adequate warranty support. Upon receipt of notice from the Owner of failure of any part during the guarantee period, the affected part or parts shall be replaced with new parts by the manufacturer within 48 hours and at no cost to Metro.

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PART 2 PRODUCTS

Material and equipment shall be standard products of established manufacturers. All material shall be new and high quality and workmanship ensuring long design life, and reliable operation with normal use of maintenance. All equipment shall be delivered to the site completely wired, tested, and ready for installation.

Surface painting preparation and finish shall be manufacturer's standard.

The engine-generator set shall be mounted on a heavy duty steel base to maintain proper alignment between components, and shall incorporate vibration isolators of the type and quantity as specified by the set manufacturer, whether mounted internally or externally to the set.

2.01 THE ENGINE

The engine shall be a stationary, diesel engine for use with number 2 diesel fuel. The engine shall be certified by the engine manufacturer as capable of driving a generator at 1800 RPM and yielding a minimum 375KVA, 300 kW standby power at 60 Hz and 480 volts.

Provide an engine mounted, inline, thermostatically controlled, water heater to aid in quick starting. Supply power to heater from the existing 120 volt circuit; any changes to existing power supply (wire or circuit breaker) shall be contractor's responsibility.

The engine protection devices shall have sensing elements located on the engine for: Low lubrication oil pressure; High coolant temperature; Over speed; and Over crank.

2.02 THE GENERATOR

The generator shall produce 480/277 volt, 3 phase, 4 wire 60 Hz power with a minimum continuous standby rating of 300 kW at 1800 r/min. `

Voltage regulator shall provide no load to full load regulation of rated voltage within + / -1% during steady-state condition. The voltage regulator shall be insensitive to severe load induced waveshape distortion from SCR or thyristor circuits such as those used in battery charging (UPS) and motor speed control equipment. Provide a means to adjust the voltage a minimum of + / -5% voltage from rated value.

2.03 ENGINE-GENERATOR SET CONTROL

Provide a lighted, unit mounted control module that is factory built, wired, tested, and shock-mounted by the generator manufacturer. Control module shall be mounted on the generator end of the set. Identification shall be provided for each device or function and shall be silkscreened white on a black background. The control module shall include the following devices, or approved equals:

- A. Manual selector switch: RUN-STOP-REMOTE.
- B. Remote, two-wire 24 volt DC controls for start-stop control from the auto-transfer switch.

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- C. Manual reset ac output thermal-magnetic, molded-case circuit breaker.
- D. Automatic engine shut down for the following fault conditions:
 - 1. Over crank
 - 2. Over speed
 - 3. Low lube oil pressure
 - 4. High water temperature
- E. Remote emergency stop
- F. Indicator lamps shall be provided to signal the following functions:
 - 1. RUN - indicates unit running.
 - 2. OVERCRANK - indicates the starter has been locked out because cranking time was excessive. (Over crank sequence shall allow three starting cycles. Lockout shall occur only if the third attempt is unsuccessful.)
 - 3. OVERSPEED - indicates engine has shut down because of excessive rpm/minute.
 - 4. HIGH WATER TEMPERATURE - indicates engine has shut down because of critically high temperature.
 - 5. LOW OIL PRESSURE - indicates engine has shut down because of critically low oil pressure.
- G. A locking screwdriver type potentiometer shall be provided to adjust the voltage $\pm 5\%$ from rated value.
- H. Manual reset exciter field circuit breaker.
- I. Oil pressure gauge,
- J. Battery charge rate ammeter
- K. Engine running time meter.
- L. Water temperature gauge
- M. AC voltmeter, 90 degree scale, 2-1/2-inch (61.25 mm) faceplate, 2% switchboard meter (dual range, indicates all voltages) and phase selector switch with off position.
- N. AC ammeter (dual range, indicates current in each phase) and phase selector switch with off position.
- O. Frequency meter

2.04 AUXILIARY EQUIPMENT

Manufacturer shall provide one output circuit breaker mounted on the machine. This shall be thermal-magnetic, molded-case circuit breakers rated for the maximum allowable amperes of the unit, 600 volts.

Provide a voltage regulated battery charger, rated 120VAC, mounted on the engine/genset.

3. EXECUTION

3.01 INSTALLATION

Engine generator set shall be installed in strict accordance with the recommendations of the manufacturer and with all applicable codes and regulations. The engine generator set shall be compatible with the automatic load transfer switch. Engine-generator set shall be mounted on the existing concrete floor or Contractor shall modify the existing floor as necessary to meet the manufacturer's requirements. All connections to it shall be made with flexible pipe, conduit, etc., to

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minimize transfer of vibration. Coordinate all work and notify Owner 30 days in advance of delivery and testing.

3.02 SUPERVISION

Installation shall be supervised, checked, and tested by a qualified representative of the engine generator set manufacturer.

3.03 EXISTING CIRCUITS

Contractor may use the existing power circuits (120 volt, 20 amp) from panel board “GPX” to existing generator for supply to the battery charger and inline water heater. Contractor is responsible for verifying that conductor size and length are appropriate for new installation and to make necessary changes at its cost.

3.04 STARTUP AND TRAINING

The Contractor shall provide the services of a factory trained representative of the manufacturer for a period of not less than eight (8) hours to assist in startup of the system and to train the Owner’s personnel in proper operation and maintenance.

3.05 TESTING AND ACCEPTANCES

Contractor shall perform all field tests described above and shall verify correct operation of engine-generator set, automatic transfer switches and related annunciators and other equipment. Final acceptance shall be made when the generator set has successfully completed the on-site field tests and after all defects in material or operation have been corrected. Should any defect be discovered during acceptance tests, the test will be stopped, the defect corrected and the test started from the beginning.

End of Section