

Advertisement for Bids

Sealed proposals will be received by the Montgomery County Commission Purchasing Department at its office at 101 South Lawrence Street, Montgomery, Alabama, 36104 at **10:00 a.m., CST on Friday, January 30, 2026**, at which time and place bids will be publicly opened and read. Bidders are responsible for assuring their bid is received prior to bid opening date and time.

A Mandatory Pre-Bid Meeting is scheduled for Friday January 23, 2026, at 10:00 a.m. CST at the Carnegie Building located at 131 South Perry Street, Montgomery, Alabama, 36104.

All bids must be submitted in a sealed envelope bearing on the outside the title of work, name of the bidder, and the date of the bid opening. Envelopes containing bids must be addressed as follows and delivered to Montgomery County Commission Purchasing Department, 101 South Lawrence Street, Montgomery County Administrative Building Annex III, Montgomery, AL 36104: **Bid No. 52110-26B-007 Installation of Owner- Purchased Generator System.**

The work of the project (Work) includes but is not limited to the installation of a new- owner-purchased emergency back-up generator system at the Carnegie Building located at 131 South Perry Street, Montgomery, AL 36104. The building structure is approximately 13,675 SF in footprint size. The project shall be completed within one hundred twenty (120) working days.

A cashier's check or bid bond payable to Montgomery County Commission (Montgomery County) in an amount not less than five percent (5%) of the amount of the bid, but in no event more than \$10,000.00 must accompany the bidder's proposal.

A performance bond in the form and terms approved by the Montgomery County Commission in an amount not less than the contract price will be required at the signing of the contract if the contract exceeds \$100,000.00. In addition, the successful bidder on this project (Successful Bidder) must furnish to Montgomery County, at the time of signing the contract, a certificate of insurance coverage as provided in the specifications and verification of E-Verify.

Bids must be submitted on proposal forms furnished by Montgomery County or copies thereof. All bidders bidding an amount exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8 *Ala. Code* (1975) as amended, and must show evidence of licensure before bidding or bid will not be received or considered. Bidders shall show evidence by clearly displaying their current license on the outside of the sealed envelope in which the proposal is delivered. Bidders must also include their current license number on the Proposal Form. Bidders may not withdraw bids within thirty (30) days after the actual date of the opening thereof.

Montgomery County Commission reserves the right to reject any and all proposals and to waive technical errors, if, in its judgment, the best interests of Montgomery County will thereby be promoted.



Kindell Anderson
County Administrator and Purchasing Agent.

GENERAL INFORMATION

Montgomery County reserves the right to waive any informalities, minor defects, or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. No bidder will be permitted to withdraw its proposal between the closing time for receipt of proposals and the execution of contract.

Montgomery County will, at its option in awarding this contract, and in compliance with *Ala. Code § 41-16-50 (1975)* award the contract to a supplier within its county limits if the bid is no more than five percent (5%) greater than the lowest responsible bidder.

Montgomery County may include in the specifications minimum service times. Should the Successful Bidder fail to perform service within the time allotted in the bid documents, Montgomery County may, at its option, exercise its right to deduct from the billing of the Successful Bidder one hundred (\$100.00) dollars per day for each day the service is late. This amount is fixed and agreed upon by the Successful Bidder and Montgomery County because of the impracticability and extreme difficulty in ascertaining the actual damage Montgomery County would sustain in such an event.

Signing of the bid by the Successful Bidder and subsequent acceptance by Montgomery County of the lowest responsible bid will constitute a binding agreement between Montgomery County and the Successful Bidder. The Successful Bidder understands and agrees that no contract payment will be made until Montgomery County certifies that all stated specifications have been complied with and the service has been performed in full and approved by Montgomery County.

Bids will be evaluated and submitted to Montgomery County for approval as soon as possible after the bid deadline.

Upon awarding the contract to the Successful Bidder, Montgomery County will send a complete set of contract documents for the project (Contract Documents), which will include the final agreed-upon price. The Successful Bidder will then sign the Contract Documents and return them for signing by Montgomery County. Each party will retain a fully executed set of Contract Documents.

The Successful Bidder agrees to protect, defend, indemnify, and hold harmless Montgomery County and its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges or other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Successful Bidder under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

PART I – INFORMATION / SPECIAL CONDITIONS

1.01. Purpose

Montgomery County is actively seeking bids from qualified bidders, for the purpose of installing a new, owner-purchased emergency backup generator system **at Carnegie Building located at 131 S. Perry Street, Montgomery, AL 36104**. The Successful Bidder agrees to furnish all necessary labor, tools, equipment, and ancillary materials required to perform and complete all Work required for the project at the location listed above in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).

1.02. Information or Clarification

For information concerning procedures for responding to this ITB, contact Myrtle Singleton. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

1.03. Questions and Addendum

Any questions that bidders wish to have addressed, and which might require an addendum, to a proposal must be submitted to the Montgomery County Commission Purchasing Department in writing at least 7 days prior to bid due and open date.

1.04. Mandatory Pre-Bid Meeting

There is a Mandatory Pre-Bid Meeting scheduled for Friday January 23, 2026, at 10:00 a.m. CST. at the Carnegie Building located at 131 South Perry Street, Montgomery, Alabama.

1.05. Competency of Bidders

Bids shall be considered only from vendors that have been continuously engaged in providing services like those specified herein for a reasonable period and that are presently engaged in the provision of these services. It may be necessary to produce evidence that vendors have established a satisfactory record of performance for a reasonable period.

1.06. Performance

It is the intention of Montgomery County to obtain the services specified herein from a source of supply that will give prompt and convenient service. The successful bidder entering into the contract for such services described herein must be able to perform as required under the Scope of Services contained herein. Any failure of Successful Bidder to comply with these conditions may be cause of termination of any resulting contract immediately upon notice by Montgomery County. Montgomery County reserves the right to obtain these services from other sources, when necessary, should the Successful Bidder be unable to perform on a timely basis, and its delay could cause harm to Montgomery County or residents.

1.07. Contract Term

The initial term of the contract between Montgomery County and the Successful Bidder (Contract) shall be one hundred twenty (120) working days. Montgomery County reserves the right to extend the Contract for additional periods, provided both parties agree in writing to the extension. Unless otherwise agreed to in writing by both parties, all the terms, conditions, and specifications under the Contract shall remain the same in the event of an extension.

1.08. Changes in the Work

If the Montgomery County directs a change in the Work, to be performed in the Contract, the change shall be incorporated into the Contract by a Contract Change Order prepared by Montgomery County and signed by the Contractor, and other signatories to the Contract. These parties must state their agreement in writing regarding the change or changes in the Work adjustments, stating their agreement upon the change or changes in the Work and the adjustments, if any, in the Contract Sum and the Contract Time.

(1) Consent of surety will be obtained for all Contract Change Orders involving an increase in the Contract Sum.

(2) Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly to perform changes in the Work, unless otherwise directed by Montgomery County.

A. Adjustment of the Contract Time Due to Changes

(1) Unless otherwise provided in the Contract Documents, the Contract Time shall be equitably adjusted for the performance of a change provided that the Contractor notifies Montgomery County in writing that the change will increase the time required to complete the Work. Such notice shall be provided:

(a) with the Contractor's cost proposal stating the number of days of extension requested, or

(b) within ten (10) days after the Contractor receives directive to proceed with a change in advance of submitting cost proposal, in which case the notice should provide an estimated number of days of extension to be requested, which may be subject to adjustment in the cost of the proposal.

(2) The Contract Time shall be extended only to the extent that the change affects the time required to complete the entire Work of the Contract, taking into account the concurrent performance of the changed and unchanged Work.

B. Change Order Procedures

(1) If the Montgomery County proposes to make a change in the Work, it will request that the Successful Bidder provide a cost proposal for making the change to the Work. The request shall be in writing and shall adequately describe the proposed change using drawings, specifications, narrative, or a combination thereof. Within 21 days after receiving such a request, or such other time as may be stated in the request, the Successful Bidder shall prepare and submit to Montgomery County a written proposal, properly itemized and supported by sufficient substantiating data to facilitate evaluation. The stated time within which the Successful Bidder must submit a proposal may be extended if, within that time, the Successful Bidder makes a written request with reasonable justification thereof.

(2) The Successful Bidder may voluntarily offer a change proposal which, in its opinion, will reduce the cost of construction, maintenance, or operation or will improve the cost-effective performance of an element of the Work, in which case

Montgomery County will accept, reject, or respond otherwise within 21 days after receipt of the proposal, or such other reasonable time as the Successful Bidder may state in the proposal.

(3) If the Successful Bidder's proposal is acceptable to Montgomery County or is negotiated to the mutual agreement of the parties, Montgomery County will prepare an appropriate Contract change order for execution. Upon receipt of the fully executed Contract change order, the Successful Bidder shall proceed with the change.

1.09. Price

All bidders shall quote a firm, fixed cost on the Bid Proposal page. Pricing shall include all costs associated with the Work, such as, but not limited to, labor, equipment, fuel charges, management, installation, electrical, etc.

1.10. Evaluation/Award

Montgomery County reserves the right to compare specific items, at its discretion, to determine the lowest responsible bidder. It is anticipated that an award will be made within 30 days of the bid opening.

1.11. Insurance

The Successful Bidder performing work on behalf of Montgomery County must provide proof of the following insurance coverages.

A. Commercial General Liability Insurance

This coverage shall be written on an occurrence basis, including Premises-Operations, Products and Completed Operations, Broad Form Property Damage, and Contractual Liability with all aggregates on a "per job" basis in the following amounts:

- | | |
|-------------------------------------|----------------|
| a. General Aggregate: | \$2,000,000.00 |
| b. Products & Operations Aggregate: | \$2,000,000.00 |
| c. Personal & Advertising Injury: | \$1,000,000.00 |
| d. Each Occurrence: | \$1,000,000.00 |
| e. Damage to Rented Premises: | \$100,000.00 |
| f. Medical Expense per Person: | \$5,000.00 |

B. Automobile Liability Insurance

Business Auto Liability Written on a "symbol 1" basis covering "any auto" and including "hired and non-owned vehicles":

- | | |
|---------------------------|----------------|
| a. Combined Single Limit: | \$1,000,000.00 |
|---------------------------|----------------|

C. Workers Compensation Insurance

1.1 Employer's Liability Insurance Part Two:

- | | |
|------------------------------|------------------------------|
| a. Bodily Injury by Accident | \$1,000,000.00 each accident |
| b. Bodily Injury by Disease | \$1,000,000.00 policy limit |
| c. Bodily Injury by Disease | \$1,000,000.00 each employee |

Successful Bidder shall furnish to the Montgomery County Commission Purchasing Department a "Certificate of Insurance" prior to the commencement of any Work as described in Section 1.11 (A) evidencing said policy or policies of insurance for each insurance company providing coverage to Contractor showing the required

insurance to be in force and certifying that said insurance will not be canceled, non-renewed, or materially changed without first giving Montgomery County thirty (30) days advance written notice of any such cancellation, nonrenewal, or material change; and deleting from the Cancellation Clause of the Certificate of Insurance any language that the required notice will "endeavor to" be given and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives." In the event of any cancellation, nonrenewal, or material change in the insurance coverage about which Montgomery County receives notice, Montgomery County shall have the option of canceling the Contract immediately. Montgomery County shall be named as an additional insured on the above-named policies, excluding Worker's Compensation.

1.12. Permits

The Contractor must apply, pay for and obtain any and all permits required for the above work. Additional fees or fines due to violation of the rules of the permitting authority (is) shall be the responsibility of the Contractor. All Work shall be performed in accordance with the requirements of the agency or agencies having jurisdiction over such Work and be performed at no additional cost to Montgomery County.

1.13. Laws / Ordinances

The Contractor shall observe and comply with all Federal, State, Local, and Municipal Laws, Ordinances, Rules, and Regulations that would apply to this Contract.

1.14. E-Verify Requirements

Pursuant to the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act ("the Act"), as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the Contract, the Contractor shall provide documentation to Montgomery County demonstration that it is enrolled in the E-Verify program. Contractor shall participate in the E-Verify program and shall verify every employee who is required to be verified according to the applicable federal rules and regulations. Contractor also shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by affidavit signed before a notary. The subcontractor shall also enroll in the E-Verify program prior to performing any Work on the project and shall attach to the affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program.

1.14. Period of Completion

All Work must be completed within one hundred twenty (120) days from the date of receipt of the notice to proceed.

1.15. Final Payment

The Contractor, immediately after the completion of the contract, shall give notice of said completion by an advertisement in some newspaper of general circulation in the local area for a period of three (3) successive weeks. Proof of publication of said notice shall be made by the Contractor to the Montgomery County, by affidavit of the publisher and a printed copy of the notice published. The advertisement of completion shall provide that any person having claims for labor and/or materials is requested to file notice of such claims with the Montgomery County. The final payment shall not be made under the Contract

until the expiration of 30 days after the completion of the notice and including all necessary cleanup, and the Montgomery County Commission receives written verification of completion and intent to warranty job by Contractor.

PART II – SCOPE OF SERVICE

2.01. General

Montgomery County has purchased a Cummins C175N6B, 175kW, 60Hz, Standby, Natural Gas Genset and a corresponding 3 phase 600-amp Nema 1 automatic transfer switch (ATS). This equipment is currently on order and will be made available to the successful bidder as soon as it arrives on site. The successful bidder will be responsible for the professional, code-complaint installation of this equipment. The price shall include all charges. All services shall be made on a schedule to be determined by Montgomery County and shall be on a timely basis. If any deposits for equipment or material are required by the bidder, such deposits shall be stated and included in the bid price.

Installation of generator will be performed by the Contractor during regular hours of operation, except when special conditions require installation to be conducted after regular working hours or on weekends.

2.02. Location

The location is Carnegie Building 131 South Perry Street, Montgomery, AL 36104.

2.03. Scope of Services

The Successful Bidder shall furnish all supervision, labor, tools, and non-generator specific materials (e.g., concrete pad materials, conduits, wiring, piping, bollards, etc.) necessary to complete the installation in strict accordance with all local, state, and national codes and the manufacturer's specifications.

The Scope of work includes but is not limited to:

- Site Preparation: Preparation of the installation site, including pouring properly size concrete pad with a compacted stone base.
- Concrete Pad: Pad will be construed with 6" minimum of 3,000 psi concrete with rebar steel reinforcement.
- Equipment Placement: Rigging and placement of the owner-provided generator and ATS.
- Mechanical/Plumbing: connections for natural gas / diesel fuel/propane from the existing meter/ Tank, including all required piping and fittings.
- Electrical: All necessary electrical work, including wiring the generator to the ATS and the main electrical panel, and installing a code-required emergency stop button.
- Safety/ Site Features: Installation of protective facilities such as bollards, if required by code or site plan.
- Utility Coordination: Coordination with applicable utility companies for any necessary shutdowns or inspections.
- Testing and Commissioning: Performing start-up and load bank testing of the installed unit and providing test results.
- Training: Providing on-site instruction training to Montgomery County personnel on the operation and maintenance of the system.

Successful Bidder's Responsibilities:

- The Successful Bidder shall perform all work and installation of materials per the manufacturer's recommendations.
- It is the responsibility of the Successful Bidder to document existing conditions before beginning of Work. Repairing damage caused by Successful Bidder's Work will be the responsibility of the Contractor unless Contractor can demonstrate that the damage was pre-existing.
- Successful Bidder must provide adequate and competent supervision during all work activities. Immediately upon request the Successful Bidder must replace any superintendent that does not provide adequate supervision according to Montgomery County.
- Protection of flooring and any other existing materials is the sole responsibility of the Successful Bidder.
- The Successful Bidder shall keep the premises free from an accumulation of waste material caused by its operations.
- The Successful Bidder shall erect all warning signs and provide the appropriate personnel, if required and all other items required to safely handle traffic through Work area.
- The Successful Bidder shall be responsible for safety on the job site.
- The Successful Bidder shall comply with the applicable requirements of the Occupational Safety and Health Act of 1970.
- At the completion of the Work, the Successful Bidder shall remove all waste materials and rubbish from the work areas as well as all tools, equipment, machinery, and surplus materials and provide final cleaning and return the space to its original condition.

PART III-ADDITIONAL REQUIREMENTS OF BIDDER

- 3.01** The Successful Bidder will be required to have a current business license and State Contractor's License and provide proof of insurance.

Preparing and Submitting Bids

All bids must be typed or handwritten in ink on the attached Bid Submittal Forms. Bids submitted in pencil and bids not submitted on the Bid Submittal Form will not be considered. Only information contained on the Bid Submittal Form or herein requested or required will be considered in evaluating bids.

The Bid Submittal Form and all required documentation shall be forwarded to Montgomery County Commission Purchasing Department, clearly marked on the outside of the envelope as **"Bid No.52110-26B-001" Installation of Owned- Purchased Generator System**. Facsimiles, emails, and oral bids will not be accepted. Bids

submitted by mail services must be in a separate inner envelope or package sealed and identified as stated above. Bids that are prematurely opened due to failure to bidder to appropriately mark the package may not be considered.

All bids must be received prior to the bid opening. Bids received after the deadline will not be opened.

Bidders may submit modifications or changes to the bid provided any such modification is marked as such and is received prior to the bid opening.

Copies of the following shall be included with the bid and numbered according to the number assigned below (1-8).

1. The Bid Submittal Form must be used to provide the bidder's firm, fixed cost for goods and services. The cost shall remain firm for the duration of the bid term, including any agreed-upon renewals or extensions.
2. Proof of minimum three years (3) years' professional experience for similar generator installation projects completed within the last two (2) years.
3. Detailed evidence of experience and ability to perform the work successfully.
4. A cashier's check drawn on an Alabama bank or a bid bond in compliance with applicable law, payable to the Montgomery County Commission.
5. The bid shall also include a written statement under oath disclosing any relationship between the bidder and the architect, engineer, or other party to the project or between the officers thereof.
6. The bid shall include a non-collusion affidavit.
7. The bid shall include a copy of the Certificate of Compliance with ACT-2016-312.
8. Signed copy of any addenda, as applicable.

Bid Submittal Form

Company Name: _____

Address: _____

Company Representative _____

Title: _____

Email Address: _____ Phone No. _____

License No. _____

By submitting this bid, we agree:

Initials

That the installation of owner- purchased new generator system identified in the bid and any services meet the bid specifications. _____

That the bid price will be honored for the period through the contract term. _____

That project provided from awarded bidder will be as described in this bid at the bid price. _____

That the company representative listed above will be the source of contact for the contract. _____

That awarded bidder will be responsible for providing all goods and services included in the ITB _____

That the bid includes the forms required under Alabama Law and as defined in this ITB _____

That the bidder agrees to be compliant with the minimal legal terms as defined in this ITB _____

That the Bidder will provide a Bid Bond, Performance Bond and Insurance Certificate as required by this ITB _____

Signature of company representative submitting bid:

_____ Title: _____

Bid Submittal Form

Bidder Name: _____

Pricing must include all necessary labor, materials, mechanical installation, freight, and rental equipment for complete job. Cost should not include federal or state excise taxes. Tax exemption certificates will be provided upon request.

Excavation, concrete and crane \$ _____

Labor \$ _____

Material \$ _____

Total Bid Price: \$ _____

By signing below, bidder agrees to supply the goods and services at the prices bid above in accordance with the terms, conditions, and specifications of this ITB.

Submitted by: _____

Name (printed)

Signature

Date

Title

NON-COLLUSION AFFIDAVIT

State of _____

Bid # _____

County of _____

I state that I am _____ of _____
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- 1) The price(s) and amount of this bid have arrived independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- 2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5) _____ its affiliates, subsidiaries, officers' directors
(Name of Firm)
and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the
(Name of Firm)
above representations are material and important and will be relied on by _____
(Name of Public Entity)

in awarding the contract(s) for which this bid is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____
(Name of Public Entity)

of the true facts relating to the submission for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____.

(Notary Public) My Commission Expires _____

BID BOND

The PRINCIPAL (Bidder's Name and Address)

The SURETY (Name and Principal Place of Business)

The OWNER (Name and Address)

The PROJECT for which the Principal's Bid is submitted: *(Project name as it appears in the Bid Documents)*

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than Ten-thousand Dollars (\$10,000.00).

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Documents, the Owner accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
- (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this _____ day of _____, _____.

ATTEST:

PRINCIPAL

By _____

Name and Title

ATTEST

PRINCIPAL:

By _____

Name and Title SURETY: _____

By _____

SAMPLE CONSTRUCTION CONTRACT

This Construction Contract ("Contract") is entered into this ____ day of _____, between Montgomery County, Alabama ("Owner"), Montgomery County Commission, Administrative Building Annex III, 101 South Lawrence Street, Montgomery, AL 36104 and ("Contractor"), Address for the work of the project, identified as: Installation of Owner – Purchased Generator Sytsem, Bid No. 52110-26B-007

Unit Prices and Quantities to be Inserted

The CONTRACT DOCUMENTS are dated February 2026 and have been amended by Addenda: _____

The CONTRACT SUM is _____ Dollars

(\$ _____) and is the sum of the Contractor's Base bid for the Work and the following:

The CONTRACT TIME is one hundred and twenty (120) calendar days.

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS:

The Contract Documents, as defined in the General Conditions of the Contract are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay and the Contractor will accept as full compensation for such performance of the Work, the Contract Sum subject to additions and deductions (including liquidated damages) as provided in the Contract Documents. The Work shall be commenced on a date to be specified in the Notice to Proceed.

LIQUIDATED DAMAGES for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be equal to one hundred and 00/100 Dollars (\$100.00) per calendar day.

STATE GENERAL CONTRACTOR'S LICENSE: The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No. Bid Limit: Classification:

The Owner and Contractor have entered into this Contract as of the date first written above and have executed this Contract in sufficient counterparts to enable each contracting party to have an originally executed Contract each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

The Owner does hereby certify that this Contract was let in accordance with the provisions of Title 39, *Ala. Code* (1975) as amended, and all other applicable provisions of law.

SIGNATURE OF CONTRACTING PARTIES

EXHIBIT A

Specifications of Owner – Purchased Generator and Transfer Switch

Feature Code	
1	C175N6B, 175kW, 60Hz, Standby, Natural Gas Genset
Install-US-Stat	U.S. EPA, Stationary Emergency Application
C175N6B	C175N6B, 175kW, 60Hz, Standby, Natural Gas Genset
A331-2	Duty Rating - Standby Power (ESP)
L155-2	Emissions Certification - SI, EPA, Emergency, Stationary, 40CFR60
L090-2	Listing - UL 2200
L193-2	NFPA 110 Type 10 Level 1 Capable
R098-2	Voltage - 120/208, 3 Phase, Wye, 4 Wire
B946-2	Alternator - 60Hz, 12L, 208/120V, 120C, 40C Ambient
B184-2	Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor
F216-2	Aluminum Weather Protective Enclosure, with Exhaust System
P176-2	Enclosure Color - Green, Aluminum
F252-2	Enclosure - Wind Load 180 MPH, ASCE7-10
F179-2	Skidbase - Housing Ready
H609-2	Control Mounting - Left Facing
H703-2	PowerCommand 2.3 Controller
H012-2	Gauge - Oil Pressure
H569-2	Warning - Low Fuel Gas Pressure
H606-2	Analog Meters - AC Output
K796-2	Stop Switch - Emergency
KS53-2	Signals - Auxiliary, 8 Inputs/8 Outputs
H536-2	Control Display Language - English
KV03-2	Load Connection - Single
KY06-2	Circuit Breaker, Location A, 200A - 600A, 3P, LSI, 600 Volts AC, 100%, UL
2200	Circuit Breaker or Terminal Box (Position B) - None
4400	Circuit Breaker or Terminal Box (Position C) - None
KB72-2	Circuit Breaker or Entrance Box - Bottom Entry, Right Side
A366-2	Engine Governor - Electronic, Isochronous
C002-2	Single Gas Fuel - NG
A422-2	Engine Starter - 12 Volt DC Motor
D041-2	Engine Air Cleaner - Normal Duty
A333-2	Battery Charging Alternator
BB89-2	Battery Charger - 6 Amp, Regulated
E125-2	Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted
H389-2	Shutdown - Low Coolant Level
E089-2	Extension - Coolant Drain
H669-2	Engine Coolant - 50% Antifreeze, 50% Water Mixture
E153-2	Coolant Heater, Cold Ambient
H487-2	Engine Oil Heater - 120 Volts AC, Single Phase
H706-2	Engine Oil

L028-2	Genset Warranty - 2 Years Base
L050-2	Literature - English
A322-2	Packing - Skid, Poly Bag
F065-2	Battery Rack
H268-2	Extension - Oil Drain
2	Teknic Remote E-stop Kit
3	Annunciator-Panel Mounted With Enclosure (RS485)
4	Service - start up & testing
5	OTECD, OTEC Transfer Switch-Electronic Control: 800A/1000A
OTEC800	OTEC800, Transfer Switch, PowerCommand, 800 Amp
L214-7	Load Shed from Standby Source
A046-7	Listing - UL 1008/CSA Certification
A035-7	Application - Utility to Genset
B001-7	Cabinet - Type 1
A028-7	Poles - 3 (Solid Neutral)
A044-7	Frequency - 60 Hz
A042-7	System - 3 Phase, 3 or 4 Wire
R021-7	Voltage - 208 Volts AC
M033-7	Genset Starting Battery - 12V DC
C110-7	PC40 Control
M086-7	Interface - Communication Network, MODBUS TCP Module
M032-7	Relay - Elevator Signal
G004-7	Transfer Switch Warranty - 2 Year Comprehensive