



City of Grand Island

Tuesday, January 28, 2020

Council Session

Item G-6

**#2020-21 - Approving Bid Award - Boiler Inspection and Repair at
Platte Generating Station - Spring 2020**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Stacy Nonhof, Interim City Attorney

Meeting Date: January 28, 2020

Subject: Boiler Inspection and Repair-Spring 2020

Presenter(s): Timothy G. Luchsinger, Utilities Director

Background

During the spring outage at Platte Generating Station, the turbine generator receives boiler inspections. The Spring of 2020 outage is currently scheduled for April 23, 2020 through May 7, 2020, during which time inspection and maintenance on the boiler will be performed. This package of work on the boiler includes hydro testing of the boiler with inspection for tube leaks and tube repairs, boiler tube alignment attachment repairs and support for regenerative air heater inspection and repair. Plant engineering staff developed the specifications issued for bids covering this scope of work.

Discussion

The specifications for the Boiler Inspection and Repair - Spring 2020 were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on January 16, 2020. The engineer's estimate for this project was \$125,000.00.

Bidder	Base Bid
Locke AMI – Olathe, Kansas	\$90,037.00
Hayes Mechanical – LaVista, Nebraska	\$92,750.00
TEI Construction Services, Inc. – Duncan, South Carolina	\$92,473.00

The bids were reviewed by Utility Engineering staff. The bid from Locke AMI in the amount of \$90,037.00 was found to be compliant with the specification and less than the engineer's estimate.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve

2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that Council award the Contract for Boiler Inspection and Repair - Spring 2020, to Locke AMI of Olathe, Kansas, as the low responsive bidder, with the bid in the amount of \$90,037.00.

Sample Motion

Move to approve the bid of \$90,037.00 from Locke AMI, for the Boiler Inspection and Repair - Spring 2020, at Platte Generating Station.



Stacy Nonhof, Purchasing Agent

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BID OPENING

BID OPENING DATE: January 16, 2020 at 2:00 p.m.
FOR: Boiler Inspection and Repair – Spring 2020
DEPARTMENT: Utilities
ESTIMATE: \$125,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: January 3, 2020
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Hayes Mechanical</u> La Vista, NE	<u>TEiC Construction</u> Duncan, SC
Bid Security:	Great American Insurance Company	Atlantic Specialty Insurance Company
Exceptions:	Noted	Noted
Bid Price:		
Mobilization/		
Demobilization:	\$ 7,500.00	\$35,590.00
Labor:	\$85,000.00	\$55,721.00
Sales Tax:	<u>\$ 250.00</u>	<u>\$ 1,162.00</u>
Total Bid:	\$92,750.00	\$92,473.00

Bidder:	<u>Locke AMI</u> Olathe, KS
Bid Security:	Travelers Casualty and Surety Company of America
Exceptions:	None

Bid Price:	
Mobilization/	
Demobilization:	\$21,933.00
Labor:	\$68,104.00
Sales Tax:	<u>N/A</u>
Total Bid:	\$90,037.00

cc: Tim Luchsinger, Utilities Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent
Karen Nagel, Utility Secretary

Pat Gericke, Utilities Admin. Assist.
Patrick Brown, Finance Director
Darrell Dorsey, PGS Plant Supt.

P2176



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BID SPECIFICATION PACKAGE

for

BOILER INSPECTION AND REPAIR SPRING 2020

C 128702

Bid Opening Date/Time

Thursday, January 16, 2020 @ 2:00 p.m. (local time)
City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island, NE 68802-1968

Contact Information

Darrell Dorsey
City of Grand Island – Utilities Department
Platte Generating Station
308/385-5496

Date issued: January 3, 2020

**ADVERTISEMENT TO BIDDERS
FOR
BOILER INSPECTION AND REPAIR – SPRING 2020
FOR
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for Boiler Inspection and Repair-Spring 2020 will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until **Thursday, January 16, 2020 at 2:00 p.m. local time**, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall City Clerk's Office located on 1st floor of City Hall. **Submit an original and three copies if submitting by mail.** Bid package and any Addendas are also available on-line at www.grand-island.com under Business-Bids and Request for Proposals-Bid Calendar under the bid opening date. Bidding documents, plans and specifications for use in preparing bids may be downloaded from the QuestCDN website www.QuestCDN.com for a \$30.00 fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. **Bids received after the specified time will not be considered.**

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his/her bid for a period of thirty (30) days after date of bid opening.

RaNae Edwards, City Clerk

Advertised

(All bids must be submitted on this form)

BOILER INSPECTION AND REPAIR – SPRING 2020

BID DATA FORM

CITY OF GRAND ISLAND
GRAND ISLAND, NE

The undersigned Bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide labor, equipment, materials and supervision on a time and material basis to support the inspection and repair of generator components and auxiliary equipment as needed during the Spring Outage that is currently scheduled for April 23, 2020 through May 7, 2020, FOB the City of Grand Island, freight prepaid, at the following price:

ITEM DESCRIPTION**EXTENDED COST**

Base Bid:

Mobilization/Demobilization	\$	_____
Labor (T&M)	\$	_____
Applicable Sales tax*	\$	_____
Total Base Bid	\$	_____

* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

☐ **Exceptions Noted** - Bidder acknowledges there are *Exceptions* and/or *Clarifications* noted to the above bid, and those exceptions are fully explained on a separate sheet, clearly marked, and included with the Bid.

Bidder Company Name Date

Company Address City State Zip

Print Name of Person Completing Bid Signature

Email: _____ Telephone No. _____

According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:

Nebraska law provides a sales and use tax exemption on contractor labor charges for the construction, repair, or annexation of any structure used for the generation, transmission, or distribution of electricity. Separately stated contractor labor would be exempt, all materials are taxable according to the contractor's option.

Option 1 (Section 1-017.05) _____ Option 2 (Section 1-017.06) _____ Option 3 (Section 1-017.07) _____

If the Nebraska sales and use tax election is not filed or noted above, the contractor will be treated as a retailer under Option 1 for sales and use tax purposes.

☐ By checking this box, Bidder acknowledges the specified completion date of the project is **May 4, 2020**.

☐ By checking this box, Bidder acknowledges that Addenda Number(s) _____ were received and considered in Bid preparation.

Note: If Bidder supplies individual unit pricing information as supplemental pricing to the base material and labor cost above, said individual pricing is proprietary information and should not be released under a public records request. The total base bid is not considered proprietary information and will be released pursuant to City Procurement Code.

Any exceptions the bidder wishes to take regarding the Owners specifications and/or contract documents must be submitted with the bid, and noted above under "Exceptions Noted". Time is of the essence in the evaluation of proposals, the execution of contract documents for the execution of the work. Submittal of proposals that include terms and conditions unacceptable to the Owner, or that lack the information and clarity required by these specifications may be subject to rejection at the sole discretion of the Owner.

CHECKLIST FOR BID SUBMISSION**FOR****BOILER INSPECTION AND REPAIR – SPRING 2020**

Bids must be received by the City Clerk before 2:00 p.m. on Thursday, January 16, 2020.

The following items must be completed for your bid to be considered.

- ☐ Submittal of bid documents:
 - ☐ **Option 1 – Mailing:** A signed original and three (3) copies of the bidding documents. Failure to submit the correct number of copies may result in your bid not being considered.
 - ☐ Note: Your certified check, cashiers check or bid bond should be clearly marked in a separate envelope attached to the signed original bid.
 - ☐ **Option 2 – QuestCDN (online):** Purchase the bid specification through QuestCDN at their \$30.00 fee. Upload the signed original of the Bid Data Form, along with any supporting material required to meet the bid specification through QuestCDN. Upload your bid bond online through QuestCDN. *Bidders using Certified check or Cashiers' Check must mail said check to the office of the City Clerk no later than the scheduled bid opening date and time and clearly marked with the project name.*
- ☐ Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form.
- ☐ Selection of Nebraska Sales Tax Option. If the Nebraska sales and use tax election is not filed or noted above, the Contractor will be treated as a retailer under Option 1 for sales and use tax purposes.
- ☐ A reference list of at least three (3) projects of similar scope and complexity, including a description, name and phone contact.
- ☐ A summary of the experience of the Superintendent proposed for this project.
- ☐ A list of subcontractor's names and references.
- ☐ A copy of the Contractor's R stamp.
- ☐ Firm lump sum pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- ☐ A proposed construction/test schedule.
- ☐ A description of the standard terms and conditions which will be in effect during the project.
- ☐ Exceptions to the specification or Owner's Contract Document.
- ☐ Acknowledgment of Addenda Number(s) _____.

Please check off each item as completed to ensure compliance. If you have any questions, please feel free to contact our office prior to the bid opening date/time.

INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Bid Data Form.

3. PREPARATION OF BIDS.

Bidders shall use only the Bid Data Form provided in these Documents. All blank spaces in the Bid Data Form must be filled in, preferably in BLACK ink, in both words and figures where required. No changes to the wording or content of the forms is permitted. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Prices stated shall be f.o.b. with freight and full insurance paid by Bidder, to the job site located in Grand Island, Nebraska.

The Bidder shall acknowledge receipt of all Addenda in the Bid Data Form. Bids received without acknowledgement or without the Addendum enclosed will be considered informal.

Individual unit pricing as listed on the Bid Data Form or supplied as supplemental information may be deemed proprietary information and not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.

4. SUBMISSION OF BIDS.

All Bids must be submitted intact with the correct number of copies no later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Bids must be made on the Bid Data Form provided herein. Each Bid mailed must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

5. BID SECURITY.

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank which is insured by the Federal Deposit Insurance Corporation, or a bid bond issued by a Surety authorized to issue such bonds in the state where the Work is located, in the amount of 5 percent of the bid amount payable to OWNER. This bid security shall be given as a guarantee that the Bidder will not withdraw their Bid for a period of **thirty (30) days after** bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish a properly executed Performance Bond and Payment Bond, each in the full amount of the Contract price, within the time specified.

The Attorney-in-Fact that executes this bond on behalf of the Surety must attach a notarized copy of his/her power of attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

6. RETURN OF BID SECURITY.

Within fifteen (15) days after the award of the Contract, the OWNER will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. All other retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and guarantees which have been fortified, will be returned to the respective Bidders whose Bids they accompanied.

7. BASIS OF AWARD.

The award will be made by the OWNER on the basis of the Bid from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER. All Bids will be considered on the following basis:

Delivery time	Conformance with the terms of the Bid
Bid price	Documents
Cost of installation	
Suitability to project requirements	Responsibility and qualification of Bidder

The OWNER reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Bids.

8. EXECUTION OF CONTRACT.

The successful Bidder shall, within fifteen (15) days after receiving notice of award, sign and deliver to the OWNER the Contract hereto attached together with the acceptable bonds as required in these Bid Documents. Within fifteen (15) days after receiving the signed Contract with acceptable bond(s) from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

9. PERFORMANCE AND PAYMENT BONDS.

The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

10. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the Work is stated in the Bid Data Form.

11. GRATUITIES AND KICKBACKS.

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

12. FISCAL YEAR.

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **[SUCCESSFUL BIDDER]**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for BOILER INSPECTION AND REPAIR-SPRING 2020; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself/herself, or themselves, and its, his/her, or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. **[NAME OF SUCCESSFUL BIDDER]** signed and dated **[DATE OF BID]**.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract documents as listed in the attached General Specifications, said documents forming the Contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this Contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **[DOLLAR AMOUNT] (\$00.00)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

Contract #

Issued:

The total cost of the Contract includes:

Base Bid: Mobilization/Demobilization	\$.00
Labor (T&M)	.00
Sales Tax (if any)	.00
Total Base Bid	\$.00

Option ____ Contractor

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the BOILER INSPECTION AND REPAIR-SPRING 2020.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Platte Generating Station, and complete the work on or before **May 4, 2020**.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this Contract as required by Section 7-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this Contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard,

rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

[SUCCESSFUL BIDDER]

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

The Contract is in due form according to law and hereby approved.

Attorney for the City

Date

DRAFT



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REQUEST FOR BIDS - GENERAL SPECIFICATIONS

The Bid shall be in accordance with the following and with all attached BID DATA and DETAILED SPECIFICATIONS.

All prices are to be furnished and installed FOB, Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.** * If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Mailed bids shall include the following on the **outside** of the mailing envelope: **“Boiler Inspection and Repair-Spring 2020”**. All bids submitted by mail must include **an original and three copies** of the bid. The bid specification and on-line bidding forms are also available at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and “Click here for bid document link” through QuestCDN for a \$30.00 fee. If submitting through QuestCDN, **one** original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than Thursday, **January 16, 2020 at 2:00 p.m. local time.** to:

Mailing Address: City Clerk
City Hall
P. O. Box 1968
Grand Island, NE 68802-1968

Street Address: City Clerk
City Hall
100 E. First Street
Grand Island, NE 68801

Bids will be opened at this time in the City Hall City Clerk’s Office located on 1st floor of City Hall. Any bid received after the specified date will not be considered.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968
Phone (308) 385-5496 / FAX (308) 385-5353*

The equipment and materials must be new, the latest make or model, unless otherwise specified. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment or material which does not meet the City's requirements will be returned at vendor's expense for correction. The invoice will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

Each bidder shall submit with the bid a certified check, a cashier's check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the Bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered. Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Successful bidder shall comply with the City's insurance requirements; performance and payment bonds are required for this project as outlined in the Detailed Specifications and Instructions to Bidders. All bids shall be valid for at least thirty (30) working days after the bid deadline for evaluation purposes.

All bids must be on the bid form and must be signed and dated to be accepted. If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Darrell Dorsey at 308-385-5492, for questions concerning this specification.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968
Phone (308) 385-5496 / FAX (308) 385-5353*

BOILER INSPECTION AND REPAIR SPRING 2020

DETAILED SPECIFICATION

- I. **SCOPE:** This work will generally consist of providing labor, equipment, materials and supervision on a time and material basis to support the inspection and repair of generator components and auxiliaries equipment as needed during the Spring Outage, currently scheduled April 23, 2020 through May 7, 2020. Such work may consist of:
- Hydro testing of the boiler with inspection for tube leaks
 - Boiler tube repairs
 - Boiler tube surface preparation for UT inspection by others
 - Installation of tube shields
 - Repair of boiler tube alignment attachments
 - Removal of baffle plates in the economizer
 - Weld repair of cracks in boiler plate steel
 - Installation of test ports on the economizer exit duct
 - Support for regenerative air heater inspection and repair
- II. **OTHER WORK IN PROGRESS:** Under separate contracts, there will be numerous other contractors on site for the provision of other repair services. Some of primary contracts include:
- Precipitator cleaning with explosive charges April 24th. Will continue April 25th if needed,
 - Industrial cleaning in the boiler, bottom ash systems, duct work and spray dry absorber with hydro blasting equipment, grit blasting and vacuum trucks will be performed April 25th-28th.
 - Safety valve overhauls and replacements on the main boiler and on auxiliary equipment throughout the facility.
 - Chimney repairs and structural painting.
 - Air Heater wash April 29th through April 30th.
 - Air heater inspections and repairs May 1-4.

The Contractor shall cooperate with the Owner's representatives and other contractors on site in maintaining individual work areas, laydown and staging areas, break areas and parking areas so as to minimize interference with one another's work efforts. The Contractor shall attend periodic joint scheduling meetings to enhance communications and coordination amongst the various Contractors on site.

The Owner anticipates locating tooling and equipment for boiler work under this specification on the ground level below the boiler inside the plant and throughout all levels of the main boiler and adjacent platforms. A staging and laydown area will be provided at the ground level immediately outside the southeast corner of the unit. A break area will be provided inside the plant on the second floor.

- III. **DESCRIPTION:** The Platte Generating Station is located at 1035 W. Wildwood Drive, two miles south of Grand Island, Nebraska. The Unit 1 steam generator is a natural circulation, superheat/reheat, pulverized coal-fired boiler manufactured by ABB-CE (CE Contract No. 13477). The steam generator produces 765,000 lb/hr (MCR) of steam at 1000 F and 1800 psi which is delivered to a 100,000 kw steam turbine. Steam generator auxiliary equipment includes a vertical rotor, Ljungstrom regenerative air heater (type 27-VI-90), a United Conveyor water impounded "W" type bottom ash storage hopper, and four CE-Raymond pulverizers (type 683 RS).

- IV. INSPECTIONS AND REPAIRS: The Contractor shall perform the following inspections and repairs to the boiler and auxiliaries.
- A. Inspections: The Contractor shall perform the inspections and tube UT inspection preparations as soon as possible so that any problem areas discovered can be evaluated and repaired as required.
1. Conduct a thorough visual inspection of the accessible tube shields, hangers, alignment bars and boiler tubing along all retract sootblower paths to identify any repairs needed. Specifically identify sootblower and ash erosion damage in the 1st, 2nd, 3rd and 4th tubes in from each sootblower to such extent as feasible.
 2. Clean the tube surfaces in all areas identified for UT inspection during the visual inspection.
 3. Inspect the Penthouse and all dead air spaces for casing cracks.
- B. Non-Pressure Component Repairs: Review all repair recommendations with the Owner's representative to determine scopes of repair based on inspection results. Contractor shall perform all repairs authorized by the Owner, including but not limited to:
1. Replace tube shields that are missing. Tube shields will be furnished by the City.
 2. Repair damaged alignment bars.
 3. Repair dislodged spacer bars.
 4. Repair the casing cracks in the penthouse and dead air spaces.
 5. All other non-pressure component repairs identified and authorized by the Owner.
 6. The Contractor will receive approval from the City's representative for these repairs prior to starting, shall track all repairs and hours, and report status and hours to the City representative daily.
- C. Pressure Part Repairs: Contractor shall review all recommendations for pressure part repairs with the Owner's Representative. Those repairs authorized by the Owner will be performed by the Contractor who shall track all repairs and hours, and report status and hours to the City representative daily.
- V. MATERIALS, EQUIPMENT, AND SERVICES PROVIDED BY THE CITY: The City shall provide the materials mentioned, including all tubing, tube shields and clips, electrical power and electrical connections, and a drinking water source. The Owner shall provide temporary, portable restroom facilities.
- VI. MATERIALS, EQUIPMENT, AND SERVICES PROVIDED BY THE CONTRACTOR: The Contractor shall provide required hand tools, hoists, chain falls, cutting torches and gases, welding machines, welding leads and consumables, and all other equipment and materials necessary to completely perform the work.
- V. QUALIFICATIONS: The Contractor shall be a firm specializing in the installation, overhaul, repair, and maintenance of steam generating equipment used in the power generation industry. The Contractor shall be capable of fully performing the work without the assistance of City personnel, except as required for the City to identify specific repair locations. A reference list of projects of similar scope and complexity shall be provided with the bid. The Contractor shall possess a valid ASME "R" stamp and valid welding procedures as typical for utility boilers and as specifically required for welds required in these specifications. All welders shall be certified as required for the work performed and the certification documents shall be available to review at the job site. Prior to award, the Contractor shall submit procedures for all welding required in this specification to the City for review.
- VI. FIELD SUPERVISION: The Contractor shall provide an on-site Superintendent to direct the work. The Superintendent shall be thoroughly familiar with Combustion Engineering tangential boilers and auxiliary equipment, and had previous experience with projects of similar scope. A summary of the experience of the Superintendent proposed for the project shall be provided.

- VII. **SAFETY:** The Contractor shall be responsible for compliance with all safety practices as required by the regulatory agencies governing the Contractor's operations as well as any and all safety requirements of the Contractor's organization and shall submit historical evidence of such compliance. All personnel working on site will be required to participate in the plant's safety orientation prior to performing any work on site at PGS and comply with plant safety requirements.

The plant has an equipment lockout/tag out procedure to prevent the unauthorized starting of motors and the unauthorized movement of valves and dampers. The Contractor is required to use the procedure and add its own locks/tags on top of the plant lock/tags if required. *Removal of plant locks/tags is not allowed and is cause for removal from the plant site.*

- IX. **SCHEDULE:** It is expected that the boiler will be removed from service on April 23rd and hydro tested on April 24th. These dates are not guaranteed and remain subject to adjustment based on the needs of the utility.

The access to the boiler may be limited at times during the first week of the outage due to other work. The Contractor shall coordinate all work in advance with the Owner. The Contractor shall complete all work by May 4, 2020, to allow the owner to fire the unit in preparation for return to service.

There is no separate contractor entrance at the Platte Generating Station. There is one gate with a card access security system and the Contractor may request to use access cards to gain entry rather than request entry and exit each trip. There is a \$25.00 charge for each access card that is not returned.

- X. **SERVICE RATES:** The Contractor shall provide lump sum T&M not-to-exceed pricing for the scope as specified with a breakout of separate lump sum pricing for each of:

- 1 - Firm price for all Mobilization, Demobilization, Tools, Equipment, supplies, PPE, expendables, supervision and project management, overhead, fixed costs and expenses.
- 2 – A Lump sum T&M cost of labor for one crew working 10 hours per day April 24-May 4, 2020. For bidding purposes, the crew shall consist of 1 Superintendent, 1 BM General Foreman and 3 BM Journeymen.
- 3- Provide T&M rate sheets that are the basis of the costs above and which will further be used for all billing, including all modifications to the labor crew required during the performance of the work.

The Platte Generating Station is NOT tax exempt and is subject to 7.5% sales tax. See the Nebraska Department of Revenue web site at www.revenue.state.ne.us for contractor's tax information.

- XI. **SUBMITTALS REQUIRED:**

A. Contractor shall submit the following documentation for review with the bid:

1. References for at least three (3) projects of a similar scope and for a similar size unit, including a description, name, and phone contact.
2. Subcontractor's names and reference lists.
3. Copy of Contractor's R stamp.
4. Superintendent's experience summary.
5. Pricing
6. Firm T&M Unit prices for additions or reductions to the bid labor hours included in the lump sum price, and for any other work added to the project for miscellaneous repairs.
7. Provide all other standard terms and conditions which will be in effect during the project.
8. Any exceptions the bidder wishes to take regarding the Owners specifications and contract documents must be submitted **with the bid**, and noted on the Bid Data Form.

Time is of the essence in the evaluation of proposals, the execution of contract documents and/or issuance of a Purchase Order for the execution of the work. Submittal of proposals that include terms and conditions

unacceptable to the Owner, or that lack the information and clarity required by these specifications may be subject to rejection at the sole discretion of the Owner.

- XII. SITE CONTACT: All bidders shall have visited the site prior to bidding to familiarize themselves with site conditions affecting the work. To arrange a site visit or for any questions regarding this specification, contact Darrell Dorsey at 308-385-5492 or email ddorsey@giud.com.
- XIV. INSURANCE: The Contractor shall comply with the attached Insurance Requirements
- XIV. PERFORMANCE AND PAYMENT BONDS: The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of 1 year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

- XV. Time and Material Accounting: Contractor shall be required to maintain accurate job logs and daily time sheets detailing all work performed and expenses incurred in the same format as the bid detail submittal for T&M work. Daily time sheets shall identify all individuals by name, craft and all hours worked on each portion of the work. Such job logs and time sheets shall accurately account for all man-hours with clear separation and identification of Time, equipment and Material as required accounting for the actual work hours and expenses.

The timesheets/logs shall clearly detail the specific work that was accomplished during the shift. These sheets will be presented to the Owner's representative on a daily basis for review with the Contractor. The Owners representative will sign these documents as a record of receipt and review only. Any corrections that need to be made to such signed documents shall be implemented upon the discovery of the error and both parties shall initial the change made on the form. These records will then serve as record of the work performed and a basis for determining the final billing.



*Working Together for a
Better Tomorrow, Today.*

REQUEST FOR BIDS - SITE CONDITIONS

BOILER INSPECTION AND REPAIR SPRING 2020

Site Visit: Bidders shall visit the site in order to inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the nature of the existing facilities, the obstacles which may be encountered, the sequence of the work, and all other relevant matters concerning the work to be performed. No extra compensation shall be allowed by reason of the failure of such bidder to fully inform themselves of said site conditions prior to the bidding. The Contractor shall employ, so far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with the City's operations and any other contractors.

A site visit may be arranged by contacting Darrell Dorsey at (308) 385-5492 or ddorsey@giud.com.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968
Phone (308) 385-5496 / FAX (308) 385-5353*

MINIMUM INSURANCE REQUIREMENTS
CITY OF GRAND ISLAND, NEBRASKA

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
---------------------------------	----------------------------------

3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. ADDITIONAL REQUIREMENTS

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Bidder cannot have the "endeavor to" language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**

BOILER INSPECTION AND REPAIR – SPRING 2020

BID DATA FORM

CITY OF GRAND ISLAND
GRAND ISLAND, NE

The undersigned Bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide labor, equipment, materials and supervision on a time and material basis to support the inspection and repair of generator components and auxiliary equipment as needed during the Spring Outage that is currently scheduled for April 23, 2020 through May 7, 2020, FOB the City of Grand Island, freight prepaid, at the following price:

<u>ITEM DESCRIPTION</u>	<u>EXTENDED COST</u>
Base Bid:	
Mobilization/Demobilization	\$ 21,933.00
Labor (T&M)	\$ 68,104.00
Applicable Sales tax*	\$ 0
Total Base Bid	\$ 90,037.00

* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

☐ **Exceptions Noted** - Bidder acknowledges there are *Exceptions* and/or *Clarifications* noted to the above bid, and those exceptions are fully explained on a separate sheet, clearly marked, and included with the Bid.

Locke AMI	1-14-20
Bidder Company Name	Date
15705 S US 169 HWY	Olathe KS 66062
Company Address	City State Zip
Ron Cornish	Signature
Print Name of Person Completing Bid	Signature
Email: rcornish@lockeami.com	Telephone No. 913-785-8500

According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:

Nebraska law provides a sales and use tax exemption on contractor labor charges for the construction, repair, or annexation of any structure used for the generation, transmission, or distribution of electricity. Separately stated contractor labor would be exempt, all materials are taxable according to the contractor's option.

Option 1 (Section 1-017.05) _____ Option 2 (Section 1-017.06) **X** Option 3 (Section 1-017.07) _____

If the Nebraska sales and use tax election is not filed or noted above, the contractor will be treated as a retailer under Option 1 for sales and use tax purposes.

☒ By checking this box, Bidder acknowledges the specified completion date of the project is **May 4, 2020**.

☒ By checking this box, Bidder acknowledges that Addenda Number(s) 0 were received and considered in Bid preparation.

Note: If Bidder supplies individual unit pricing information as supplemental pricing to the base material and labor cost above, said individual pricing is proprietary information and should not be released under a public records request. The total base bid is not considered proprietary information and will be released pursuant to City Procurement Code.

Any exceptions the bidder wishes to take regarding the Owners specifications and/or contract documents must be submitted with the bid, and noted above under "Exceptions Noted". Time is of the essence in the evaluation of proposals, the execution of contract documents for the execution of the work. Submittal of proposals that include terms and conditions unacceptable to the Owner, or that lack the information and clarity required by these specifications may be subject to rejection at the sole discretion of the Owner.

Proposal Clarifications & Exceptions	
1. Any welding consumables required for alloys above 316 stainless are also not included in the firm price portion of the contract as this can be very expensive and quantities are not identifiable at this time.	
2. In the event that any excessive crew additions are required (greater than 5 craft people), the following cost additions shall apply	
1. Costs for additional tools to support the added crew, including the mobilization/demobilization	
2. Costs for an additional General Foreman from Locke AMI who may require per diem and travel time paid to/from the site	
3. The ratio of fm to craft shall be jointly determined onsite by Locke AMI and Grand Island	
The number of work areas and number of craft both impact the number of foreman required	
3. No scaffold material or subcontract costs are included in the firm price	
4. Locke AMI's site superintendent is qualified to perform UT thickness measurements of boiler tubes. The rental cost of the UT equipment is NOT included in our firm price. In addition to the rental equipment cost, there would be a one time fee of \$250 to provide formal reporting at the completion of the project.	
5. In the event that code repairs are required, Locke AMI's QC Manager time as well as the time for our AI are not included in the firm price.	
6. If a night shift is required, a \$3/hr rate differential for ST is required for all craft (\$4.50 for OT and \$6 for DT)	
7. Engineering time shall only be billable if specific design work and/or additional onsite inspections by one of our engineers is requested.	
8. We have assumed a forklift will be available onsite to unload/reload Locke AMI's tools. We have not included this in our fixed price.	

Date 1-14-20

Locke AMI LLC will not be using any subs at this point.

Locke AMI LLC work to provide a total package of products and services. Both Locke Equipment and Associated Mechanical were owned by the Locke family. Locke Equipment was established in 1973 and Associated Mechanical was established in 1981 and purchased by the Locke family in 2005. In 2018 Locke Equipment and Associated Mechanical was purchased by The Bowen Company and have combined the two company's into one called Locke AMI LLC. We still provide equipment sales, engineering services and cater to customer needs to determine what equipment will best provide a solution to the customer's inquiry. The labor arm of the organization is still in place and can install and repair any of the equipment sold by Locke AMI LLC

We have maintenance contracts at several electric utilities in the Kansas City area. We hold ASME 'R', 'S' and 'U' stamps. Locke AMI LLC has over 30 years' experience and maintains a qualified staff of union boilermakers and pipe fitters. We concentrate on industrial boilers and burners and related equipment for the industrial and power industry.

Locke AMI would like to thank you for this opportunity to provide you with our services. We would appreciate an opportunity to discuss our offer. If you have any further questions or are in need of additional information please feel free to contact us at the above locations.

Sincerely,

Ron Cornish
Sr Project Manager / Estimator
Office 913-815-1108
Office Direct 913-815-1116
Cell 913-645-4280
Fax 913-782-8502

Approval of Pricing & Terms

Printed Name & Date

Authorized Signature & Date

Please sign and return

Date 1-14-20

Locke AMI LLC

Has not seen any addendums

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Fax 913-782-8502

Approval of Pricing & Terms

Printed Name & Date

Authorized Signature & Date

Please sign and return

Nicholas D. Cash

8527 Se PP Hwy Lawson Mo, 64089

Ph. (913)428-6650

Email: nick@amikc.com

OJECTIVE

Strive to create strong, long-lasting business relationships with current and
Future customers in the electric and steam producing field
And to continue to grow and gain knowledge as a boilermaker and the industry.

SPECIAL TRAINING/ACHEIVMENTS

Hand selected in 2012 to compete in the Boilermaker National Apprenticeship Competition,
Most OSHA 500/510 Certified, Completed Most Project Management Class, Perfect safety
record for 10 years, Journeymen Local 83

TRADE SKILLS

- Certified for stick, mig and tig welding
- The skills set to read, work and calculate materials from shop and architectural prints
- Layout & Fabricate
- The skills to diagnosis and locate problems to maintain efficient operations of a boiler
- Able to perform all duties required as a journeyman boilermaker
- Construction management of over 3 years
- On time and successful completion of fall and spring outage at Empire Electric/Liberty Utilities with 0 injuries as superintendent

EXPERIENCE

Associated Mechanical/Locke
Olathe, Ks

May '11 to Present

General Forman/ Superintendent

•

Local 83 Union Hall,
Kansas City, Mo

November '07 to May '11

Boilermaker

- Rigging
- Welding
- Layout
- Fabrication

EDUCATION

Graduate of Macon High School 1997

Missouri Valley
Marshall, Missouri

30 hours towards
Bachelor's Degree in Business

•

REFERENCES:

John Woods- Supervisor of all plant managers in the empire district 417-392-0575

Ken Conley- Retired Local 83 Boilermaker 816-225-8804

Duane Zerr- Director of outage operations Empire district Asbury, MO 417-438-2280

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	12, '20	Jan 19, '20	Jan 26, '20							
							M	T	W	T	F	S	S	M	T	W
1	★	Mob	2 days	Wed 4/22/20	Thu 4/23/20											
2	★	Outage	7 days	Fri 4/24/20	Mon 5/4/20											
3	★	Demob	2 days	Wed 5/6/20	Thu 5/7/20											

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Projects and References

15705 S. US 169 Hwy | Olathe, KS 66062 | 913-815-1108

Owner: Board of Public Utilities (Nearman Station)

Contract Name: Maintenance Contract / Seasonal Outages

Location: 4240 N. 55th Street, Kansas City, KS 66104

Contact Name: Bill Cobb

Phone Number: 913-572-9787

Email: bcobb@bpu.com

Contract Price: \$ Varies – \$1,000,000 to \$5,000,000

Owner: Board of Public Utilities (Quindaro Station)

Contract Name: Install Low NOx Burners

Location: 3601 N. 12th Street, Kansas City, KS 66104

Contact Name: John Frick

Phone Number: 913-573-9339

Email: jfrick@bpu.com

Contract Price: \$8,800,000

Owner: University of Missouri

Contract Name: Maintenance Contract

Location: 401 E. Stewart Rd., Columbia, MO 65211

Contact Name: Harry Frank

Phone Number: 573-882-0950

Contract Price: \$ Varies

Owner: City Utilities of Springfield

Contract Name: Maintenance Contract

Location: 5100 W. Farm Road 164, Springfield, MO 65807

Contact Name: David Kail

Phone Number: 417-831-8411

Contract Price: \$200,000 (Estimate)

Owner: Veolia

Contract Name: Modify 1A Boiler/Install Superheater & Economizer

Location: 115 Grand Avenue, Kansas City, MO 64106

Contact Name: Joe Romi

Phone Number: 816-889-4900

Email: joe.romi@veolia.com

Contract Price: \$1,540,000

Owner: Veolia

Contract Name: Burner & Boiler Feedwater Pump Install

Location: 202 S. Frisco, Tulsa, OK 74103
Contact Name: Alan Bennefield
Phone Number: 918-510-3942
Email: alan.bennefield@veolia.com
Contract Price: \$470,000

Owner: Veolia

Contract Name: Boiler 6 & 8 Superheater Re-Design and Replacement
Location: 115 Grand Avenue, Kansas City, MO 64106
Contact Name: Joe Romi
Phone Number: 816-889-4900
Email: joe.romi@veolia.com
Contract Price: \$2,515,000

Owner: Kansas City Power & Light

Contract Name: Expansion Joints & Gas Recirculation Duct(s)
Location: 25166 E. 2200 Road, LyCygne, KS 66040
Contact Name: Lance Smith
Phone Number: 913-632-0813
Email: lance.smith@kcpl.com
Contract Price: \$3,335,000

Owner: Kansas City Power & Light

Contract Name: Auxiliary Boiler Re-Tube & Economizer Rebuild
Location: 25166 E. 2200 Road, LyCygne, KS 66040
Contact Name: Lance Smith
Phone Number: 913-632-0813
Email: lance.smith@kcpl.com
Contract Price: \$1,670,000

Owner: Kansas City Power & Light

Contract Name: BMS-CCS – Rebuild B1 & B2
Location: 1413 Lower Lake Rd., St. Joseph, MO 64504
Contact Name: Mark Howell
Phone Number: 816-387-6407
Email: mark.howell@kcpl.com
Contract Price: \$950,000

Owner: US Gypsum

Contract Name: Low NOx Boiler Burner
Location: Kansas City, MO
Contact Name: Curtis Horvath
Email: chorvath@2usg.com
Phone Number: 816-918-2726
Contract Price: \$270,000

THE NATIONAL BOARD
OF
BOILER & PRESSURE VESSEL INSPECTORS

Certificate of Authorization



This is to certify that

**Locke AMI, LLC
15705 S. US 169 Hwy
Olathe, Kansas 66062
United States**

Acceptable Abbreviation: LAMI

is authorized to use the R Symbol in accordance with the provisions of the National Board Inspection Code and NB-415, Accreditation of "R" Repair Organizations.

All activities within the scope of this Authorization shall be controlled by the above location.

The scope of this Authorization is limited to:

**Metallic
Repairs and Alterations
At
Shop and Field Locations**



Certification Number: 1013
Revision Date: November 19, 2018
Issue Date: May 18, 2018
Expiration Date: June 22, 2021

Executive Director

Effective January 1, 2020 - December 31, 2020

Time & Material Labor Rates (Day Shift)			
Classification	ST	OT	DT
Boilermaker Journeyman	\$91.26	\$135.75	\$180.23
Boilermaker Foreman	\$95.39	\$141.93	\$188.47
Boilermaker General Foreman	\$98.13	\$146.05	\$193.97
Site Superintendent	\$101.13	\$150.55	\$199.97
Senior Engineering Manager	\$116.44	\$168.83	\$221.23
Project Engineer/Drafting	\$77.63	\$112.56	\$147.49
QA/QC Manager	\$102.13	\$151.55	\$200.97

Material, Sub & Rental Markup Rates (as needed)	
Materials	Cost + 10%
Equipment Rent - 3rd Party	Cost + 10%
Subcontractors	Cost + 10%
Consumables	Cost + 10%
Travel - Flight/Rental Car	Cost + 10%
Per Diem	\$110/day
Mileage	\$0.58/mile

R1 reporting	
AI review by Hartford	\$600.00
Site Visit by Hartford	cost + 10%

Locke AMI Tools & Equipment Rental Rates	
5000# Fork Lift	\$60/day
Welders	\$25/day
Plasma Cutter	\$28/day
Air Monitor	\$15/day
Mag Drill	\$18/day
Pickup/Service/Delivery Truck	\$120/day
Delivery Trailer (doesn't include truck)	\$36/day
UT Machine	\$100/day
Mill Hogs	\$30/day
Storage Gang Boxes	\$6 day
Boilermaker Gang Box	\$12/day

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **LOCKE AMI, LLC**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for BOILER INSPECTION AND REPAIR-SPRING 2020; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself/herself, or themselves, and its, his/her, or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. Locke AMI, LLC.'s bid signed and dated January 14, 2020.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract documents as listed in the attached General Specifications, said documents forming the Contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this Contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **Ninety Thousand Thirty-Seven and no/100 Dollars (\$90,037.00** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid: Mobilization/Demobilization\$	21,933.00
Labor (T&M)	<u>68,104.00</u>
Total Base Bid	\$ 90,037.00

Option 2 Contractor

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the BOILER INSPECTION AND REPAIR-SPRING 2020.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. **Platte Generating Station**, and complete the work on or before **May 4, 2020**.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this Contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this Contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a

purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

LOCKE AMI, LLC

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

The Contract is in due form according to law and hereby approved.

Attorney for the City

Date _____

RESOLUTION 2020-21

WHEREAS, the City of Grand Island invited sealed bids for Boiler Inspection and Repair at Platte Generating Station – Spring 2020, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on January 16, 2020, bids were received, opened and reviewed; and

WHEREAS, Locke AMI, of Olathe, Kansas, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$90,037.00; and

WHEREAS, the bid of Locke AMI is less than the estimate for Boiler Inspection and Repair at Platte Generating Station – Spring 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Locke AMI, in the amount of \$90,037.00 for Boiler Inspection and Repair at Platte Generating Station – Spring 2020, is hereby approved as the lowest responsible bid.

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Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 24, 2020	☐ City Attorney