



## 138 kV Breaker Specification

City of Negaunee  
Irontown Substation



*Seth Packwood*  
3/10/23

**Prepared by:**

**Power System Engineering, Inc.**

**March 6<sup>th</sup>, 2023**

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**SECTION 00 11 16 – ADVERTISEMENT**

**CITY OF NEGAUNEE**

**IRONTOWN SUBSTATION 138 kV BREAKER**

Furnish and deliver two (2) 138 kV breaker  
For City of Negaunee, Negaunee, Michigan

City of Negaunee, Negaunee, Michigan will receive sealed bids to furnish and deliver, including any necessary labor and materials needed to provide the equipment for two (2) new 138 kV 1200A SF6 gas substation breaker.

Sealed Bids will be received at City of Negaunee City Hall, 319 West Case Street, P.O. Box 70, Negaunee, MI 49866, until April 11<sup>th</sup>, 2023 at 11:00 a.m. EST at which time the bids will be opened and publicly read aloud.

Bids shall be addressed to City of Negaunee, Attn: City Clerk, 319 West Case Street, P.O. Box 70, Negaunee, MI 49866 and shall be marked "SEALED BID – IRONTOWN SUBSTATION 138 KV BREAKER - Submitted by (Bidder's name)".

The Bidder shall include evidence of having satisfactorily furnished and delivered similar substation breakers for at least five (5) similar installations during the past five (5) years.

Specifications and bid documents may be examined at or obtained from the Consulting Engineering Firm: Power System Engineering, Inc., Attn: Jill Igl, 2424 Rimrock Road, Suite 300, Madison, WI 53713. Ph# 608-268-3574 or by email at [iglj@powersystem.org](mailto:iglj@powersystem.org). The bidding documents will be issued electronically.

No proposal will be accepted unless accompanied by a certified check or bid bond for at least five percent (5%) of the amount of the proposal, payable to the Owner.

The Owner reserves the right to reject any or all bids, to waive any informalities in a bid, and to make awards in the interest of the Owner.

Published by authority of City of Negaunee City Clerk, and duly authorized agent for City of Negaunee Public Works.

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# SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS

## CITY OF NEGAUNEE

### IRONTOWN SUBSTATION 138 kV BREAKER

#### PART 1 - GENERAL

##### 1.1 INDEX

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  - 14. Bid Opening
  - 15. Duration of Offer
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##### 1.2 CONTRACT TIME

- A. Identify the Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.
- B. The Owner requires the work of this Contract be completed as quickly as possible. Consideration may be given to time of completion when reviewing submitted Bids.

##### 1.3 DEFINITIONS

- A. Bidding Documents: Contract Documents supplemented with Advertisement to Bid, Instructions to Bidders, Bid Form, bid securities, and other documents identified on the Table of Contents (Section 000110).
- B. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.
- C. Bid Price: Monetary sum identified by the Bidder in the Bid Form.
- D. The term "BIDDER" means one who submits a Bid directly to the Owner, as distinct from a Sub-bidder, who submits a Bid to a Bidder. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Proposal

Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Proposals).

- E. The OWNER of this project is City of Negaunee and may also be referred to as the Purchaser or Buyer.
- F. The term "CONTRACTOR" or "SUPPLIER" shall be held to mean the firm which is given a Purchase Order and/or Contract for material purchase.
- G. The ENGINEER for this project is Power System Engineering, 2424 Rimrock Road, Madison, WI.
- H. The terms "Bid" and "Proposal" have the same meaning.

#### 1.4 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as the Irontown Substation 138 kV Breaker specifications for City of Negaunee as prepared by Power System Engineering, Inc., located at 2424 Rimrock Road, Madison WI, 53713.

#### 1.5 AVAILABILITY OF DOCUMENTS

- A. Bidding Documents may be obtained from the Engineer as stated in Advertisement to Bid.
- B. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

#### 1.6 EXAMINATION OF DOCUMENTS

- A. Bidding Documents may be viewed at the office of Power System Engineering, 2424 Rimrock Road, Madison WI, 53713. The Bidding Documents will be issued electronically.
- B. Upon receipt of Bidding Documents, verify that documents are complete. Notify the Engineer if documents are incomplete.
- C. Immediately notify the Engineer upon finding discrepancies or omissions in Bidding Documents.
- D. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Section, that without exception the Bid is premised upon performing and furnishing the equipment required by the Contract Documents as may be indicated in or required by the Contract



Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the equipment.

#### 1.7 INQUIRIES AND ADDENDA

- A. Direct questions in writing or via e-mail to the Engineer, at the office of the Engineer.
- B. Verbal answers are not binding on any party.
- C. It is the Bidder's responsibility to verify with the Engineer that all Addenda have been received prior to submitting a Bid.
- D. Submit questions not less than eight days before the date set for receipt of Bids. Replies will be made by Addenda.
- E. Addenda may be issued during the bidding period. Addenda will be sent to known Bidders. Addenda become part of the Contract Documents. Oral and other interpretations or clarifications will be without legal effect. Include resultant costs in the Bid Price.

#### 1.8 BIDDER QUALIFICATIONS

- A. The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by the Contractor if acceptable to Engineer, application for such acceptance will not be considered by the Engineer until after the Effective Date of the Agreement or issuance of a Purchase Order.
- B. The Bidder shall include evidence of having satisfactorily provided similar services to similar users for at least five installations during the past five years.

#### 1.9 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for delivery of Bids in the manner and time prescribed in the Advertisement.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security deposit in a closed opaque envelope, clearly identified with the Bidder's name, Project name, and Owner's name on the outside.
- C. Improperly completed information, irregularities in security deposit or Bid Bond, will be cause not to open the Bid Form envelope and declare the Bid invalid or informal.
- D. An abstract summary of submitted Bids will be made available to all Bidders following the Bid Opening.

## 1.10 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, or that contain arithmetical errors, erasures, alterations, or irregularities of any kind, will be declared unacceptable at the Owner's discretion.
- B. Bid Forms, Appendices, and enclosures which are improperly prepared will be declared unacceptable at the Owner's discretion.
- C. Failure to provide the security deposit, bonds, or insurance requirements will invalidate the Bid at the discretion of the Owner.

## 1.11 BID SECURITY

- A. Each Bid must be accompanied by Bid Security made payable to the Owner in an amount and in the form as defined in the Advertisement. If the amount of Bid Security is not defined in the Advertisement, the Bid security shall be five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any Bond furnished by the Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the above requirements, the Bidder shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to the Owner. The security deposit of the accepted Bidder will be returned after delivery to the Engineer of the required Performance Bond by the accepted Bidder.
- B. Bid, Performance, and Payment Bonds shall be issued by a surety company licensed to do business in the state of the Owner and Owner's project. The Performance Bond shall be equal to 100% of the contract price.
- C. The Bid Security is used as a guarantee that if the Proposal is accepted, the Bidder will execute and file three (3) completed copies of the required proper Contract and Performance Bond within fifteen (15) days after award of the Contract.
- D. The Bid Security of the successful Bidder will be retained until such Bidder has executed the Agreement or accepted the Purchase Order and furnished the required Contract Security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement or accept the Purchase Order within fifteen days after the Notice of Award or issuance of Purchase Order, the Owner may annul the Notice of Award or Purchase Order and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the

seventh day after the Effective Date of the Agreement or the forty-sixth day after the Bid Opening, whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned on acceptance of the Contract.

E. If no Contract is awarded, security deposits will be returned.

#### 1.12 BID FORM REQUIREMENTS

A. Complete requested information in the Proposal Form and Bidding Documents.

B. Provide additional Bid data as outlined in the technical specification.

#### 1.13 SELECTION AND AWARD OF BIDS

A. Bids will be evaluated and selected based on the lowest evaluated, responsible, acceptable total base Bid price with full consideration of alternates.

#### 1.14 BID OPENING

A. Bids will be opened publicly immediately after the time for receipt of Bids noted in the Advertisement or any Addendums adjusting the timeframe.

#### 1.15 DURATION OF OFFER

A. Bids shall remain open to acceptance for a period of 60 days after the bid closing date.

B. No Bid shall be withdrawn after the opening of Bids without written consent of the Owner for a period of sixty (60) days after the scheduled time of receiving the Bids.

#### 1.16 ACCEPTANCE OF OFFER

A. The Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate Contract terms with the successful Bidder and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, the Owner reserves the right to reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.

B. After acceptance by the Owner, the Engineer, on behalf of the Owner, will issue to the accepted Bidder a written Notice of Award.

C. The Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, Suppliers and other persons and organizations to perform and furnish

the equipment in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time.

- D. If the Contract is to be awarded, it will be awarded to the Bidder whose Bid offer, as evaluated by the Owner, indicates to the Owner that the award will result in the lowest overall project cost at completion and be in the best interests of the project and the Owner.
- E. Notwithstanding delay in the preparation and execution of the Agreement, the accepted Bidder shall be prepared, upon written Notice of Award, to commence work immediately following receipt of official written order of the Owner to proceed, or on a date stipulated in such order.
- F. The accepted Bidder shall assist and cooperate with the Owner to prepare the Agreement, and within fifteen days following its presentation shall execute the Agreement and return it to the Owner.

**END OF SECTION**

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**SECTION 00 41 13 – PROPOSAL**

**CITY OF NEGAUNEE**

**IRONTOWN SUBSTATION 138 kV BREAKER**

\*All bids shall be in U.S. Dollars in lawful money of the United States of America.

TO: City of Negaunee (Hereinafter called the "Owner")

1. Base Bid - Total firm price to furnish two (2) 138 kV 1200 Amp breakers, in accordance with the Specifications (does not include unloading, assembly, and field testing):

Quoted Price – two (2) breakers \$ \_\_\_\_\_

\$ \_\_\_\_\_ dollars and \_\_\_\_\_ cents.

2. Alternate Bid - Manufacturer suggested alternate, assuming alternates are acceptable:

Quoted Price – two (2) breakers \$ \_\_\_\_\_

\$ \_\_\_\_\_ dollars and \_\_\_\_\_ cents.

3. Price for one (1) lot of special handling, assembly, and maintenance tools

\$ \_\_\_\_\_

4. Optional price for extended warranty

a. Warranty Period: \_\_\_\_\_ \$ \_\_\_\_\_

b. Warranty Period: \_\_\_\_\_ \$ \_\_\_\_\_

5. Optional factory service rate for installation, inspection and checkout per breaker

\$ \_\_\_\_\_

6. Delivery: Shipping ARO \_\_\_\_\_ Weeks

7. List items which will be shipped unassembled and require assembly in the field:

\_\_\_\_\_  
\_\_\_\_\_

8. Shop drawing submittal schedule:

For Review ARO \_\_\_\_\_

Final ARO \_\_\_\_\_

9. Breaker data

a. Manufacturer \_\_\_\_\_

b. Factory location \_\_\_\_\_

- c. Manufacturer's type designation \_\_\_\_\_
- d. Weight:
  - i. Shipping weight \_\_\_\_\_
  - ii. Total weight \_\_\_\_\_
- e. Overall dimensions (inches):
  - i. Length \_\_\_\_\_
  - ii. Height \_\_\_\_\_
  - iii. Width \_\_\_\_\_
  - iv. Height for bushing removal \_\_\_\_\_
- f. DC currents at normal DC voltage (125 V DC for 1200 Amp breaker):
  - i. Trip \_\_\_\_\_
  - ii. Close \_\_\_\_\_
- g. AC auxiliary power required:
  - i. Voltage \_\_\_\_\_
  - ii. Enclosure heater voltage \_\_\_\_\_
  - iii. Enclosure heater watts \_\_\_\_\_
  - iv. Motor - Running amperes \_\_\_\_\_
  - v. Starting amperes \_\_\_\_\_
- h. Foundation loads:
  - i. Static \_\_\_\_\_
  - ii. Dynamic \_\_\_\_\_
- i. Ratings (1200 Amp breaker):
  - i. Maximum voltage \_\_\_\_\_
  - ii. BIL \_\_\_\_\_
  - iii. Continuous current \_\_\_\_\_
  - iv. Short circuit current at rated maximum voltage \_\_\_\_\_
  - v. Interrupting time (cycles) \_\_\_\_\_
  - vi. Maximum symmetrical interrupting capability \_\_\_\_\_
  - vii. Three-second short circuit current carry capability \_\_\_\_\_
  - viii. Closing and latching capability \_\_\_\_\_

10. The equipment proposed is in accordance with the specifications:

Yes  No - (If not, list all exceptions on a separate sheet & identify as "Exceptions")

11. Options:

[List as required for each application]

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

Date	Addendum #
_____	_____
_____	_____

- (a) 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 materials and equipment.
- (b) 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.
- (c) BIDDER certifies that this proposal is made and submitted without fraud or collusion with any other firm or corporation whatsoever. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- (d) The BIDDER acknowledges the right of the OWNER to reject any or all Bids, waive any irregularities or informalities therein and award the Contract to other than the lowest evaluated Bidder if, in its discretion, the interests of the OWNER would be best served thereby.



14. City of Negaunee is a tax exempt entity. Tax exempt information can be provided to the successful bidder if required.

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

Required bid security in the form of a Certified Check or Bid Bond, being at least five percent (5%) of the amount bid, and made payable to the OWNER.

SELLER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

Proposal contact person: \_\_\_\_\_

Email address of proposal contact person: \_\_\_\_\_

Phone number of proposal contact person: \_\_\_\_\_

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**SECTION 00 42 00 – BID BOND**

**CITY OF NEGAUNEE**

**IRONTOWN SUBSTATION 138 kV BREAKER**

BIDDER  
(Name and Address):

SURETY  
(Name and Address of Principal Place of Business):

\_\_\_\_\_

\_\_\_\_\_

OWNER (Name and Address)

City of Negaunee  
319 West Case Street  
P.O. Box 70  
Negaunee, MI 49866

BID

BID DUE DATE: April 11<sup>th</sup>, 2023

PROJECT: 138 kV Breaker

BOND

BOND NUMBER: \_\_\_\_\_

DATE: (Not later than Bid Due Date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the following page hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER  
\_\_\_\_\_  
(Seal)  
Bidder's Name and Corporate Seal

SURETY  
\_\_\_\_\_  
(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title (Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - b. All Bids are rejected by Owner, or
  - c. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extensions thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein included a bid, offer or proposal as applicable.

**END OF SECTION**

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**SECTION 00 52 00 – CONTRACT**

**CITY OF NEGAUNEE**

**IRONTOWN SUBSTATION 138kV BREAKER**

THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ hereinafter called the "CONTRACTOR", and City of Negaunee, 319 West Case Street, P.O. Box 70, Negaunee, MI 49866 hereinafter called the "OWNER".

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

**ARTICLE I, SCOPE OF WORK:** The Contractor shall perform everything required to be performed and shall provide and furnish the labor, and/or equipment, materials, necessary tools, expendable equipment and all utility and transportation services required to:

furnish and deliver two (2) 138 kV Breakers as defined in the specifications

all in accordance with the drawings and specifications, including any and all addenda, prepared by POWER SYSTEM ENGINEERING, INC., "ENGINEER", which drawings and specifications are made part of this Contract; and in strict compliance with the Contractor's proposal and other component parts of the Contract Documents herein mentioned, which are a part of this Contract. The Contractor shall do everything required by this Contract including all the component parts of the Contract Documents constituting a part hereof.

**ARTICLE II, CONTRACT PRICE:** The Owner shall pay to the Contractor for the performance of this Contract, subject to any addition or deduction provided therein, in current United States funds, the amount of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_). This said amount includes

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the Contract Documents made a part of this Contract.

**ARTICLE III, CONTRACT DOCUMENTS:** The Contract Documents consist of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. All documents as outlined in the Table of Contents.
2. Agreed upon clarifications between the Owner and Contractor after receipt of proposal.
3. The Contractor's proposal.
4. All other documents affixed to this Contract.

In the event that any of the provisions in any of the above component parts of this Contract conflict 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.

**ARTICLE IV, CONTRACT EXECUTION:** This Contract is executed in triplicate.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed the day and year first above written.

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest:

By \_\_\_\_\_

By \_\_\_\_\_

(CORPORATE SEAL)

(CORPORATE SEAL)

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

OWNER:

City of Negaunee  
600 Cherry Street  
Negaunee, MI 49866

Attest:

By \_\_\_\_\_

By \_\_\_\_\_ (Seal)

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

## INSTRUCTIONS FOR EXECUTING THE CONTRACT

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with an official signature. The name of the signing party or parties shall be printed legibly under all signatures to the Contract.

If the Contractor be a corporation the following certificate shall be executed:

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ secretary of the corporation named as

Contractor herein; that \_\_\_\_\_ who signed the foregoing Contract on behalf of the

Contractor was then \_\_\_\_\_ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

By \_\_\_\_\_ (Seal)

Title \_\_\_\_\_

In lieu of the foregoing certificate there may be attached to the Contract, a certified copy of the resolution of the board of directors of the corporation evidencing the authority of such official to sign the Contract.

The Contract shall also bear the attesting signature of the secretary or the assistant secretary of the corporation, and impressions of the corporate seal where indicated if a seal exists. Contracts which are signed by the secretary of the corporation shall be attested by some other officer of the corporation. If the corporation has no seal, include a statement or notation stating that the corporation has no seal.

If the Contractor be a partnership, the trade name (if the Contractor be operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by each partner. If the Contract is not signed by each partner, there shall be attached to the Contract, a duly authenticated power of attorney executed by the partners evidencing the signer's authority to sign such Contract for and in behalf of the partnership or the partner.

If the Contractor be an individual, the trade name (if the Contractor be operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If the Contract is signed by one other than the individual, there shall be attached to the Contract, a duly authenticated power of attorney executed by the individual evidencing the signer's authority to sign such Contract for and in behalf of the individual.

**END OF SECTION**



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**SECTION 00 61 13 – PERFORMANCE BOND**

**CITY OF NEGAUNEE**

**IRONTOWN SUBSTATION 138 kV BREAKER**

KNOW ALL MEN BY THESE PRESENTS that

we \_\_\_\_\_

\_\_\_\_\_ as Principal, and \_\_\_\_\_

\_\_\_\_\_ as Surety, are held and firmly

bound unto \_\_\_\_\_ hereinafter

called the Owner, in the penal sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of the obligation is such that whereas the Principal has executed the attached Contract dated

\_\_\_\_\_, 2023, to:

furnish and deliver two (2) 138 kV Breakers per the plans and specifications.

NOW THEREFORE, if the Principal shall:

well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the terms of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and

promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived;

then this obligation to be void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this document under their several seals this

\_\_\_\_\_ day of \_\_\_\_\_, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of: Witness

Individual Principal

By \_\_\_\_\_  
(Seal)

By \_\_\_\_\_

Corporate Principal

\_\_\_\_\_  
Business Address  
(Affix)  
By \_\_\_\_\_ (Corporate)  
(Seal)

Attest:

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Corporate Surety

\_\_\_\_\_  
Business Address  
(Affix)  
By \_\_\_\_\_ (Corporate)  
(Seal)

\_\_\_\_\_  
Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the Corporation named as Principal in the within bond, that \_\_\_\_\_

who signed the said bond on behalf of the Principal was \_\_\_\_\_ of said Corporation; that I know his signature, and his signature thereto is genuine, and that said bond was duly signed, sealed, and attested for in behalf of said Corporation by authority of its governing body.

By \_\_\_\_\_ (Affix)  
(Corporate)  
(Seal)

**END OF SECTION**

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**SECTION 00 61 14 – PAYMENT BOND**

**CITY OF NEGAUNEE**

**IRONTOWN SUBSTATION 138 kV BREAKER**

That “the **Contractor**,” \_\_\_\_\_, a corporation\_\_\_\_, individual\_\_\_\_, partnership\_\_\_\_, joint venture\_\_\_\_ of the State of \_\_\_\_\_, qualified to do business in the State of Michigan, as Principal, and “the Surety,” \_\_\_\_\_, of the State of \_\_\_\_\_, as surety, are held bound unto the City of Negaunee, “the **Owner**,” as Obligee, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which the **Contractor** and Surety bind themselves, their respective heirs, successors, legal representatives and assigns, jointly and severally, in compliance with 1963 PA 213, as amended, MCL 129.201 et seq.

The Contractor has entered into “the Contract” with the **Owner** for \_\_\_\_\_ “the Work,” covered by the Contract Document which are incorporated into this Payment Bond by this reference:

If the Contractor promptly pays all claimants supplying labor or materials to the **Contractor** or to the **Contractor's** Subcontractors in the prosecution of the Work, then THIS OBLIGATION IS VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT.

- A. All rights and remedies on this Payment Bond are solely for the protection of all claimants supplying labor and materials to the **Contractor** or the **Contractor's** Subcontractors in the prosecution of the Work, and must be determined in accordance with Michigan Law.
- B. No change in Contract Price or Contract Time, "or equal" or substitution or modification of the Contract Documents (including addition, deletion or other revision) must release the Surety of its obligations under this Payment Bond. The Surety hereby expressly waives notice of any such change in Contract Price or Contract Time, "or equal" or substitution or modification of the Contract Documents (including addition, deletion or other revision).
- C. It is the intention of the **Contractor** and Surety that they must be bound by all terms and conditions of the Contract Documents (including, but not limited to this Payment Bond). However, this Payment Bond is executed pursuant to 1963 PA 213, as amended, MCL 129.201 et seq., and if any provision(s) of this Payment Bond is/are illegal, invalid or unenforceable, all other provisions of this Payment Bond must nevertheless remain in full force and effect, and the **Owner** must be protected to the full extent provided by 1963 PA 213, as amended, MCL 129.201 et seq.

**IMPORTANT:** The Surety must be authorized to do business in the State of Michigan by the Department of Licensing and Regulatory Affairs - Insurance Bureau, must be listed on the current U.S. Department of the Treasury Circular 570, and, unless otherwise authorized by the Owner in writing, must have at least an A- Best's rating and a Class VII or better financial size category per current A. M. Best Company ratings.

Name, Address, and Telephone of the Surety

Address and Telephone of Agent, who is either a resident of, or whose principal office is maintained in the State of Michigan

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE **CONTRACTOR**: (Print Full Name and Sign) By: \_\_\_\_\_

WITNESS \_\_\_\_\_

Name & Title: \_\_\_\_\_

Telephone No: \_\_\_\_\_

THE **SURETY**: (Print Full Name and Sign)

Agent: \_\_\_\_\_

WITNESS \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

Telephone No: \_\_\_\_\_

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**SECTION 00 65 20 – WAIVER AND RELEASE OF LIEN**

**CITY OF NEGAUNEE**

**IRONTOWN SUBSTATION 138 kV BREAKER**

WHEREAS, the undersigned, \_\_\_\_\_ has furnished to  
manufacturer, materialman, contractor or subcontractor

\_\_\_\_\_ the following: \_\_\_\_\_  
name of contractor kind of material and services furnished

in the construction of a project belonging to \_\_\_\_\_, known as  
name of owner

\_\_\_\_\_  
project designation

NOW, THEREFORE, the undersigned, \_\_\_\_\_ (name of manufacturer,  
materialman or subcontractor), for and in consideration \$\_\_\_\_\_, and other good and  
valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and  
release any and all liens, or right to or claim of lien, on the above described project and premises,  
under any law, common or statutory, on account of labor or materials, or both, heretofore or  
hereafter furnished by the undersigned to or for the account of said \_\_\_\_\_ for  
said project. name of contractor

Given under my (our) hand(s) and seal(s) this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
name of manufacturer, materialman or subcontractor

By \_\_\_\_\_, president, vice president, partner or owner, or, if signed by other  
than one of the foregoing, accompanied by power of attorney signed by one of the foregoing in  
favor of the signer (use designation applicable).

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**SECTION 00 72 00 – GENERAL CONDITIONS**

**CITY OF NEGAUNEE**

**IRONTOWN SUBSTATION 138 kV BREAKER**

**PART 1 - GENERAL**

**1.1 INDEX**

- A. Part 1 - General
  - 1. Index
  - 2. Intent of the Contract Documents
  - 3. Definitions
  - 4. Performance Bond and Payment Bond
  - 5. Assignment of Contract
  - 6. Chattel Mortgages
  - 7. Liens
  - 8. Contract Completion Date
  - 9. Termination for Breach of Contract
  - 10. Specifications and Submittals
  - 11. Record Data
  - 12. Equipment, Materials, and Workmanship
  - 13. Damages
  - 14. Authority of Engineer
  - 15. Payment to Contractor
  - 16. Delays
  - 17. Owner's Right to Withhold Payment
  - 18. Payment for Additional or Omitted Work
  - 19. Final Payment
  - 20. Deduction for Incorrect Work
  - 21. Correction of Work After Final Payment
  - 22. Royalties and Patents
  - 23. Warranties and Guarantees
  - 24. Compliance with Statutes and Regulations
  - 25. Supplementary Conditions

**1.2 INTENT OF THE CONTRACT DOCUMENTS**

- A. It is the intent of the Contract Documents to describe a functionally complete Project, or a portion thereof, to be furnished in accordance with the Contract Documents.
- B. The costs of equipment, materials, labor, documentation, supplies, and services as may be necessary to furnish the purchased equipment, materials, and/or labor of construction, except as expressly omitted, shall be included as part of the Work in the Contract Documents.
- C. Any equipment, materials, labor, documentation, supplies, and services that may reasonably be inferred from the Contract Documents, or from prevailing custom or trade

usage as being required to produce the intended result, shall be furnished whether or not specifically called for at no additional cost to the Owner.

- D. The Contract Documents are complimentary; what is called for by one is as binding as if called for by all.
- E. In interpreting the Contract Documents, words describing the Work that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning recognized by architects, engineers, or the trade.
- F. These General Conditions will be included in the Contract Documents to furnish equipment, materials, labor of construction, or any combination thereof.

### 1.3 DEFINITIONS

- A. Definitions are described in the Instructions to Bidders.

### 1.4 PERFORMANCE BOND AND PAYMENT BOND

- A. The Performance and Payment Bonds shall be provided as described in the Instructions to Bidders.

### 1.5 ASSIGNMENT OF CONTRACT

- A. The Contractor may not assign the Work, or any portion thereof, without the Owner's written consent. No assignment will be valid unless it contains a provision indicating that funds to be paid to the assignee are subject to a prior lien for equipment, materials, and/or labor of construction furnished in performance of the Work, in favor of all persons, firms, or corporations furnishing such equipment, materials, and/or labor of construction.

### 1.6 CHATTEL MORTGAGES

- A. No equipment or material items may be purchased by the Contractor or a Subcontractor subject to a chattel mortgage or under conditional sale or agreement by which an interest is retained by the Seller. The Contractor warrants he will have good title to equipment and/or material items used in the Work.

### 1.7 LIENS

- A. If within thirty (30) days after the Work herein has been completed and accepted by the Owner any person claiming to have furnished equipment, materials, and/or labor of construction in completion of the Work has filed a lien or claim against the Contractor for said equipment, materials, and/or labor of construction, the Owner shall retain from monies under its control then due, or to become due under this Contract, such monies sufficient to pay off, satisfy, and discharge such lien or claim, together with the

reasonable cost of any such action or actions brought, or that may be brought, to enforce such claim or lien.

#### 1.8 CONTRACT COMPLETION DATE

- A. Neither a time extension beyond the date affixed herein for completion of the Work, nor delivery of articles called for in the Work after the time herein specified for completion, shall be deemed to be a waiver of abandonment or delay in the manner herein provided and/or of the right to abrogate this Contract or to enforce other provisions of this Contract.

#### 1.9 TERMINATION FOR BREACH OF CONTRACT

- A. In the event the Contractor or his Subcontractor violates a provision of the Contract Documents, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such contract within ten (10) days after serving such notice. Such notice shall contain the reasons for intent to terminate the contract. In the event of termination, the Owner shall immediately serve notice thereof upon the Contractor and the Surety, and if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the Work and prosecute the same to completion by contract for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for excess costs occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the Work such materials, appliances, and plant as may be on the site of the Work and necessary therefore.

#### 1.10 SPECIFICATIONS AND SUBMITTALS

- A. The Work shall be executed in conformance with the specifications, drawings, and issued addenda that are included in the Contract Documents.
- B. The Contractor shall perform no Work prior to obtaining Engineer-approved submittals as specifically described in the Project Requirements and technical sections of the Contract Documents or as requested by the Engineer. Equipment, materials, and/or installation methods used without the Engineer's prior approval may be subject to rejection.

#### 1.11 RECORD DATA

- A. The Contractor shall provide record data as specifically described in the General Requirements and technical sections of the Contract Documents or as requested by the Engineer.

#### 1.12 EQUIPMENT, MATERIALS, AND WORKMANSHIP

- A. Unless otherwise stipulated in the Contract Documents, the equipment, materials, and Workmanship incorporated in the Work covered by this Contract shall be new and of the best grade of their respective types for the purpose. The Contractor will, if required,

furnish such evidence as to the type and quality of equipment, materials, and/or Workmanship.

- B. The equipment, materials, and Workmanship furnished under this Contract shall be furnished and performed in accordance with well known, established practices and standards recognized by architects, engineers, and the trade.

#### 1.13 DAMAGES

- A. The Contractor shall pay all damages for injury to real or personal property, for any injury sustained by any person growing out of any act or deed of said Contractor, his Subcontractors, or of his or their employees, that is in the nature of a legal liability, and shall indemnify and save the Owner harmless against suits or actions of every name and description brought against said Owner for, or on account of, any such injuries to real or personal property, injuries received or sustained by any person or persons caused by said Contractor, his servants, agents or employees, in the execution of said Work or by or in consequence of any negligence in guarding his agents or employees, and the said Contractor further agrees that so much of the money due to him under and by virtue of this contract, as shall be considered necessary by the Owner, may be retained by the Owner to protect itself against loss until such suit or claim for damage shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the Owner.

#### 1.14 AUTHORITY OF ENGINEER

- A. The Work contemplated and described in this Contract, and in the specifications, plans, profiles, and drawings, shall be done under the direction and supervision of and to the satisfaction of the Engineer, who shall be the sole judge as to the fitness of materials, and shall have the right of correcting errors or omissions in the Contract Documents when such corrections are necessary for proper completion of the Work herein stipulated and for the proper fulfillment of their intention, the action of such correction to date from the time the Engineer gives due notice not increase the respective prices herein set forth in the Owner Contractor Agreement.

#### 1.15 PAYMENT TO CONTRACTOR

- A. For equipment and/or material contracts, the Contractor shall submit an invoice to the Owner after the equipment and/or material item(s) have been shipped as instructed with the record data as specified in the General Requirements and technical sections of the Contract Documents. The Engineer will review each invoice and make a recommendation regarding payment.
  - 1. Ninety percent (90%) of the prorated Contract amount on each item of equipment and/or group of materials will be paid within thirty (30) days after receipt of the equipment and/or materials or in the next scheduled monthly payment review period.
  - 2. Ten percent (10%) of the Contract amount will be paid within thirty (30) days after final testing is completed, the equipment is accepted by the Owner, and record data

as described in these General Conditions, General Requirements, and technical sections is received by the Engineer.

- B. For labor of construction contracts, the Contractor shall submit to the Owner an estimate of Work performed by the Contractor during a calendar month or a time agreed between the Contractor and the Owner. The Engineer will review each invoice and make a recommendation regarding payment.
  - 1. Ninety percent (90%) of each approved monthly billing will be paid within thirty (30) days of receipt or in the next scheduled monthly payment review period.
  - 2. Ten percent (10%) of each approved monthly billing will be retained until completion of the Work. Final payment will be made to the Contractor within thirty (30) days after the Work is completed to the satisfaction of the Owner and Engineer, and record data as requested in these General Conditions General Requirements and technical sections is received by the Engineer.

#### 1.16 DELAYS

- A. If the Contractor is delayed in Work completion due to an act of neglect by the Owner or another contractor employed by the Owner, or due to strike, fire, unavoidable casualty, or cause beyond the Contractor's control, the time of completion shall be extended for a reasonable time. The Contractor shall, within five (5) days from the beginning of a delay, notify the Owner in writing as to the cause of such delay.

#### 1.17 OWNER'S RIGHT TO WITHHOLD PAYMENT

- A. In addition to payment retained by the Owner under the preceding provisions of these General Conditions, the Owner may withhold payment otherwise due the Contractor as the result of:
  - 1. Payments earned or due for just labor or material legal claims pertaining to Work under this Contract.
  - 2. Defective Work not remedied.
  - 3. The Contractor's failure to make proper payment to his Subcontractor.
- B. The Owner may withhold from the Contractor payment due as may be necessary to protect the Owner from loss due to defective Work not remedied, injury to persons, or damage to the Work or property of others caused by an act of neglect by the Contractor or any of his Subcontractors. The Owner shall have the right, as agent for the Contractor, to apply such amounts so withheld as the Owner may deem proper to satisfy such claims or to secure such protection. Such application of money shall be deemed payment for the Contractor's account.

#### 1.18 PAYMENT FOR ADDITIONAL OR OMITTED WORK

- A. Upon proper action, the Owner may authorize changes in, additions to, or deductions from the Work to be performed pursuant to provisions of the Contract Documents.
- B. Adjustment in an amount to be paid to the Contractor by reason of a change, addition, or deduction shall be determined by one or more of the following methods:

1. Unit pricing that was included the Contractor's Proposal form and incorporated into the Contract Documents.
  2. A supplemental price schedule that was included with the Contractor's Proposal form and incorporated into the Contract Documents.
  3. A proposal from the Contractor that is acceptable to the Owner.
- C. No claim for additional payment to the Contractor shall be valid unless authorized as aforesaid and by a written order of the Owner or the Engineer.

#### 1.19 FINAL PAYMENT

- A. When the Contractor shows to the satisfaction of the Owner and the Engineer that liens, claims, and demands for payment of equipment, materials, and/or labor of construction costs are fully satisfied, that the Work completed is fully released from such liens, claims, and demands, and that the Contractor has completely performed the Work, the Engineer shall certify the same in writing. A lien waiver form is included as part of these Contract Documents and shall be completed for each primary Contractor or Subcontractor used for the Work. Each lien waiver shall be returned before final payment is released.
- B. When said certificate has been filed with the Owner, the Owner will pay to the Contractor the sum due out of the aforementioned fund set aside to meet and defray the expenses of such Work, the whole amount of money accruing to the Contractor for the Work, excepting such sum or sums as shall have been paid to the Contractor under the foregoing provisions of the Contract Documents and such as may be lawfully retained under the provisions of the Contract Documents, provided that no such certificate or payment for the Work shall be held to be an acceptance on the Owner's part of defective Workmanship or improper materials used by the Contractor in performance of the Work, or as waiver on the Owner's part of any claim or demands for, or on account of, such defective Workmanship or improper materials or as a waiver of a breach of the Contract Documents.

#### 1.20 DEDUCTION FOR INCORRECT WORK

- A. If the Owner deems it expedient to accept Work injured or not done in accordance with the Contract Documents, the difference in value, together with a fair allowance for damages, shall be deducted.

#### 1.21 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. Neither final payment, nor a provision in the Contract Documents, shall relieve the Contractor of responsibility for negligence, faulty materials, or faulty Workmanship within the extent and period provided by law. Upon written notice, the Contractor shall remove defects due thereto and shall pay for damage due to other Work resulting therefrom which shall appear within one (1) year after the date of completion and acceptance.



## 1.22 ROYALTIES AND PATENTS

- A. The Contractor shall pay for royalties and patents, shall defend suits or claims for infringement on a patent right, and shall save the Owner harmless from loss on account thereof.

## 1.23 WARRANTIES AND GUARANTEES

- A. The Contractor shall furnish warranties and/or guarantees as specifically described in the General Requirements and technical sections of the Contract Documents.
- B. Delivery of warranties and/or guarantees shall not relieve the Contractor of obligations under the Contract Documents.

## 1.24 COMPLIANCE WITH STATUTES AND REGULATIONS

- A. The Contractor shall comply with applicable statutes, ordinances, rules, and regulations pertaining to the Work as prescribed by federal, state, or local governmental and administrative authorities.
- B. Each Bidder shall be responsible for consideration and verification of the site conditions, laws, construction methods, etc. that may affect the performance, warranty, or furnishing of the Work.

## 1.25 SUPPLEMENTARY CONDITIONS

- A. Refer to the Supplementary Conditions section for additional conditions if provided with the Bidding and Contract Documents.

**END OF SECTION**

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**SECTION 00 72 01 – SUPPLEMENTARY CONDITIONS**

**CITY OF NEGAUNEE**

**IRONTOWN SUBSTATION 138 kV BREAKER**

**PART 1 GENERAL**

**1.1 SUPPLEMENTARY CONDITIONS**

- A. These Supplementary Conditions modify the General Conditions of the Contract for Construction, and other provisions of the Contract Documents as indicated below. All provisions which are not so modified remain in full force and effect.
- B. The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

**1.2 BASIC DEFINITIONS**

1.2.1	Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
1.2.2	Furnish: To supply and deliver and inspect for damage.
1.2.3	Install: To unload, unpack, assemble, erect, apply, place, finish, cure, protect, clean, and make ready for use.
1.2.4	Provide: To furnish and install.

**1.3 CONTRACTOR’S LIABILITY INSURANCE**

- A. If the Contractor is providing labor of installing, unloading, or testing, the Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State where the work is located as will protect himself, his Subcontractors and which shall indemnify and save harmless the Owner and the Engineer and their officers, agents, and employees from and against all claims for bodily injury, death or property damage which may arise from the Contractor’s operations under this Contract, whether such operations be by himself or any Subcontractor or by anyone directly or indirectly employed by the Contractor or Subcontractor.
- B. The Contractor shall not commence labor of installation, unloading, or testing under this Contract until he has obtained all insurance required under this section and shall have filed the certificate of insurance with the Owner and a copy with the Owner’s attorney. Each insurance policy shall contain a clause assuring the insurance company will not cancel the insurance without thirty days written notice to the Owner, the Owner’s attorney, and the Engineer of intention to cancel.

The amounts of such insurance shall be not less than the following, or greater if required by law:

1. Worker's Compensation:
  - a. State Statutory
  - b. Applicable Federal
  - c. Employer's Liability:
    - 1) \$100,000      Each occurrence
  
2. Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; products and Completed Operations; Broad Form Property Damage):
  - a. Bodily Injury and Property Damage (Name Owner as additional insured):
    - 1) \$1,500,000      Each occurrence
    - 2) \$3,000,000      Annual aggregate
  - b. Products and Completed Operations to be maintained for two years after final payment.
  - c. Property Damage Liability Insurance shall provide X, C, or U coverage as applicable.
  - d. Contractual Liability to be included.
  
3. Comprehensive Carrier Vehicle Liability:
  - a. Bodily Injury:
    - 1) \$1,000,000 CSL      Each Person
    - 2) \$(Included)      Each Occurrence
  - b. Property Damage:
    - 1) \$(Included)      Each Occurrence
    - 2) Note: The State of Minnesota has a no-fault vehicle insurance requirement. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.
  
4. Umbrella Excess Liability: Name Owner as additional insured:
  - a. Excess Liability:
    - 1) \$1,000,000      Over primary insurance
    - 2) \$10,000      Retention for self-insured hazards each occurrence.

**END OF SECTION**

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DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 10 00 – INFORMATION AND REQUIREMENTS

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  2. Scope of Project
  3. Owner Furnished Materials and Labor
  4. Work by Others
  5. Permits and Regulations
  6. Applications for Payment
  7. Trade Names and Catalog References
  8. Progress Meetings
  9. Field Engineering and Staking
  10. Codes and Standards
-

## 1 LOCATION OF THE PROJECT

The project is located at the south end of Peninsula Street in Negaunee, Michigan. Coordinates of the substation are approximately 46°29'39.0"N 87°36'43.2"W.

## 2 SCOPE OF THE PROJECT

- 2.1 The project consists of furnishing and delivering two (2) new 138 kV Breakers for use at the City of Negaunee Irontown Substation. Technical specifications for the equipment are included as part of the specification.
- 2.2 Optional costs are requested for unloading, assembly, and testing the equipment provided under this specification by the manufacturer.

## 3 OWNER FURNISHED MATERIALS AND LABOR

- 3.1 The Owner may choose to perform or subcontract unloading, assembly, and testing.
- 3.2 The 138 kV structures, and primary and secondary bus to/from the breakers will be by the Owner or by others.
- 3.3 Substation construction will be by the Owner or by others.

## 4 WORK BY OTHERS

- 4.1 Work by others includes all work items not associated with furnishing and delivering the breakers.

## 5 PERMITS AND REGULATIONS

- 5.1 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be obtained and paid for by the Contractor, such as shipping permits, etc., other than those noted as being provided by the Owner.
  - A. The Owner will obtain the building permit if required. All other permits for the breaker delivery are by the Contractor.
- 5.2 The Contractor shall give all notices and comply with all laws, ordinances, building and construction codes, rules, and regulations applicable to the work. If the Contractor observes that the plans or specifications are at variance therewith, the Contractor shall promptly notify the Engineer.

## 6 APPLICATIONS FOR PAYMENT

- 6.1 Due to the possibility of grant funds and other requirements pre-payment/progress payments are not anticipated.
- 6.2 Submit invoices directly to the Owner. It is also recommended to send (email) a copy of the invoice to the Engineer for review and recommendation for payment.

Applications for payment shall show the scheduled value of each item, total completed from the previous application, work completed this period, total completed, and percent completed. A 10% retainage shall be applied to the invoicing until the project is complete. The Owner will process payments based on its normal payment cycle, which is typically once a month. The payment timeframe will be reviewed with the successful Bidder.

- 6.3 The cost breakdown from the unit prices in the Contractor's Proposal should be used for the price breakdown for payment.
- 6.4 Final payment and contract closeout can be completed when all material, labor, testing, and records are provided as outlined in the technical specifications.

## 7 TRADE NAMES AND CATALOG REFERENCES

- 7.1 References in the specifications or on the plans to a manufacturer's name, make, model or catalog number is intended to be descriptive as to type and quality of equipment and material required and is not necessarily intended to preclude the use of another make of equipment as material equal in quality and performance. Substitute equipment and materials will be considered under the following conditions:
  - A. No manufacturer or product name specified: Any product meeting the specifications may be used.
  - B. Manufacturer or product name(s), or equal, specified: Any product meeting the specifications may be substituted.
  - C. Manufacturer or product name(s), or approved equal, specified: Substitutes must be approved by the Engineer.
  - D. Manufacturer or product name(s) specified, without stating an equal or approved equal: no substitutions allowed. Furnish the product or one of the products specified.
- 7.2 The Contractor shall be responsible for investigating the proposed substitute and determining that it meets or exceeds the specified product for coordination of installation, and for any other changes which may be required for the work to be completed in all respects. The Contractor shall provide verification to the Engineer.

## 8 PROGRESS MEETINGS

- 8.1 At the request of the Owner, conference calls may be required to determine the progress of the work, to receive instructions from the Engineer or the Owner and to expedite completion of the project. Subcontractors present at such meetings shall be represented by a person with full authority to act on behalf of the Subcontractor.



## 9 FIELD ENGINEERING AND STAKING

9.1 Field engineering and staking are not required for this contract.

## 10 CODES AND STANDARDS

10.1 Laws, Codes and Regulations: The Contractor shall comply with and the work shall be performed in compliance with all laws, ordinances, building and construction codes, rules and regulations applicable to the work, including the following:

- National Electrical Safety Code (NESC)
- National Fire Protection Association (NFPA)
- National Electric Code (NEC)
- Occupational Safety and Health Act (OSHA)

10.2 Standards: All equipment and materials shall be furnished, installed and tested in conformance with the latest revisions of the following standards, as applicable:

- American National Standards Institute, Inc. (ANSI)
- American Society for Testing and Materials (ASTM)
- Edison Electric Institute (EEI)
- Institute of Electrical and Electronic Engineers, Inc. (IEEE)
- Insulated Power Cable Engineers Association (IPCEA)
- National Electrical Manufacturers' Association (NEMA)
- Underwriters' Laboratories, Inc. (UL)

10.3 Conflicts: Where conflicts occur between codes and standards, or between codes and standards and Specifications and Plans, the one establishing the more stringent requirements shall be followed.

**END OF SECTION**

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DIVISION 33 – UTILITIES

SECTION 33 75 19 – GAS HIGH-VOLTAGE  
CIRCUIT BREAKER

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## 1 PART 1 – GENERAL

### 1.1 Summary

- A. The Seller shall design, construct, test, and deliver two (2) 138 kV SF6 gas insulated circuit breakers.
- B. The type of circuit breaker shall be a three-phase, outdoor breaker with SF6 interrupters.
- C. Delivery shall be F.O.B. destination to the substation site with freight prepaid and allowed. The substation site is a new site that will be built at the south end of Peninsula Street in Negaunee, Michigan. Coordinates of the substation are approximately 46°29'39.0"N 87°36'43.2"W. An alternate delivery location may be the electric utility shop in Negaunee, Michigan. Delivery shall be coordinated with the Owner and the Engineer and the approximate delivery date of the breaker.

### 1.2 Definitions

A. Owner:

City of Negaunee  
319 West Case Street  
P.O. Box 70  
Negaunee, MI 49866

Attn: Mark Wainio  
Phone: (906) 475-9993  
Email: [dpwelectric2@cityofnegaunee.com](mailto:dpwelectric2@cityofnegaunee.com)

- B. Seller's Representative: The manufacturer or manufacturer's representative submitting the proposal to provide the products and services described herein.
- C. Seller: The manufacturer or provider of the products and services described herein and in the accepted proposal.
- D. Owner's Engineer:

Power System Engineering, Inc.  
2424 Rimrock Road, Suite 300  
Madison, WI 53713

Contact: Nicole Hall  
Phone: (763) 783-5361  
Email: [halln@powersystem.org](mailto:halln@powersystem.org)

### 1.3 Acceptable Manufacturers

- A. Mitsubishi Electric Power Products
- B. Alstom/Areva/GE
- C. Siemens Energy
- D. Hitachi/ABB
- E. Approved equal

### 1.4 Information Required with Proposal

- A. The Seller's proposal (forms attached) shall be completed in every detail and submitted along with the other information itemized below. Any exceptions taken by the Seller to this specification or the proposal forms shall be itemized in a separate letter of transmittal and made a part of the proposal.
- B. The following information shall be provided:
  - 1. Outline drawings, descriptive sheets, and electrical and mechanical data, in duplicate, to describe clearly the construction and operation of the equipment offered.
  - 2. AC and DC control schematics that detail the typical control schematics being offered.
  - 3. DC trip and close currents and AC auxiliary current requirements and motor starting and running currents.
  - 4. Indicate items which are shipped unassembled and require assembly by the customer.
  - 5. Provide a description and a separate price for any special handling, assembly, or maintenance tools or devices that may be required.
  - 6. List recommended spare parts with prices.
  - 7. State delivery time and method of delivery.
  - 8. Provide field service rates if applicable.
  - 9. Furnish a statement that the equipment as proposed is in accordance with these specifications, and if not, list all exceptions.
  - 10. If the manufacturer is not on the acceptable manufacturers list (Item 1.3), then provide a manufacturer's users list of similar equipment sold during the past five years (the users list shall indicate type, year, and quantity of units purchased).

Quotations will be considered only from manufacturers who are regularly engaged in the manufacture of power circuit breakers similar to the current rating, type, and voltage specified herein. The manufacturer shall have designed, manufactured and delivered during the last five years at least 25 or more units having similar design requirements and of a current rating and voltage equal to or greater than specified herein, each of which has been in successful commercial operation for at least one year.

11. If an extended warranty is offered, beyond the required one year energized/18 month delivery warranty, list the cost and warranty period.

12. Indicate if auxiliary heaters for the interrupters are included.

1.5 Standards: The equipment shall be designed, manufactured, and tested in accordance with all applicable ANSI and NEMA standards, including, but not limited to, the following standards published by:

1. American National Standards Institute (ANSI)
2. Institute of Electrical and Electronics Engineers (IEEE)
3. National Electrical Manufacturer's Association (NEMA)
4. National Fire Protection Association (NFPA)
5. Occupational Safety and Health Administration (OSHA)

1.6 System Characteristics: The system is 138 kV, three-phase, 60 hertz, effectively grounded neutral.

1.7 Service Conditions

- A. Ambient temperatures not greater than 40° C or less than -40° C.
- B. Altitude less than 3,300 feet above sea level.
- C. Seismic zone 0.

1.8 Payment to Seller

- A. Ninety percent (90%) of the prorated Contract amount on each item of equipment and/or group of materials will be paid within thirty (30) days after receipt of the equipment and/or materials or in the next scheduled monthly payment review period. Due to the possibility of grant funds and other requirements, pre-payment/progress payments are not anticipated.
- B. Ten percent (10%) of the Contract amount will be paid within thirty (30) days after final testing is completed, the equipment is accepted by the Owner, and record data

as described in these General Conditions, General Requirements, and technical sections is received by the Engineer.

- C. Any sales tax due if applicable shall be included in the quoted price. The city of Negaunee is a tax exempt entity and the tax exempt number can be provided to the successful bidder.

## 2 PART 2 – PRODUCTS

### 2.1 Electrical Characteristics

- A. Rated maximum voltage: 145 kV
- B. Insulation level: 650 kV BIL
- C. Rated continuous current: 1200 Amp
- D. Rated short-circuit current: 31,500 A. symmetrical
- E. Rated interrupting time: 3 cycles or less, per ANSI standards
- F. Reclosing time: 20 cycles
- G. Reclosing duty cycle: O - 0 sec - CO - 15 sec - CO

### 2.2 Physical Characteristics

- A. General: Outdoor type, three-pole, dead (grounded) tank
- B. Method of interrupting: SF6
- C. Type of mounting: Frame
- D. Paint: ANSI No. 70, light grey
- E. Clearances: Minimum clearances from the top of the foundation to the bottom of the bushings and to live parts per the National Electric Safety Code (NESC)
- F. Control Voltage: 125 VDC
- G. Auxiliary Voltage: 120/240 VAC

### 2.3 Bushings

- A. Terminal connections: NEMA four-hole pads, finished on both sides and suitable for the Owner's copper (bronze) or aluminum cable terminals
- B. Color: ANSI No. 70, light grey

- C. Material: Porcelain
- D. Standards: ANSI Standards C76.1 and C76.2

## 2.4 Operating Mechanism and Auxiliaries

- A. Closing Mechanism: 125 VDC control power, stored energy, motor-compressed, spring-operated type with universal 120 VAC/125 VDC charging motor. Upon loss of AC power, the charging motor shall automatically be switched over to DC. Alarm contacts shall be provided to indicate the AC/DC power status for SCADA. The closing operation shall be inhibited if the stored energy mechanism for tripping is not fully charged.
- B. Tripping Mechanism: 125 VDC control power, shunt trip type, mechanically and electronically trip-free, and non-pumping for both manual and automatic operation, with dual trip coils, electrically and mechanically isolated from each other.
- C. Auxiliary Switches: Six “a” and six “b” contacts for the Owner’s use, in addition to those normally required for circuit breaker operation. If the breaker has an independent pole tripping mechanism six “a” and six “b” auxiliary contacts shall be provided for each pole.
- D. Auxiliary Power Supply: 120/240 VAC, 60 hertz, single-phase, three-wire.
- E. Fused disconnect switches or circuit breakers for DC and AC control power, heaters, spring charging motor, and other auxiliary power circuits.
- F. Locking knife blade-type disconnect switches for the trip circuits and the closing circuits.
- G. Equipment Cabinet: A control equipment and operating mechanism enclosure shall be provided mounted on the breaker stand at a height to allow ease of access to the equipment inside while standing on the breaker pad. The cabinet shall be a weather proof, dust tight NEMA 3R or NEMA 4 enclosure. Equipment inside the enclosure shall be arranged to allow for control cables to enter from a covered opening in the bottom of the enclosure. The enclosure shall be furnished with stainless hinges and hardware, a three-point latching mechanism with pad-lockable handle, door wind braces, heaters to prevent condensation, including thermostat controls, manual on/off switches and safety shields, a GFI protected 120 V AC convenience outlet, cabinet light with door switch, and terminal blocks.

## 2.5 Other Equipment

- A. Operation counter.
- B. SF6 fill kit, to include the equipment needed to fill the breaker with the SF6 to the recommended operational pressure and density. Provisions shall be made for safely



topping off of the SF6 gas in each separate pressure compartment while the breaker is energized and carrying load.

- C. Sufficient SF6 to fill the breaker to the recommended operational pressure and density, as part of the installation and commissioning of the breaker. The SF6 gas shall meet the requirements of ASTM D2472.
- D. Temperature compensated SF6 gas pressure monitor including pressure gauge and separate auxiliary contacts for alarming “low gas density” and for “lockout” for low-low gas density, as well as auxiliary contacts for these alarms for SCADA monitoring. Provisions shall be made to allow for wiring “lockout” alarm contacts to trip and block closing or to block trip and block closing. The pressure gauge shall read PSIG or PSIG/Bars. One pressure monitor shall be provided for each separate pressure compartment.
- E. Blanket heaters on the interrupters, are required for the specified operating temperature range. If heaters are furnished, they shall include alarms and alarm contacts for SCADA indication of heater fail and loss of heater power.
- F. Mechanical position indicator(s) located outside of the circuit breaker cabinet to provide a positive indication of the position of the breaker. There shall be three position indicators if the breaker has independent trip/close mechanisms.
- G. Latch check and other status and alarm contacts to monitor the status of the stored energy mechanism for tripping and closing wired to terminal blocks in the cabinet for SCADA indication.
- H. Visible indication from outside the circuit breaker cabinet that the stored energy mechanism is charged or discharged.
- I. Alarms to monitor the status of each of the AC and DC power and control circuits.
- J. A set of independent contacts for each status and alarm shall be provided for SCADA indication, wired to terminal blocks in the cabinet.
- K. Trip, close and local/remote switches for local operation of the circuit breaker mounted and wired in the breaker control cabinet. The local/remote switch shall have auxiliary contacts for SCADA indication wired out to terminal blocks. The trip, close and local/remote functions shall be wired out to terminal blocks for external control circuits and SCADA.
- L. Wiring shall be properly sized and rated for the load and cabinet internal temperatures. Wiring shall be #12 AWG minimum for DC control circuits, #12 AWG for AC auxiliary power circuits, and #10 AWG with ring lugs for CT circuits. Conductors shall be identified by heat shrinkable, permanently marked sleeves.
- M. Terminal blocks shall be GE type EB-25 for control, status, alarms and auxiliary power circuits, and EB-27 for terminating CT secondary circuits, or approved equal.

- N. Touch-up paint.
- O. Equipment for closing or blocking open for maintenance and provisions for attaching breaker travel test equipment.
- P. Any special tools needed for installation and maintenance.

## 2.6 Current Devices

All breakers shall be as follows:

- A. Current transformers for relaying – Bushings 2, 4, and 6
  - 1. Multi-ratio bushing type: Six (6) required
  - 2. Ratio: 1200/5 MR
  - 3. Accuracy class: C800
  - 4. Standards: ANSI C57.13
  - 5. Location: Two (2) per bushing
- B. Current transformers for relaying – Bushings 1, 3, and 5
  - 1. Multi-ratio bushing type: Six (6) required
  - 2. Ratio: 1200/5A MR
  - 3. Accuracy class: C800
  - 4. Standards: ANSI C57.13
  - 5. Location: Two (2) per bushing

## 3 PART 3 – EXECUTION

### 3.1 Approval Drawings

- A. Within 30 days after Notice of Award, the Seller shall furnish Approval Drawings and equipment documentation in electronic format to the Owner’s Engineer for approval prior to beginning fabrication.
- B. Approval Drawings shall include “Shop Drawings” and shall include but not be limited to the following:
  - 1. Outline drawings, general arrangements, assembly and installation, and detail drawings, including dimensions, weights, and anchor bolt patterns. Catalog sheets alone are not acceptable.

2. Complete nameplate data.
  3. Schematic and wiring diagrams for all control circuits and alarm devices.
  4. Complete connection diagrams for the power circuit breaker mechanism and components, including bushing current transformers.
  5. Bushing current transformer excitation and ratio correction factor curves.
- C. As soon as practical after the Approval Drawings have been approved, the manufacturer shall provide the Engineer and the Owner with AutoCAD DWG files for all final “For Record” shop drawings including outline and physical drawings, schematics, and wiring drawings.
- D. The Seller shall submit electronic copies of the shop drawings and equipment documentation to the Engineer for approval in advance of manufacturing on or before the date specified in the Seller’s Proposal.
- E. In advance of manufacturing and on or before the date specified in the Seller’s Proposal, the Seller shall submit all shop drawings and equipment documentation for approval. Three (3) copies of all documentation for approval, if submitting paper copies, or one (1) copy if submitting electronically, shall be sent to the Owner’s Engineer at:

Power System Engineering, Inc.  
2424 Rimrock Road, Suite 300  
Madison, WI 53713

Attn: Nicole Hall  
Phone: (763) 783-5361  
Email: [halln@powersystem.org](mailto:halln@powersystem.org)

- F. In addition, the Seller shall send an electric copy of all For Approval documentation to the Owner at:

City of Negaunee  
319 West Case Street  
P.O. Box 70  
Negaunee, MI 49866

Attn: Mark Wainio  
Phone: (906) 475-9993  
Email: [dpwelectric2@cityofnegaunee.com](mailto:dpwelectric2@cityofnegaunee.com)

### 3.2 Instruction Manuals and Record Drawings

- A. The Seller shall provide the Owner with one (1) bound and indexed sets, and the Owner’s Engineer with one (1) electronic set of all manuals and instruction books,

including all final shop drawings and test reports. The instruction manuals shall include all installation, operation and maintenance instructions, equipment data sheets, and the For Record drawings. A replacement parts bulletin with identification symbols/drawings for all replaceable parts and accessories shall be included in each instruction manual.

- B. The Seller shall provide the Owner and the Owner's Engineer, via email or file transfer, in AutoCAD DWG file format, a digital copy, of all "For Record" drawings. In addition, the manufacturer shall provide an electronic copy, in PDF file format, of all instruction manual material and equipment documents.
- C. One (1) complete full size set of For Record drawings and one (1) complete instruction manual shall be shipped with each breaker, in addition to those required above.

3.3 Shop Tests Required: All standard tests as required by applicable ANSI, NEMA, IEEE, and NETA standards shall be completed at the shop. The manufacturer shall provide the Engineer with two (2) certified copies of the test data as soon as complete.

3.4 Optional Field Service: As an optional service, provide rates for a field service engineer to inspect and test the circuit breaker after installation and prior to energization. The cost of this work shall be listed as an option on the Proposal Form and is to include wages, travel, and expenses.

### 3.5 Delivery and Shipment

- A. Delivery shall be to the location stated in Section 1.1.
- B. The Seller shall ship the breaker by truck and investigate all limitations in regard to shipping the equipment.
- C. The Seller shall notify the Owner and the Owner's Engineer in writing at least two (2) weeks before the day of shipment of the shipping date and the approximate anticipated date of arrival at the destination.
- D. The Seller or shipper shall also provide a two day advance notice of arrival to the Owner, Attention: Mr. Mark Wainio, Phone: (906) 475-9993, and to the Owner's Engineer, Attention: Ms. Nicole Hall, Phone: (763) 783-5361. Delivery shall only be made between the hours of 8:00 AM and 3:00 PM local time.
- E. The Seller shall be responsible for the breaker during shipment and shall make whatever inspections are necessary after arrival to locate all visible and concealed shipping damage. The inspections shall be performed in the presence of the Owner or the Owner's representative. The Seller shall settle any damage claims with the shipper.

### 3.6 Equipment Guarantee/Warranty

- A. Without limiting any other provisions of this specification regarding guarantees, the Seller shall guarantee that the breaker, together with all parts included in the original purchase, is free of defect in workmanship and materials, and is capable of continuous and satisfactory performance when operated in accordance with the instructions provided by the manufacturer at the specified rating and capacity.
- B. The guarantee shall extend for a minimum of one year from the date of placing in service or at least 18 months from the date of delivery, whichever comes first, and cover all defects and malfunctions of the breaker and accessories. The Seller shall pay all the expenses of on-site repair, out-in freight by common carrier, and the costs of removal from the site and reinstallation after repair. The Seller shall not be liable for indirect or consequential damages in the performance of the guarantee. The Seller is encouraged to offer extended warranties of two years and five years, or other warranties as may be available from the manufacturer.
- C. The SF6 gas system shall be warranted to lose less than 1% (one percent) by weight of its total gas charge in any one year period.

**END OF SECTION**