

Madison Metropolitan Sewerage District



**REQUEST FOR PROPOSAL
FOR
Engine 2 Minor Overhaul Project**

Madison, Wisconsin

February 2025

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**ADVERTISEMENT FOR BIDS
ENGINE 2 MINOR OVERHAUL PROJECT
MADISON METROPOLITAN SEWERAGE DISTRICT**

The Madison Metropolitan Sewerage District (MMSD or the District) will receive sealed bids for the Engine 2 Minor Overhaul Project. Bids will be received at the office of the District, 1610 Moorland Road, Madison, Wisconsin 53713 until 10:00 A.M., CST, on Thursday March 6, 2025, at which time and place all bids will be publicly opened and read aloud.

The project is located at MMSD's Nine Springs Wastewater Treatment Plant, 1610 Moorland Rd., Madison, Wisconsin. The District will host onsite access to the Engine to view the project. Onsite access will be provided as requested. Attendance is NOT mandatory but is highly recommended. To request a time to view the Engine please contact Erik Rehr at 608-709-1833. Responses to any questions received during the onsite access sessions will be answered in a formal addendum.

The District wishes to perform a minor top side overhaul of its cogeneration engine 2 located in Sludge Control Building 2 on the Nine Springs Wastewater Treatment Plant campus. The scope of work includes, but is not limited to, removal and rebuild of existing cylinder heads, installation of customer owned cylinder heads, inspection of cylinder sleeves and pistons, installation of new seals, gaskets and O-rings as needed, etc.

Complete digital project bidding documents are available by visiting the district's website at <https://www.madsewer.org/contracting-center>. No paper project documents will be provided by MMSD.

Bids shall be addressed to the Madison Metropolitan Sewerage District; Erik Rehr, Maintenance and Reliability Manager; 1610 Moorland Road; Madison, Wisconsin 53713; and shall be marked "Sealed Bid, Engine 2 Minor Overhaul Project." This project is exempt from State of Wisconsin sales and use taxes in accordance with Wisconsin Administrative Rule Tax 11.11 pursuant to Section 77.54(26) of the Wisconsin Statutes. Contract letting is subject to the provisions of Section 66.0901, Wisconsin Statutes. All bid responses will be public records.

All prospective bidders must submit qualifications for review and approval by the District. Prequalification applications will be distributed with the Contract documents or can be obtained from the District. Bidders who have already submitted prequalification documentation to the District within the current calendar year need not resubmit but must notify the District in writing by the due date (using the form provided) of their desire to prequalify for this specific work. Prequalification applications must be completed and emailed to prequalifications@madsewer.org no later than 4:00 p.m. (local time) on February 24, 2025. Bidders will be notified only of disqualification no later than 12:00 p.m. on Thursday, February 27, 2025. If a bidder has not filed the prequalification application, their bid shall not be opened.

All questions regarding the project shall be directed to Erik Rehr, Maintenance and Reliability Manager, Madison Metropolitan Sewerage District. Phone: (608) 709-1833, Cell (608) 514-3126, FAX (608) 299-2129, email: rfp@madsewer.org.

The Bid must be accompanied by Bid security made payable to Owner in an amount of 5% of the Bidder's maximum Bid price.

The District reserves the right to reject any or all bids or to waive any technicality and accept any bid that may, in its opinion, be advantageous to the District.

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff and termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Published by authority of the Commissioners of the Madison Metropolitan Sewerage District.

By _____

Bradley Murphy, Secretary

Madison, Wisconsin
February 2025

Madison Metropolitan Sewerage District



PRE-QUALIFICATION APPLICATION

THE CONTENTS OF THIS QUESTIONNAIRE SHALL BE CONFIDENTIAL FOR THE EXCLUSIVE USE OF THE CONTRACTING AGENCY AND SHALL NOT BE MADE PUBLIC EXCEPT BY WRITTEN PERMISSION OF THE PROSPECTIVE BIDDER.

INFORMATION / INSTRUCTIONS

- 1) To be submitted by all prime bidders. All others to submit as required by the bidding documents.
- 2) Must be received by The District prior to deadline stated in bidding documents. Additional information, if necessary, may be requested by the District.
- 3) Fill out and send questionnaire (IN PDF FORMAT) to: Prequalifications@madsewer.org
- 4) Bidder's Statement of Request for Pre-Qualification (**Green Sheet**) must be filled out for every project.
- 5) Statement of Qualifications (**Blue Sheets**) are valid for the current calendar year only.
(EXAMPLE: project bid in June, statement of qualifications valid until 12/31)
- 6) Submission of the Blue Sheets section of the application does not grant automatic approval for all projects advertised by the District in the current calendar year. Qualifications are still reviewed project to project by project engineer.

PREQUALIFICATION STATEMENT

There is submitted herewith for your consideration, pursuant to Section 66.0901(2), Wisconsin Statutes, a statement of qualifications of the undersigned to furnish the necessary labor, materials, and skills required to enter upon and complete contracts for Madison Metropolitan Sewerage District.

BIDDER'S STATEMENT OF REQUEST FOR PRE-QUALIFICATION

IDENTIFICATION

1. Firm's Name: _____

Mailing Address: _____

Telephone: _____

E-Mail: _____

Number of years in business under present name: _____

Is the business a: Corporation (includes LLC and S) Partnership Individual Owner

If a Corporation: Year incorporated: _____ State incorporated: _____

Contact information regarding questions related to this form:

Name: _____

Telephone Number: _____

Email Address: _____

2. The above-named Bidder requests to be pre-qualified for construction of the following project/contract:

Which do you wish to qualify as (select all that apply): Prime Contractor Subcontractor

Please specify trade(s) : _____

Bidder **HAS NOT** submitted a Statement of Qualifications within the current calendar year. Documentation is required. Proceed to following page, complete forms and attach documentation.

Bidder **HAS** submitted a Statement of Qualifications within the current calendar year. A new Statement of Qualifications is not required. Bidder acknowledges his/her intent to be pre-qualified for the above-named project(s) by signing and dating this form below and by returning this form to the District prior to the deadline stated in the bidding documents.

Firm Name

Signature

Title

Date

BIDDER'S STATEMENT OF QUALIFICATIONS

EXPERIENCE

I - PERSONNEL

What is the experience of the principal individuals, including officers, superintendents and/or foremen/women, of your organization? Provide information similar to the table below:

Name	Present Position/Title	Years of Experience	Description of Duties
(1)	(3)	(3)	(4)

Average number of employees during the last 12 months:

Office: _____ Skilled: _____ Unskilled: _____

II - PROJECTS COMPLETED

Provide a list of work performed on any projects pertinent to the type of work for which pre-qualification is desired. Provide information similar to the table below. Under "Capacity", state whether the work was as a Prime Contractor, Subcontractor, etc.

Year Finished	Project Name	Type of Work	Capacity	Contract Amount (\$)	Reference Name	Reference City, State	Reference Phone #	Reference Email
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

III - CURRENT CONTRACTS

Attach information related to current contracts. Highlight contracts that are for work similar to the type of work for which pre-qualification is desired. Provide information similar to the table below:

Project Name	Owner	% Complete	Contract Amount (\$)	Completion Date	Type of Work	Reference Name	Reference City, State	Reference Phone #	Reference Email
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

IV - EQUIPMENT

Provide a list of major pieces of equipment owned and available when needed for proposed work. Provide information similar to the table below:

No. of Each	Description	Model/Size	Capacity	Year
(1)	(2)	(3)	(4)	(5)

CONTRACTUAL RESPONSIBILITY

Answering "yes" to any of the following questions may not directly disqualify a company from becoming approved to bid by the District. However, *failure to answer truthfully* will likely result in disqualification.

If response is "Yes", please attach a description of particulars (date, parties involved, type of work, amount of contract, cause, resolution).

1) Has your firm or any officer or partner of your firm ever been debarred, suspended, disapproved, or not pre-qualified by the State of Wisconsin or any government entity in the past ten (10) years?
[] Yes [] No

2) Has your firm or any officer or partner of your firm had any type of business, contracting, or trade license, certification, or registration revoked or suspended in the past ten (10) years?
[] Yes [] No

3) Does your firm or any officer or partner of your firm have an open or ongoing investigation or been cited in a violation of federal, state, or local government safety or environmental laws? This includes, but is not limited to, any OSHA, EPA, or WDNR violations.
[] Yes [] No

If Yes, include in description the OSHA reportable incidents and citations.

4) Has your firm or any officer or partner of your firm ever declared bankruptcy while performing work on a contract or work awarded to it in the past ten (10) years?
[] Yes [] No

5) Has your firm ever defaulted on or failed to complete any contract or work awarded to it in the past ten (10) years?
[] Yes [] No

6) Has your firm or any officer or partner of your firm asked to be relieved from a bid submitted by it to a public awarding authority in the past ten (10) years?
[] Yes [] No

7) Has your firm or any officer or partner of your firm ever been charged with or convicted of a violation of any Davis Bacon federal wage rates?
[] Yes [] No

8) Has your firm; any of its owners; a subsidiary or corporate parent; or any officer, director, or partner thereof, been convicted of violating Section 133.03 Wisconsin Statutes (Unlawful Contracts: Conspiracies) in the last ten (10) years?
[] Yes [] No

COMMITMENT TO SAFETY

A safe work environment is always the top priority of the District, and this priority extends to all contractors and subcontractors on work of any capacity. **Please attach a description of your company's commitment to safety** (including but not limited to safety programs, safety personnel, and leadership commitment)

BONDING RESPONSIBILITY

Current Bonding Company

Bonding Company Name: _____

Mailing Address: _____

Telephone: _____ E-Mail: _____

Firm's current performance and payment bond limit for a single job: _____

Firm's current performance and payment bond limit for aggregate jobs: _____

CONTRACTOR'S FINANCIAL STATEMENT

- 1) Attach a bank letter, no later than the previous calendar year, indicating credit available.
- 2) Attach a dated, recent financial statement, no later than the previous calendar year, showing breakdown of your firm's assets, liabilities, and net worth.

AFFIDAVIT

I certify that all above statements and attachments hereto are true and correct and are made on behalf of

Firm Name

Officer/Owner Name

Signature

Title

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

_____ Notary Public.

My commission expires _____.

**PROPOSAL FOR
MADISON METROPOLITAN SEWERAGE DISTRICT
ENGINE 2 MINOR OVERHAUL PROJECT**

NOTE: Use Black Ink Or Typewriter For Completing This Bid Form

PROJECT: ENGINE 2 MINOR OVERHAUL PROJECT

THIS BID IS SUBMITTED TO: Madison Metropolitan Sewerage District
1610 Moorland Road
Madison, Wisconsin 53713

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Request for Proposal, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for the period of time specified in the Advertisement for Bids after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda, receipt of all which is hereby acknowledged:

<u>Addenda Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
- (d) The District is tax exempt; no sales taxes shall be included in the proposal prices.

4. Bidder will complete the Work for the following prices:

Item and Description

Base Bid

1. **Engine 2 Minor Overhaul:** To completely perform a topside overhaul of the blower engine as described in the project Scope of Work, and all other associated work for:

Engine 2 Minor Overhaul at \$ _____

BASE BID TOTAL (Bid Item 1) \$ _____

(Contractor's Seal) Signature: _____

Printed Name of Signer: _____

Title: _____

5. Bidder agrees that the Work will be substantially completed as specified in the Request for Proposal. Date of final completion and ready for final payment shall also be as specified in the Request for Proposal.

Bidder accepts the provisions of the Request for Proposal as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security

7. Communications concerning this Bid shall be addressed to:

Name: _____

Company Name: _____

Address: _____

Telephone No.: _____

8. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED ON _____, 20_____

BID BOND
ENGINE 2 MINOR OVERHAUL PROJECT
MADISON METROPOLITAN SEWERAGE DISTRICT

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ hereinafter called the Principal (Bidder), and _____

a corporation duly organized and existing under the laws of the State of _____,

having its principal place of business at _____, and authorized to do

business in the State of Wisconsin, as Surety, are held and firmly bound unto the _____

_____ 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 presents.

THE CONDITION OF THIS BOND IS SUCH THAT: WHEREAS, the

Principal is herewith submitting his or its 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 Agreement and shall furnish such Performance Bond and Payment Bond as 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 Agreement and furnish the bonds, the Surety hereby agrees to pay to the Obligee the penal sum as liquidated damages.

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

[SEAL] _____
PRINCIPAL

WITNESS BY _____ (TITLE)

[SEAL] _____
SURETY

WITNESS BY _____ (TITLE)

**CONTRACT FOR
ENGINE 2 MINOR OVERHAUL PROJECT
MADISON METROPOLITAN SEWERAGE DISTRICT**

THIS CONTRACT, made this _____ day of _____, 20____
between _____

hereinafter called the CONTRACTOR, and the Madison Metropolitan Sewerage District,
hereinafter called the OWNER or the District.

WITNESSETH: That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I, SCOPE OF WORK:

The contractor shall provide and furnish all labor, materials, equipment, tools, power, utilities, transportation, and all other items and services necessary to perform and complete in a workman like manner the **Engine 2 Minor Overhaul Project**, for the Madison Metropolitan Sewerage District, all in accordance with the Contract Documents herein mentioned, including any and all Addenda prepared by the Madison Metropolitan Sewerage District, which Contract Documents are made a part of this Contract; and the contractor shall do all other things required of the Contractor by said Contract Documents.

ARTICLE II, CONTRACT PRICE:

The Owner shall pay to the contractor for the performance of this Contract in U.S. dollars, the amount of _____ Dollars and _____ Cents, (_____), the said amount being computed from the Contractor's prices stated in the Proposal. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the Contract Documents.

ARTICLE III, CONTRACT DOCUMENTS:

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

1. Addenda No. ___ to ___ inclusive
2. Advertisement
3. Request for Proposal
4. Contractor's Proposal
5. This Instrument

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts this day and year first above written.

(Contractor's Seal)

(Contractor)

Attest _____

By _____

Title _____

Title _____

(Owner's Seal)

Madison Metropolitan Sewerage District
(Owner)

Attest _____

By _____

Title _____

Title _____

REQUEST FOR BID
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REQUEST FOR BID
ENGINE 2 MINOR OVERHAUL PROJECT
MADISON METROPOLITAN SEWERAGE DISTRICT

The Madison Metropolitan Sewerage District (MMSD or the District) will receive sealed bids for the Engine 2 Minor Overhaul Project. Bids will be received at the office of the District, 1610 Moorland Road, Madison, Wisconsin 53713, until 10:00 A.M., CST, on Thursday March 6, 2025, at which time and place all bids will be publicly opened and read aloud.

Project Location

The project is located at the Nine Springs Wastewater Treatment Plant, 1610 Moorland Rd., Madison, Wisconsin.

Project Description and Scope of Work

The District wishes to perform a minor top side overhaul of its cogeneration engine 2 located in Sludge Control Building 2 on the Nine Springs Wastewater Treatment Plant campus. The scope of work includes, but is not limited to, removal and rebuild of existing cylinder heads, installation of customer owned cylinder heads, inspection of cylinder sleeves and pistons, installation of new seals, gaskets and O-rings as needed, etc.

Contractor Warranty

Provide Warranty covering 1 year from date of completion. The warranty is to include both material and installation.

Conduct of Work and Use of Site

Contractor must conduct work in manner that will not hinder District personnel's access. Any shutdowns must be coordinated with the Owner. Adequate equipment must be provided by the Contractor to ensure a minimum negative impact on the surrounding building during the work. The Contractor is responsible for determining the suitability of access points to the site. These access routes and any proposed storage areas must be approved by MMSD before beginning work.

The Contractor shall conform to all local, state, and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.

Typical allowable working hours are 7 am to 3:30 pm.

Any damage done by the Contractor to any property shall be repaired to a condition equal to or better than what existed prior to the damage. Any damage repairs shall be considered as incidental to the Contract.

Upon acceptance of the installed work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work. Clean up includes, but is not limited to removing rubbish, debris, dirt, equipment and excess material from the site. The Contractor shall clean adjacent surfaces soiled by and during the course of work.

Project Sequence and Schedule

Notice to Proceed is anticipated to be Friday, March 28, 2025. Final completion (installation complete, all deliverables received) shall be one hundred fifty (150) calendar days from the Notice to Proceed. Contractor shall give written notice to the District at least five (5) working days in advance of anticipated start of work

Quality Assurance

District representatives and the District's inspector shall have access to the site and the work at reasonable times for their observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith as applicable. The interpretation of this shall mean, but not be limited to mean, that the Contractor shall provide the District's inspector with access and proper safety equipment at appropriate times to perform inspection and testing. Contractor is responsible for scheduling, coordinating and paying for any regulatory inspections by the state or local jurisdictions.

Safety

The contractor agrees to perform all work under this contract in accordance with local, state, and federal safety regulations. The Contractor is specifically notified that wastewater treatment plants, pumping stations and sewer systems contain confined space work areas which may be susceptible to accumulation of hazardous gases or depletion of oxygen levels.

Handling of hazardous materials, machinery operations, worker protection, and control of airborne dust and fumes shall comply with all applicable facility, local, state, and federal health and safety regulations.

Contractor's Insurance

The Contractor shall not commence work under this Contract until all insurance required hereunder has been obtained and such insurance certification has been reviewed by the Owner. The Contractor shall not allow any Subcontractor to commence work on his Subcontract until certification for all similar insurance required for that portion of the Work has been reviewed by the Owner. Review of the insurance certification by the Owner shall not relieve or decrease the liability of the Contractor hereunder. The insurance certification shall name as Additional Insureds the Madison Metropolitan Sewerage District.

The Contractor shall obtain, pay for, and maintain during the life of this Contract such Worker's Compensation and Employer's Liability, Comprehensive General Liability, Business Automobile Liability, and Umbrella Liability Insurance to protect the Contractor performing work covered by this Contract from claims for damages for bodily injury, including accidental death, as well as for claims for property damage which may arise from operations under this Contract whether such operations be by himself or any Subcontractor, or by anyone directly or indirectly employed by either of them, on the forms, and with limits not less than set forth below:

a) General Liability

- Comprehensive general liability coverage shall include, but not be limited to, Products and Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, Personal Injury, Premises and Operations, and Explosion, Collapse and Underground.
- General aggregate limit shall be at least \$2,000,000. Policy shall be endorsed such that this full limit is reserved specifically for the named Madison Metropolitan Sewerage District project.

- Products-Completed Operations Aggregate limit shall be at least \$2,000,000.
 - Each Occurrence limit shall be at least \$1,000,000.
- b) Automobile Liability
- Auto liability policy shall cover all autos, whether owned, non-owned, or hired.
 - Bodily injury and property damage limits shall be at least \$1,000,000 each, or
 - Combined single limit shall be at least \$1,000,000.
- c) Excess Liability Umbrella Form
- Umbrella limits shall be at least \$2,000,000 aggregate/\$2,000,000 each occurrence.
- d) Worker's Compensation and Employer's Liability
- Worker's Compensation limits shall be in accordance with all applicable state and federal statutes.
 - Employer's Liability limits shall be at least \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease-each employee.

Equal Employment Opportunity Requirements

In connection with the performance of Work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, national origin or developmental disability as defined in Wisconsin Statutes. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

Bid Requirements

Bids shall be addressed to the Madison Metropolitan Sewerage District; Erik Rehr, Maintenance and Reliability Manager; 1610 Moorland Road; Madison, Wisconsin 53713; and shall be marked "Sealed Bid, Engine 2 Minor Overhaul Project."

Bids shall include all labor, materials, equipment, tools, power, utilities, transportation, and all other services or items necessary to perform and complete in a workmanlike manner, the Engine 2 Minor Overhaul Project. Contractor is responsible for obtaining all necessary permits at the contractor's expense.

This project is exempt from State of Wisconsin sales and use taxes in accordance with Wisconsin Administrative Rule Tax 11.11 pursuant to Section 77.54(26) of the Wisconsin Statutes.

The bidders are required to carefully review all the Contract Documents and to inform themselves of the conditions under which the work is to be performed. The bidder, if awarded the Contract, shall not be allowed any extra compensation by reason of their failure to have fully informed themselves prior to the bidding of any matter or thing which such bidder might have fully informed them.

If the bidder is in doubt as to the true meaning of any part of the Contract Documents, the bidder may submit to the District a written request for an interpretation thereof. Any interpretation of the Contract Documents will be made only by an addendum duly issued.

A bidder may withdraw their bid, providing such a written request is in the hands of the District by the time set for opening bids. When such a bid is reached, it will be returned unopened to

the bidder. No bid shall be withdrawn after the opening of bids for a period of thirty (30) calendar days after the scheduled time of receiving bids without the consent of the District.

Terms

The District reserves the right to reject any or all bids or to waive any irregularities in any bid or to accept any bid which will be in the best interests of the District.

Within twenty (20) calendar days after the opening of bids, the Owner will accept one of the Bids or will act as stated herein. The acceptance of the Bid will be by written Notice of Award, mailed or delivered to the office designated in the Bid.

Before award of any Contract can be approved, MMSD shall be satisfied that the bidder involved maintains a permanent place of business, has adequate plant and equipment to do the work properly and expeditiously, has a suitable financial status to meet obligations incident to the work, has appropriate technical experience, and has a satisfactory performance record. The award, if made, will be made to the lowest, qualified, responsive, responsible bidder.

Within ten (10) calendar days after receiving the Notice of Award, the successful Bidder shall sign the Contract hereto attached and submit to the District acceptable certificates of insurance required under the Contract Documents. Within fifteen (15) calendar days after receiving the signed Contract from the successful bidder, the Owner's authorized agent will sign the Contract. Three executed counterparts of the Contract and certificates of insurance will be required.

The Contractor shall not begin work until written Notice to Proceed has been issued by MMSD. The Contractor shall abide by any special instructions which may be stated in the Notice to Proceed.

If the bidder whose Bid is accepted should fail to execute the proper Contract within the time allowed as stated herein, the Owner may award the Contract to another bidder and the certified check or bid bond of the first-mentioned bidder shall be forfeited.

Payment will be made to the Contractor within 30 days of written request for payment after completion of the work. Written request for payment shall indicate date of completion for warranty purposes.

Liquidated damages in the amount of \$500.00 per calendar day shall be enforced by the District and shall be paid to the District by the Contractor for each day that the required work remains incomplete beyond the Final Completion date as stated in Project Sequence and Schedule.

Contract letting is subject to the provisions of Section 66.0901, Wisconsin Statutes.

Submittals

The Contractor shall submit the following for review and approval to the MMSD Engineer.

- a. Submit with the bid:
 - Required Bid Security
- b. Submit with signed Contract:
 - Certificates of Insurance.
- c. Submit prior to delivery of materials and installation:
 - Manufacturer's product literature for the engine parts and all major engine components being replaced, complete assembly and installation drawings and requirements and descriptive information on materials and equipment furnished.

- Proposed schedule of work, showing how the work will be completed by the required date.
- d. Submit upon completion of installation:
- Complete list of parts used on overhaul of the engine.
 - Inspection and test reports, lien waivers, and 1-year warranty.

Existing Engine Information

1. The existing engine is described as follows:

- a. Manufacturer: Waukesha
- b. Installation date: 1991
- c. Model: L7042GU
- d. Serial #: 401698
- e. Cylinders: 12
- f. Fuel: Biogas
- g. RPM: 900
- h. Purpose: Electrical Generation

Scope of Work

1. General Information

- a. Contractor's bid to include the minor **top side** overhaul of the engine described above. Contractor's bid shall also include any demolition, disposal of materials, and work by other trades or companies in order to complete the entire job.

2. Clarifications and Assumptions

- a. All bids shall be based on the following:
 1. In place overhauls are required. Contractor must perform overhaul of the engine at MMSD.
 2. Quote to assume all pistons and sleeves are within specifications. If parts are found out of specifications or damaged, additional costs will be dealt with via a change order on a case-by-case basis.
 3. All replacement parts to be new Waukesha OEM parts. Refurbished or commercial equivalent parts are not acceptable.
 4. Bid to include inspections and testing required.
 5. Bid to include any necessary permits.

3. Engine Overhaul Minimum Requirements

- a. All new parts and equipment shall be new and defect free. Any outsourced work should be performed by a capable company with experience in rebuilding and remanufacturing engines and engine components:
 1. Completely remove customer owned cylinder heads for inspection and rebuild.
 2. Rebuild customer owned cylinder heads with "L" valves and install existing rebuilt set of customer owned heads in their place. Utilization of the Waukesha REUP program for rebuilding of the cylinder head with the "L" valves is acceptable.
 3. Install new gasket sets with each cylinder head.
 4. Replace cam follower gaskets.
 5. Inspect existing cylinder sleeves and pistons.
 6. Install new cylinder sleeve kits, if required.
 7. Install new piston kits, if required.
 8. Adjust cylinder head valves as necessary for proper performance of the engine.

Test Reports:

1. Provide one (1) electronic copy in PDF format and one bound (1) hard copy of any test or assembly reports.

Equipment Warranty:

1. Part and component manufacturers to warrant the buyer that any new parts or components be free from defects of materials or workmanship under normal use and maintenance for a period of one (1) year
2. Contractor to warrant the repair, removal or installation of any failed components for a period of one (1) year.

Removal, Shipping and Installation:

1. Contractor is responsible for shipping costs of the cylinder heads from MMSD and back to MMSD.
2. Contractor is responsible for the hiring and coordination of any subcontractors needed to complete the project.
3. Contractor is responsible for clean-up and disposal of debris.

Manufacturer Services:

1. Minimum Service Requirements:
 - a. Start-up and field testing: Provide a service technician for a minimum of one day on site at MMSD to assist with start-up of the engine.
2. Service to repair defective work: Provide during one-year warranty period.