

Watertown City CouncilFebruary 12th, 2019**Agenda Item: Capital Acquisition-Lift Station Generator & Switch****Request for Action: Adopt Resolution #2019-23, Approving Low Quote for Sanitary Sewer Lift Station Stand by Generator and Transfer Switch****Department: Doug Kammerer, Utility Superintendent****Background:**

At the January 8th City Council meeting via resolution #2019-10, the Council authorized the solicitation of quotes for stand by generator at the Whitetail Run lift station and automatic transfer switch for the Rosewood lift station. The Utilities Capital Fund in 2019 identified the acquisition of a standby generator and an automatic transfer switch for as projects #UC041 & #UC044 at a total estimated cost of \$37,000. This is step one of a capital investment strategy to provide on demand back-up power generation at all critical sanitary sewer lift stations between now and 2023.

Three contractors responded to the RFQ sent out by staff and are summarized below.

Electrical Services Inc.	Midwest Electric	Ziegler (<i>submitted after deadline</i>)
Generator - \$55,210.22	Generator - \$28,788.00	Generator & Switch - \$56,638.00
Transfer Switch - \$15,535.43	Transfer Switch - \$2,974.00	

The quotes noted are for natural gas-powered generators. Staff did solicit quotes for diesel generators and received those back from Midwest Electric and Ziegler. Since the RFQ was sent out staff has confirmed with Xcel Energy gas that a natural gas line could be provided to the site at an estimated cost of \$2,000.00.

Staff is recommending the quote submitted by Midwest Electric be approved as the low quote submitted. Midwest Electric has supplied the generator for the Sugarbush lift station as well as the generator located at City Hall.

Attachments:

RFQ for Generator and Transfer Switch

Electrical Services Inc. Quote

Midwest Electric Quote

Ziegler Quote

Resolution #2019-23

2019 Stand-By Generator with Transfer Switch & Additional Transfer Switch
Request for Quotes
City of Watertown

The City of Watertown is seeking quotes for the procurement and installation of a stand-by generator with an automatic transfer switch for the Whitetail Run sanitary sewer lift station and the procurement and installation of an automatic transfer switch for the Rosewood sanitary sewer lift station Genset generator model Please return quotes to Doug Kammerer, Public Utilities Superintendent at dkammerer@ci.watertown.mn.us or 309 Lewis Ave S, PO Box 279, Watertown, MN 55388 no later than January 31st, 2019.

Quote Considerations:

- A. The Contractor's quote is required to be submitted under a condition of irrevocability for a period of 120 days after submission.
- B. The contractor will be required to furnish all labor, materials, and equipment.
- C. Procurement and installation no later than June 1st, 2019 is required.
- D. Portable stand by generator with 480-volt, 3 phase power, and a 200 amp rating, with a minimum output of 15,000kW.
- E. Generator to be quoted should include options for a fuel source of natural gas and diesel. The diesel generator should have a minimum run-time on one tank of fuel.
- F. Generator to be placed in a residential neighborhood and should have a reasonable decibel output during run-time acceptable to such an environment.
- G. Automatic Transfer switch and installation to be included.
- H. Pad preparation and installation to be included.
- I. Automatic transfer switch for the Rosewood Generac Model: 7688830100, rated for 480 volt, 3 phase power, and output of 20,000 kW, with 100 amp manual transfer switch.
- J. Contractor shall provide the City with a warranty of work for 1 year against any defect.
- K. Safety is important and is the responsibility of contractor and the City requires OSHA standards are followed while working in the community.
- L. Damage caused by contractor will be repaired before final payment. Damage may include but not limited to existing equipment, streets, curbs, street lights, utilities, and landscaping.
- M. Invoices are required for work completed and will be paid following review by the city, including inspection of the work completed and verification of materials. Upon review the invoice will be paid following approval by the City Council. Pre-payment of up to 50% of equipment costs will be permitted. If periodic payments are to be made, the City will retain 5% of each payment until final payment is approved.
- N. To perform a field visit prior to submittal please contact Doug Kammerer at 952-292-9723. If awarded the project, contractor will be required to conduct a site visit to verify location(s), site conditions, etc.
- O. The quote shall be attached to this solicitation.
- P. The City of Watertown reserves the right to reject any and/or all quotes and is also soliciting offers for this project from other companies.

(Name of Company/Contractor)

Dated: _____

By: _____
(Authorized Agent)



Electrical Services Inc

15995 Hwy 7 E
Hutchinson, MN 55350
P. 320-234-8330
F. 320-587-7198

1/31/2019
City of Watertown
309 Lewis Ave. South
Watertown, MN 55388

PROJECT: Watertown Lift Station Generator Whitetail Run

Specific Scope Items:

- 1) Permits and Inspections have been included,
- 2) Work performed per bid docs received from Michael Norquist on 1/15/19.
- 3) Bid for the Whitetail Run Lift Station.
- 4) We have not included hook up of natural gas to generator.
- 5) We have not figured the installation of the generator pad.
- 6) Have not figured supplying phone line to ATS.
- 7) Assuming to use spare breakers in existing panel to feed generator battery charger and block heater.

We will supply and install all materials, labor, and equipment for the total amount of \$ 55,210.22.

Payment Terms

Payments as invoiced.

Terms and Conditions

- 1) All applicable taxes are included in our submission.
- 2) Electrical shall be installed to standards of the National Electric Code and is guaranteed free from short circuits for one year. No other warranties are expressed or implied.
- 3) Electric Contractor shall make holes in the building to gain access for routing cables and conduits and shall not be held liable in any way for labor or costs incurred for painting, texturing, repairing walls or ceilings.
- 4) Time and materials work shall be charged \$110 an hour plus materials. Service calls shall be charged \$110 for the first half-hour, then \$110 per hour. \$110 is minimum charge.
- 5) Change orders: Any alteration or deviation from the above specifications involving extra costs will be made only upon written agreement, and will become an extra charge above the contract price to be paid immediately.
- 6) Delay: Electric Contractor will be excused for any delay beyond our control. These delays may include, but are not limited to acts of God, labor disputes, inclement weather, acts of owner or public authority, product shortages, or other unforeseen contingencies.
- 7) Right to stop work: If any payment under this contract is not made when due, Electric Contractor may stop suspend work until all payments have been made.
- 8) Any failure to make payments to Electric Contractor is subject to a claim against the property in accordance with applicable lien laws.
- 9) It is agreed that payments to Electric Contractor shall not be withheld due to any delay or failed payments to the part this proposal is submitted to.
- 10) Malicious mischief and vandalism on the job is the responsibility of the part this proposal is submitted to. Electric Contractor shall not be responsible for any damage resulting therefrom. Party submitted to shall carry needed insurance.
- 11) Overdue accounts will be charged a late charge at the rate of 1.5% per month plus a monthly administrative fee of \$20.00 or the maximum rate permitted by law.
- 12) In the event any party to this contract commences any action, legal or otherwise, to collect the contract price, the prevailing party shall be entitled to recover attorneys fees and all other costs incurred in connection with the action.
- 13) This proposal shall be effective for thirty days from the date set forth above, if this proposal is not accepted within this time it shall be expired. This proposal may be withdrawn any time before acceptance.
- 14) The language of all parts of this contract shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. No provision shall be deemed dependant upon any others.
- 15) If any provision of this contract is held by an arbitrator or court to be unenforceable, invalid or illegal, said provision shall be deemed to be deleted and shall not affect the validity of the remaining provisions of this contract.
- 16) Party submitted to shall give written notice of a back charge to Electric Contractor within ten days of the act giving rise to a back charge. If no such notice is given within the ten day period the back charge shall not be allowed.
- 17) In the event party submitted to does not request work to begin and/or the project is not in good condition to commence the work within 30 days after the acceptance of this contract, Electric Contractor shall have the option to terminate this contract.
- 18) Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.

Accepted by

Client

N.G. Generator
on Whitetail Run

**2019 Stand-By Generator with Transfer Switch & Additional Transfer Switch
Request for Quotes
City of Watertown**

The City of Watertown is seeking quotes for the procurement and installation of a stand-by generator with an automatic transfer switch for the Whitetail Run sanitary sewer lift station and the procurement and installation of an automatic transfer switch for the Rosewood sanitary sewer lift station Genset generator model. Please return quotes to Doug Kammerer, Public Utilities Superintendent at dkammerer@ci.watertown.mn.us or 309 Lewis Ave S, PO Box 279, Watertown, MN 55388 no later than January 31st, 2019.

Quote Considerations:

- A. The Contractor's quote is required to be submitted under a condition of irrevocability for a period of 120 days after submission.
- B. The contractor will be required to furnish all labor, materials, and equipment.
- C. Procurement and installation no later than June 1st, 2019 is required.
- D. Portable stand by generator with 480-volt, 3 phase power, and a 200 amp rating, with a minimum output of 15,000kW.
- E. Generator to be quoted should include options for a fuel source of natural gas and diesel. The diesel generator should have a minimum run-time on one tank of fuel.
- F. Generator to be placed in a residential neighborhood and should have a reasonable decibel output during run-time acceptable to such an environment.
- G. Automatic Transfer switch and installation to be included.
- H. Pad preparation and installation to be included.
- I. Automatic transfer switch for the Rosewood Generac Model: 7688830100, rated for 480 volt, 3 phase power, and output of 20,000 kW, with 100 amp manual transfer switch.
- J. Contractor shall provide the City with a warranty of work for 1 year against any defect.
- K. Safety is important and is the responsibility of contractor and the City requires OSHA standards are followed while working in the community.
- L. Damage caused by contractor will be repaired before final payment. Damage may include but not limited to existing equipment, streets, curbs, street lights, utilities, and landscaping.
- M. Invoices are required for work completed and will be paid following review by the city, including inspection of the work completed and verification of materials. Upon review the invoice will be paid following approval by the City Council. Pre-payment of up to 50% of equipment costs will be permitted. If periodic payments are to be made, the City will retain 5% of each payment until final payment is approved.
- N. To perform a field visit prior to submittal please contact Doug Kammerer at 952-292-9723. If awarded the project, contractor will be required to conduct a site visit to verify location(s), site conditions, etc.
- O. The quote shall be attached to this solicitation.
- P. The City of Watertown reserves the right to reject any and/or all quotes and is also soliciting offers for this project from other companies.

E Electrical Services
(Name of Company/Contractor)

By: Mark Polmire
(Authorized Agent)

Dated: 1-24-19

Social Bear
See Rosewood
LS



Electrical Services Inc
15895 Hwy 7 E
Hutchinson, MN 55350
P. 320-234-8330
F. 320-587-7198

1/31/2019
City of Watertown
309 Lewis Ave South
Watertown, Mn

PROJECT: Watertown Lift Station ATS Rosewood

Specific Scope Items:

- 1) Permits and Inspections have been included.
- 2) Work performed per bid documents recieved from Michael Norquist on 1/15/19.
- 3) Bid for the Rosewood Lift Station.

We will supply and install all materials, labor, and equipment for the total amount of \$ 15,535.43.

Payment Terms

Payments as invoiced.

Terms and Conditions

- 1) All applicable taxes are included in our submission.
- 2) Electrical shall be installed to standards of the National Electric Code and is guaranteed free from short circuits for one year. No other warranties are expressed or implied.
- 3) Electric Contractor shall make holes in the building to gain access for routing cables and conduits and shall not be held liable in any way for labor or costs incurred for painting, texturing, repairing walls or ceilings.
- 4) Time and materials work shall be charged \$110 an hour plus materials. Service calls shall be charged \$110 for the first half-hour, then \$110 per hour. \$110 is minimum charge.
- 5) Change orders: Any alteration or deviation from the above specifications involving extra costs will be made only upon written agreement, and will become an extra charge above the contract price to be paid immediately.
- 6) Delay: Electric Contractor will be excused for any delay beyond our control. These delays may include, but are not limited to acts of God, labor disputes, inclement weather, acts of owner or public authority, product shortages, or other unforeseen contingencies.
- 7) Right to stop work: If any payment under this contract is not made when due, Electric Contractor may stop suspend work until all payments have been made.
- 8) Any failure to make payments to Electric Contractor is subject to a claim against the property in accordance with applicable lien laws.
- 9) It is agreed that payments to Electric Contractor shall not be withheld due to any delay or failed payments to the part this proposal is submitted to.
- 10) Malignous mischief and vandalism on the job is the responsibility of the part this proposal is submitted to. Electric Contractor shall not be responsible for any damage resulting therefrom. Party submitted to shall carry needed insurance.
- 11) Overdue accounts will be charged a late charge at the rate of 1.5% per month plus a monthly administrative fee of \$20.00 or the maximum rate permitted by law.
- 12) In the event any party to this contract commenees any action, legal or otherwise, to collect the contract price, the prevailing party shall be entitled to recover attorneys fees and all other costs incurred in connection with the action.
- 13) This proposal shall be effective for thirty days from the date set forth above, if this proposal is not accepted within this time it shall be expired. This proposal may be withdrawn any time before acceptance.
- 14) The language of all parts of this contract shall in all cases be construed us a whole, according to its fair meaning, and not strictly for or against any of the parties. No provision shall be deemed dependant upon any others.
- 15) If any provision of this contract is held by an arbitrator or court to be unenforceable, invalid or illegal, said provision shall be deemed to be deleted and shall not affect the validity of the remaining provisions of this contract.
- 16) Party submitted to shall give written notice of a back charge to Electric Contractor within ten days of the act giving rise to a back charge. If no such notice is given within the ten day period the back charge shall not be allowed.
- 17) In the event party submitted to does not request work to begin and/or the project is not in good condition to commence the work within 30 days after the acceptance of this contract, Electric Contractor shall have the option to terminate this contract.
- 18) Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.

Accepted by

Client



Midwest Electric and Generator, Inc
 PO Box 293
 Rogers, MN 55374
 612-284-1550
 www.MidwestGenerators.com

Estimate 1816080
 Job 1781241
 Estimate Date 1/30/2019
 Completed Date
 Customer PO

Billing Address
 City Of Watertown
 700 Lewis Avenue N
 Watertown, MN 55388 USA

Job Address
 City Of Watertown
 700 Lewis Avenue N
 Watertown, MN 55388 USA

Estimate Details

Natural Gas Generac Generator System

Task #	Description	Quantity
T840029	<p>City of Watertown Lift Station</p> <p>1-5.4L Natural Gas Generac automatic standby generator 5.4L V8 - Liquid Cooled 277/480V - 3 Phase 1-100A SER outdoor rated transfer switch, - 3 Phase 2 Year warranty</p> <p>1 26RJT Generator battery, 1 year warranty</p> <p>1 Cold weather kit, with oil heater, battery warmer, and thermostat 1 Coolant circulator, with thermostat</p> <p>Generator system to set within 15' of existing lift station control box</p> <p>Install 1-100A transfer switch mounted next to existing electrical equipment. Reconfigure circuits as required for backup use</p> <p>Generator will backup up entire lift station</p> <p>Configure all grounds and neutrals as required by code. Including reconfigured of grounds and neutrals, and extend bonding system per service disconnect locations. Install surface mounted conduit from generator location to transfer switch locations. including wiring tap box as required. Wire all control work for communication, and also charging circuit and cold weather circuit</p> <p>Provide gas work from new high-pressure natural gas meter that is to be installed by others. Midwest to coordinate installation of natural gas line and meter, however, gas company charges and fees are to be paid by others and are not included in this proposal</p> <p>1-Setting of generator, skidsteer 1-Set generator pad on site, 2 section 1-Provide generator battery 1-Provide cold weather kit, oil heater, battery heater, and thermostat</p> <p>1-Electrical permit 1-Electrical review 1-54 gallon base mounted tank 1-Complete electrical work, branch circuits and generator feeders 1-Factory required testing, generator registration, dealer check out, and customer training</p> <p>Notes</p> <p>Offloading and rigging by Midwest Installation Included Start-up and Testing Service is included</p>	1.00

Load Bank testing is not included
Permits are included

PAYMENT : HALF PAYMENT DUE AT ORDERING REMAINDER PAYMENT DUE AT
STARTUP

: No retainage without written pre-accepted agreement
: Startup will not be completed without 100% payment
: A 3% surcharge will be added to all credit card payments

PRICES : Valid for 30 days from date of this proposal

TAXES : Sales Taxes are NOT included, and will be billed without a tax-exempt
certificate

F.O.B.Shipping : Ownership of goods passes to buyer at the time the goods cross the
shipping point. Pre-paid freight to jobsite is included.

CANCELLATION : Shall be subject to applicable fees but not less than 50% of the
purchase price.

DELIVERY : Expected to be 3-5 weeks after receipt of order and approved submittals.
Factory will confirm delivery at the time of order. Storage fees of 4% per month will be
assessed to the buyer starting 10 days after the scheduled ship date.

INDEMNIFICATION : Signee is obligated for any and all costs of collection, and
associated fees

PROPRIETARY : This Quote/Bill of Material is proprietary to Midwest Electric and
Generator. Reproduction or sharing of this Quote/Bill of Material is strictly prohibited.

Sub-Total	\$28,788.00
Tax	\$0.00
Total	<u>\$28,788.00</u>

Thank you for choosing Midwest Electric and Generator, Inc

Please do not hesitate to reach out to us with questions or to book services.

We work hard to offer you Best-In-Class for your project, and can also offer some attractive financing options, such as 6 month to 18 month interest free terms depending on your project. Our technicians are competent, licensed, and highly skilled in their profession, and will leave you confident in your decision.

Midwest Electric and Generator is the only Power Pro Premier dealer in the 5 state area, a designation meaning we meet the most stringent set of requirements ensuring customers receive an outstanding sales and service experience when purchasing. We employ expert staff, including electricians, plumbers, mechanics, and project managers, consistently receiving high reviews from our customer base.

Thank you again for the opportunity to earn your business.

Midwest Electric and Generator, Inc

Terms & Conditions

All quotes are good for 30 days.

If you contract Midwest Electric and Generator, Inc. to complete work for you, the following terms and conditions will apply to the sale.

PAYMENT TERMS

The entire invoice is due upon completion of described work, or alternatively the remainder of a contract, minus any down-payments that may have been previously applied. Any payment not received within 10 days from completion of work is subject to interest at the highest amount lawfully allowed by contract in the State of Minnesota until paid. This rate is currently 18% APR. If applicable, sales tax is included in the price, unless otherwise noted. If Midwest Electric and Generator, Inc. commences litigation or employs attorneys to collect payment for any amount due it from Customer, Customer agrees to pay reasonable costs and attorney's fees which may be due. If Customer's check does not clear, Customer may be liable for more than the check amount, plus the face value of the check and court costs. A minimum of \$37.00 will be imposed on all returned checks. All parts will be removed from the Customer's premises and discarded unless specified herein.

COLLECTION COSTS

Customer agrees that they shall pay all expenses incurred by Midwest Electric and Generator, Inc. for the collection of any delinquent accounts including, but not limited to: All attorney's fees, filing fees and costs. Any and all disputes arising out of this sale shall be interpreted under the laws of the the State of Minnesota. Customer agrees to pay collection fees, reasonable attorney's fees and court costs in the event of legal action. A monthly service charge of 1 ½% will be added after 10 days.

WARRANTIES AND LIMITATIONS ON WARRANTIES

Standard warranty is 1 year on labor and parts supplied by Midwest Electric and Generator, Inc.. Midwest Electric and Generator, Inc. warrants that all work performed, and parts, and equipment which were installed in the servicing of the electrical or generator unit(s) were completed in a workmanlike manner and that said work shall be free from defects in materials and workmanship for a period 365 days from date said work was performed or manufacturer's warranties (except for the exclusions listed below). Midwest Electric and Generator, Inc's obligation for defective products and/or workmanship or any damage caused thereby, and Customer's exclusive remedy, shall be limited, at Midwest Electric and Generator, Inc's option, to the replacement of any defective parts or workmanship or the refund of amounts paid by Customer for said service. Midwest Electric and Generator, Inc must receiving actual written noticed of said defect within the 365 day period noted herein. Notice may be sent to P.O.Box 293, Rogers, MN 55374

Items disclosed on invoice & declined by Customer or Customer supplied equipment may be excluded. These exclusions may have limited or no warranty if parts or equipment have been replaced or repaired by Midwest Electric and Generator, Inc. and have not been worked on by anyone else during warranty period. Warranty period may be different if noted herein. (Warranty excludes stop-pages and customer supplied items). All warranty issues must be allowed to be

inspected and approved by Midwest Electric and Generator, Inc before any repair is made or warranty is voided. Warranty is not transferable. Not liable for damage caused by weather, pr normal maintenance items that have not been completed as required, or manufacturer defects.

WARRANTY EXCLUSIONS

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES (EXCEPT OF TITLE) FROM MIDWEST ELECTRIC AND GENERATOR, INC INCLUDING , BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MIDWEST ELECTRIC AND GENERATOR, INC SHALL NOT BE SUBJECT TO AND DISCLAIMS (1) ANY OTHER OBLIGATION OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY OR ARISING UNDER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY MIDWEST ELECTRIC AND GENERATOR, INC OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATED THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

RESTRICTION OF THE PERIOD LIMITATION OF ACTION

Any legal action relating to this Agreement or breach thereof shall be commenced within one (1) year from the date of the work. Consumer shall be deemed to have accepted all delivered goods which he has not rejected within two (2) years of receipt.

ALTERATIONS

Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by Midwest Electric and Generator, Inc, will be cause to terminate Midwest Electric and Generator, Inc's obligation under the contract.

EXCLUSION OF COURSE OF DEALING

It is agreed that no prior course of dealing or usage of trade not expressly set forth in this contract shall be admissible to explain, modify, or contradict this contract in any way.

All warranty work will be performed during normal business hours. Any Customer requiring warranty work not performed during regular business hours will be charged a service charge.

Note: Any alterations or deviations from the above specifications involving extra costs will be executed only upon written consent by customer and will become an extra charge over and above the estimate. All agreements, contingent upon strikes, accidents or delays are beyond our control.

MINNESOTA PRE-LIEN NOTICE:

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

UNDER MINNESOTA LAW, IF WE ARE NOT PAID, WE CAN FILE A CLAIM AGAINST YOUR PROPERTY FOR THE PRICE OF OUR SERVICES. WE MAY NOT FILE A LIEN IF YOU PAID OBLIGATIONS IN FULL BEFORE RECEIVING THIS NOTICE.



Midwest Electric and Generator, Inc
 PO Box 293
 Rogers, MN 55374
 612-284-1550
 www.MidwestGenerators.com

Estimate 1817603
 Job 1781241
 Estimate Date 1/30/2019
 Completed Date
 Customer PO

Billing Address
 City Of Watertown
 700 Lewis Avenue N
 Watertown, MN 55388 USA

Job Address
 City Of Watertown
 700 Lewis Avenue N
 Watertown, MN 55388 USA

Estimate Details

Automatic Transfer Switch - Existing Generac Generator

Task #	Description	Quantity
T840073	Provide and install 1-100A SER automatic transfer switch for control of existing generator system	1.00
	277/480V - 3 Phase	
	Provide 2 wire sensing controls with line and low voltage conduit as required by code	
	1-Electrical permit	
	1-Electrical review	
	PAYMENT :	
	HALF PAYMENT DUE AT ORDERING	
	REMAINDER PAYMENT DUE AT STARTUP	
	: No retainage without written pre-accepted agreement	
	: Startup will not be completed without 100% payment	
	: A 3% surcharge will be added to all credit card payments	
	PRICES : Valid for 30 days from date of this proposal	
	TAXES : Sales Taxes are NOT included, and will be billed without a tax-exempt certificate	
	F.O.B.Shipping : Ownership of goods passes to buyer at the time the goods cross the shipping point. Pre-paid freight to jobsite is included.	
	CANCELLATION : Shall be subject to applicable fees but not less than 50% of the purchase price.	
	DELIVERY : Expected to be 3-5 weeks after receipt of order and approved submittals. Factory will confirm delivery at the time of order. Storage fees of 4% per month will be assessed to the buyer starting 10 days after the scheduled ship date.	
	INDEMNIFICATION : Signee is obligated for any and all costs of collection, and associated fees	
	PROPRIETARY : This Quote/Bill of Material is proprietary to Midwest Electric and Generator. Reproduction or sharing of this Quote/Bill of Material is strictly prohibited.	

Sub-Total	\$2,974.00
Tax	\$0.00
Total	\$2,974.00

Thank you for choosing Midwest Electric and Generator, Inc

Please do not hesitate to reach out to us with questions or to book services. We work hard to offer you Best-In-Class for your project, and can also offer some attractive financing options, such as 6 month to 18 month interest free terms depending on your project. Our technicians are competent, licensed, and highly skilled in their profession, and

will leave you confident in your decision.

Midwest Electric and Generator is the only Power Pro Premier dealer in the 5 state area, a designation meaning we meet the most stringent set of requirements ensuring customers receive an outstanding sales and service experience when purchasing. We employ expert staff, including electricians, plumbers, mechanics, and project managers, consistently receiving high reviews from our customer base.

Thank you again for the opportunity to earn your business.

Midwest Electric and Generator, Inc

Terms & Conditions

All quotes are good for 30 days.

If you contract Midwest Electric and Generator, Inc. to complete work for you, the following terms and conditions will apply to the sale.

PAYMENT TERMS

The entire invoice is due upon completion of described work, or alternatively the remainder of a contract, minus any down-payments that may have been previously applied. Any payment not received within 10 days from completion of work is subject to interest at the highest amount lawfully allowed by contract in the State of Minnesota until paid. This rate is currently 18% APR. If applicable, sales tax is included in the price, unless otherwise noted. If Midwest Electric and Generator, Inc. commences litigation or employs attorneys to collect payment for any amount due it from Customer, Customer agrees to pay reasonable costs and attorney's fees which may be due. If Customer's check does not clear, Customer may be liable for more than the check amount, plus the face value of the check and court costs. A minimum of \$37.00 will be imposed on all returned checks. All parts will be removed from the Customer's premises and discarded unless specified herein.

COLLECTION COSTS

Customer agrees that they shall pay all expenses incurred by Midwest Electric and Generator, Inc. for the collection of any delinquent accounts including, but not limited to: All attorney's fees, filing fees and costs. Any and all disputes arising out of this sale shall be interpreted under the laws of the the State of Minnesota. Customer agrees to pay collection fees, reasonable attorney's fees and court costs in the event of legal action. A monthly service charge of 1 ½% will be added after 10 days.

WARRANTIES AND LIMITATIONS ON WARRANTIES

Standard warranty is 1 year on labor and parts supplied by Midwest Electric and Generator, Inc.. Midwest Electric and Generator, Inc. warrants that all work performed, and parts, and equipment which were installed in the servicing of the electrical or generator unit(s) were completed in a workmanlike manner and that said work shall be free from defects in materials and workmanship for a period 365 days from date said work was performed or manufacturer's warranties (except for the exclusions listed below). Midwest Electric and Generator, Inc's obligation for defective products and/or workmanship or any damage caused thereby, and Customer's exclusive remedy, shall be limited, at Midwest Electric and Generator, Inc's option, to the replacement of any defective parts or workmanship or the refund of amounts paid by Customer for said service. Midwest Electric and Generator, Inc must receiving actual written noticed of said defect within the 365 day period noted herein. Notice may be sent to P.O.Box 293, Rogers, MN 55374

Items disclosed on invoice & declined by Customer or Customer supplied equipment may be excluded. These exclusions may have limited or no warranty if parts or equipment have been replaced or repaired by Midwest Electric and Generator, Inc. and have not been worked on by anyone else during warranty period. Warranty period may be different if noted herein. (Warranty excludes stop-pages and customer supplied items). All warranty issues must be allowed to be

inspected and approved by Midwest Electric and Generator, Inc before any repair is made or warranty is voided. Warranty is not transferable. Not liable for damage caused by weather, pr normal maintenance items that have not been completed as required, or manufacturer defects.

WARRANTY EXCLUSIONS

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES (EXCEPT OF TITLE) FROM MIDWEST ELECTRIC AND GENERATOR, INC INCLUDING , BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MIDWEST ELECTRIC AND GENERATOR, INC SHALL NOT BE SUBJECT TO AND DISCLAIMS (1) ANY OTHER OBLIGATION OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY OR ARISING UNDER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY MIDWEST ELECTRIC AND GENERATOR, INC OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATED THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

RESTRICTION OF THE PERIOD LIMITATION OF ACTION

Any legal action relating to this Agreement or breach thereof shall be commenced within one (1) year from the date of the work. Consumer shall be deemed to have accepted all delivered goods which he has not rejected within two (2) years of receipt.

ALTERATIONS

Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by Midwest Electric and Generator, Inc, will be cause to terminate Midwest Electric and Generator, Inc's obligation under the contract.

EXCLUSION OF COURSE OF DEALING

It is agreed that no prior course of dealing or usage of trade not expressly set forth in this contract shall be admissible to explain, modify, or contradict this contract in any way.

All warranty work will be performed during normal business hours. Any Customer requiring warranty work not performed during regular business hours will be charged a service charge.

Note: Any alterations or deviations from the above specifications involving extra costs will be executed only upon written consent by customer and will become an extra charge over and above the estimate. All agreements, contingent upon strikes, accidents or delays are beyond our control.

MINNESOTA PRE-LIEN NOTICE:

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

UNDER MINNESOTA LAW, IF WE ARE NOT PAID, WE CAN FILE A CLAIM AGAINST YOUR PROPERTY FOR THE PRICE OF OUR SERVICES. WE MAY NOT FILE A LIEN IF YOU PAID OBLIGATIONS IN FULL BEFORE RECEIVING THIS NOTICE.



Date: February 1, 2019

Proposal No. EPG30558316

8050 State Highway 101
Shakopee, MN 55379
952-233-4349

To: Watertown

Re: Standby Generator

Attn: Doug Kammerer

City of Watertown – Whitetail Run & Rosewood

WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

Base Bid – Natural Gas powered generator

Whitetail Run Lift

QUANTITY: One (1) New CATERPILLAR Natural Gas Emergency Standby Generator
In Level 2 Insulated Outdoor Enclosure
MODEL: DG50-2
RATING: 50KW Stand-by
VOLTAGE: 120/240 Volts, 3 phase 60 HZ, 1800 RPM

BREAKER: One (1) thermal magnetic circuit breaker, 100 Amp, 3 pole, shunt trip
SWITCHGEAR: ASCO 300SE Series Service Entrance Rated automatic transfer switch,
150 amp, 3 pole, Nema 3R enclosure, 240 volt with strip heater
WARRANTY: Two (2) years, 1000 hours
INSTALLATION: Electrical installation of new generator & ats
Crane, rigging, concrete, and gas connections by others

Rosewood Lift

SWITCHGEAR: ASCO 300 Series automatic transfer switch,
100 amp, 3 pole, Nema 3R enclosure, 480 volt with strip heater
INSTALLATION: Electrical installation of new ats

INSTALLED PRICE \$ 56,638.00*

Alternate – Diesel powered generator (all others the same as above base bid)

QUANTITY: One (1) New CATERPILLAR Diesel Emergency Standby Generator
In Level 2 Insulated Outdoor Enclosure
MODEL: D40-LC
RATING: 40KW Stand-by
VOLTAGE: 240 Volts, 3 phase 60 HZ, 1800 RPM

INSTALLED PRICE \$ 55,197.00*

DELIVERY 18-22 weeks after approval

F.O.B. Jobsite, on pad

TERMS Net 20 days

THIS PROPOSAL SUBJECT TO ALL PROVISIONS OF THE CONTRACT AND WARRANTY ON REVERSE SIDE

ACCEPTED:

Respectfully submitted,
ZIEGLER INC.

By Kyle From

Kyle From, Sales Engineer

By

Subject to approval by

APPROVED:

ZIEGLER INC.

Its

By

BILL OF MATERIAL

EPG30558316

- 1 -

One (1) Emergency Standby Generator Set, Rated at 50KW Standby 3 ph, 60 HZ, 240 volt, 1800 RPM.

ENGINE SPECIFICATIONS

Meets EPA Regulations

UL2200

5.7 Liter

Electronic governor

Oil filter, spin-on type

Radiator cooling system, blower fan

Water pump

12V. DC starting system

Jacket water heater, 120 volt, 1500 watt

Alternator, 30 ampere, 12 VDC

Fuel system: Natural gas

STANDARD ENGINE SAFETY FEATURES

Shutdowns with individual warning lamps

Fail to start / overcrank

High coolant temperature

Low lube oil pressure

Over-speed

Over-voltage

GENERATOR SPECIFICATIONS

Class H insulation, rotor and stator, single bearing design

Flexible coupling

Brushless excitation

Generator Anti-condensation Heater

Permanent Magnet Generator

Solid-state regulator, +/- 1.% regulation

One (1) UL mainline circuit breakers, 100 amp

SYSTEM CONTROLS

- Voltage (all phases) • Current (all phases)
- Power factor • kW
- kVAR
- Transfer switch status
- Engine speed
- Low fuel pressure
- Run hours
- Service reminders
- Fault history
- Oil pressure
- Coolant temperature
- Time and date
- Low oil pressure shutdown
- High coolant temperature shutdown
- Overvoltage
- Overspeed
- Low coolant level
- Not in auto position (flashing light)
- Exercise speed

BILL OF MATERIAL
EPG30558316

-2 -

- Protection
- Fail to start shutdown
- Low oil pressure shutdown
- Low/High battery voltage
- Battery charger failure
- Underspeed/Overspeed
- Loss of engine speed detection □ □
- I²T function for alternator protection from line to neutral and line to line short circuits
- Emergency stop
- Programmable auto crank function
- 2 wire start for any transfer switch
- Adjustable engine speed at exerciser
- RS232 port for GenLink® control
- RS485 port remote communication
- Canbus addressable
- Governor controller and voltage regulator are built into the master control board
- Temperature range -40 °C to 70 °C

SWITCHGEAR

Whitetail Run Lift

One (1) ASCO 300SE Series Service Entrance Rated automatic transfer switch
150 amp, 3 pole, Nema 3R enclosure, 240 volt, Strip Heater

Rosewood Lift

One (1) ASCO 300 Series automatic transfer switch, 100 amp, 3 pole, Nema 3R enclosure,
480 volt, strip heater

ANCILLARY EQUIPMENT

Outdoor Level 2 Sound Attenuated Insulated Enclosure

Color, white

Battery charger, 10 ampere, static, generator mounted

Battery, with battery rack and cables

Exhaust silencer, critical grade,

Exhaust-flex connector

Alternate-

**DIESEL EMERGENCY STANDBY GENERATOR SET, RATED
40KW STANDBY 240 VOLT, 3 PHASE, 60 HERTZ, 1800 RPM**

ENGINE SPECIFICATIONS

4 Cylinder In-line engine

4.4 liter displacement

Oil filter, spin-on type

Electrical governor

Radiator cooling system, blower fan

Water pump

12V DC starting system

Jacket water heater, 120 volt, 1500 watt,

Alternator, 55 ampere, 12 VDC

Fuel system, diesel

Fuel tank, 137 gallon, integral dual wall UL listed

BILL OF MATERIAL
EPG30558316

-3 -

ELECTRICAL INSTALLATION

Whitetail Run Lift

Includes:

- Electrical Permits
- Installation of concrete pad for new generator.
- Setting and placement of new generator
- Installation of new transfer switch.
- Installation of all conduit, wire, termination in accordance with the NEC
- Connection of natural gas from utility to generator.

Excludes:

- Temporary Power and/or utility costs
- Bond(s) of any type
- Allowances of any kind are excluded.

Rosewood Lift

Includes:

- Electrical Permits
- Installation of new transfer switch.
- Installation of all conduit, wire, termination in accordance with the NEC.
- Demo of existing generator receptacle.

Excludes:

- Temporary Power and/or utility costs
- Bond(s) of any type
- Allowances of any kind are excluded.

PROJECT MANAGEMENT SERVICES

Submittal drawings

 Dimensional drawings

 Electrical schematics

 Product specifications

Prototype testing

Production testing

Technical assistance - coordinated through Ziegler project manager

Jobsite startup

Operation and maintenance manual

 Engine, generator

Warranty, Two (2) year, 1000 hours

Training of owner's personnel - at the time of jobsite testing and start-up

BILL OF MATERIAL

EPG30558316

-4 -

NOTES

Gas connection at generator included

Concrete and rigging included

Fuel provided by others

Ziegler limits the scope of supply for this quotation to the equipment and services listed

Preventative maintenance available upon request at additional cost

Equipment not listed is assumed to be provided by others.

Orders are subject to re-stocking charges if cancelled after release for production.

State and local permits for fire, air, fuel tanks or building permits are not included and provided by others.

Terms:

- Extension of contract beyond term must be at the mutual agreement of the parties.
- Ziegler Inc. shall not be liable for consequential damages or damages beyond our control.
- This quotation is subject to availability at time of order
- Customer is responsible for adequate site conditions and security.
- Customer is responsible for scheduled maintenance and fuel costs.
- Customer must provide adequate insurance to cover equipment damage or loss.
- Price(s) do not include state or local sales and/or use taxes.
- Quotation is valid for 90 days.

PROVISIONS OF THE CONTRACT AND WARRANTY

The prices quoted are current and are subject to change to those in effect at the time of shipment. Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Copies of the warranties applicable to this purchase are attached hereto, and the purchaser by signing this order acknowledges receipt of the Caterpillar warranties on Forms.

The Purchaser agrees to pay any and all taxes, assessments, licenses, and government charges of every kind and nature whatsoever upon said equipment which may be imposed or assessed against or resulting to the Seller on account of the possession or use of said equipment by Purchaser. All provisions hereof are contingent upon government restrictions, strikes, accidents, delays of carrier and other delays unavoidable and beyond Seller's control.

It is intended and understood that title and ownership of said equipment is and shall remain vested in the Seller, notwithstanding delivery or possession, until the entire price is paid in full.

**CITY OF WATERTOWN
RESOLUTION NO. 2019-23**

**RESOLUTION APPROVING SANITARY LIFT STATION STAND BY GENERATOR AND
TRANSFER SWITCH**

WHEREAS, the City of Watertown (the “City”) builds and maintains the sanitary sewer collection system for the benefit of residents; and

WHEREAS, the City has determined that providing stand by backup power to critical sanitary sewer lift stations to be a necessary improvement; and

WHEREAS, on January 8, 2019 via resolution #2019-10 authorized the solicitation of quotes for Utilities Capital Project #UC044 for the Rosewood lift station and #UC043 for the Whitetail run lift station; and

WHEREAS, Midwest Electric & Generator submitted the low quote in response to the request for a stand by generator and transfer switch for a total of \$31,762.00; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Watertown, Minnesota, hereby approves the low quote submitted by Midwest Electric and Generator.

Adopted by the City Council of the City of Watertown this 12th day of February, 2019.

Steve Washburn, Mayor

ATTEST: _____
Lynn Tschudi, Clerk/Treasurer