



City of Grand Island

Tuesday, May 12, 2020

Council Session

Item G-3

**#2020-111 - Approving Bid Award - 125 VDC Battery System
Replacement - Platte Generating Station**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: May 12, 2020

Subject: 125 VDC Battery System Replacement – Platte
Generating Station

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

Background

Platte Generating Station has a 125 VDC battery back-up system that provides power to critical equipment used to safely power down the power plant in case of a loss of AC power. The system is made up of 58 lead acid batteries that last 20 years. The current batteries are 20 years old and require replacement to maintain the reliability of the system.

Discussion

Specifications for the PGS 125 VDC Battery System Replacement were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on April 21, 2020. The engineer's estimate for this project was \$85,000.00.

| Bidder | Bid Price | Adjusted Bid Price |
|--|-------------|--------------------|
| HM Cragg LaVista, Nebraska | \$73,777.00 | \$ 78,894.48 |
| Storage Battery Systems, LLC Menomonee Falls, Wisconsin | \$96,000.00 | \$101,475.00 |

Bids were reviewed by plant engineering staff. Both bids were adjusted to include sales tax. The bid from HM Cragg is compliant with specifications 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 the PGS 125 VDC Battery System Replacement to HM Cragg of LaVista, Nebraska, as the low responsive bidder, with the bid in the amount of \$78,894.48.

Sample Motion

Move to approve the bid from HM Cragg of LaVista, Nebraska, for the PGS 125VDC Battery System Replacement in the amount of \$78,894.48.



Stacy Nonhof, Purchasing Agent

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BID OPENING

BID OPENING DATE: April 21, 2020 at 2:00 p.m.
FOR: PGS 125VDC Battery System Replacement
DEPARTMENT: Utilities
ESTIMATE: \$85,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: April 6, 2020
NO. POTENTIAL BIDDERS: 3

SUMMARY

| | | |
|--------------------|--|---------------------------------|
| Bidder: | <u>Storage Battery Systems, LLC</u> Menomonee Falls, WI | <u>HM Cragg</u> La Vista, NE |
| Exceptions: | None | None |
| Bid Price: | | |
| Material: | \$73,000.00 | \$68,233.00 |
| Labor: | \$23,000.00 | \$ 5,544.00 |
| Sales Tax: | <u>N/A</u> | <u>N/A</u> |
| Total Bid: | \$96,000.00 | \$73,777.00 |

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

Pat Gericke, Admin. Asst. Utilities
Patrick Brown, Finance Director
Lynn Mayhew, Asst. Utilities Director

P2207



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BID SPECIFICATION PACKAGE

for

PGS 125VDC BATTERY SYSTEM REPLACEMENT

C 128847

Bid Opening Date/Time

Tuesday, April 21, 2020 at 2:00 p.m.
City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island, NE 68802-1968

Contact Information

Lynn Mayhew, Assistant Utilities Director-Production
City of Grand Island – Utilities Department
Platte Generating Station
308/385-5496

Date issued: April 3, 2020

**ADVERTISEMENT TO BIDDERS
FOR
PGS 125VDC BATTERY SYSTEM REPLACEMENT
FOR
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for Platte Generating Station (PGS) 125VDC Battery System Replacement will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until **Tuesday, April 21, 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 small 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)

PGS 125VDC BATTERY SYSTEM REPLACEMENT

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 all labor, material, tools, transportation, equipment rental, licensing, permits, fees and tools necessary to replace the 125VDC battery bank including removal and disposal of existing batteries and racks, installation of new racks, containment system, and batteries, FOB Destination the City of Grand Island-Platte Generating Station, freight prepaid, at the following price:

ITEM DESCRIPTION**EXTENDED COST**

Base Bid:

| | | |
|-----------------------|-----------|-------|
| Material | \$ | _____ |
| Labor | \$ | _____ |
| 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.
Note: The City of Grand Island Utilities Department is NOT tax exempt.

☐ **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 **November 18, 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.

CHECKLIST FOR BID SUBMISSION
FOR
PGS 125VDC BATTERY SYSTEM REPLACEMENT

Bids must be received by the City Clerk before 2:00 p.m. on Tuesday, April 21, 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.
- ☐ Firm lump sum pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- ☐ A proposed detailed construction/test schedule to minimize the time the DC system is out of service.
- ☐ A description of the system proposed, including equipment, controls, alarms and operation.
- ☐ 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 *PGS 125VDC BATTERY SYSTEM REPLACEMENT*; 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]** bid 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: | \$.00 |
| Sales Tax on Materials/Equipment: | \$.00 |
| Sales Tax on Labor: | <u>\$.00</u> |
| Total | \$.00 |

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 PGS 125VDC BATTERY SYSTEM REPLACEMENT.

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 **November 18, 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.

[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: **"PGS 125VDC Battery System Replacement"**. 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 small 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 **Tuesday, April 21, 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 Lynn Mayhew at 308-385-5495, 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*

PGS 125VDC BATTERY SYSTEM REPLACEMENT
DETAILED SPECIFICATION

SCOPE: The Contractor shall furnish all labor, material, tools, transportation, equipment rental, licensing, permits, fees, and tools necessary to replace the 125VDC battery bank in accordance with these specifications. This work shall include removal and disposal of existing batteries, and installation of batteries. The batteries shall be tested in the factory or after installation.

LOCATION: The Platte Generating Station is located on 1035 W. Wildwood Drive, Grand Island, NE. The battery room is on the operating floor of the plant. There is access via elevator and overhead crane. The battery room dimensions are 24'x15'-4"x10'-4" (LWH).

SYSTEM DESCRIPTION: The existing system consists of 58 flooded battery cells, C&D Technologies type LCR-23. The batteries are mounted on (2) 2-step metal racks. Fifty-eight cells are 18 years old. The last load test indicated that the batteries are at the end of life.

- (58) C&D Technologies LCR-23 1.75V VLA Batteries
- System Float Voltage – 129 VDC
- Equalization Voltage – 136 VDC

SCHEDULE: Battery replacement must occur during the plant's fall outage currently scheduled for October 19th through November 18th, 2020. (Please note that shutdown dates are tentative and may be subject to change.) The contractor shall devise a schedule that minimizes the time the DC system is out of service. The Contractor shall submit a detailed schedule as part of his proposal.

DETAILED SPECIFICATIONS

DEMOLITION: The Contractor shall dismantle and remove the existing battery cells, bus bars, racks and fastening hardware. The Contractor shall provide a line item for the cost for proper disposal/recycling of these items. The existing wire jumper assemblies used to interconnect the battery banks are to be inspected and included in bid if needed to be replaced.

BATTERIES: Batteries shall be of the flooded lead calcium or lead selenium type, designed for control/switchgear applications. Each battery cell shall have a nominal 1650 ampere-hour rating, based on a 1.75 volt per cell final voltage, at 25°C, 8-hour rate. Batteries shall be C&D Technologies LCR-23 or approved equivalent. If C&D LCR-23 cells are provided, the Contractor shall supply 58 new cells. Batteries shall be electrically interconnected by solid copper bus bars, except where wire jumper assemblies connect the rows of batteries. The bus bars shall be specifically designed to mate with the model of battery supplied. The bus bars shall be properly sized for dimensional spacing and electrical capacity of the batteries supplied. The bus bars should be dipped in an antioxidant wax coating before being attached to the battery terminals. All bolting hardware shall be stainless steel and include washers and lock washers as necessary.

RACKS: Existing racks shall be inspected prior to bid; if repairs are required, it shall be included in the bid. The lower tiers hold 15 cells each and the upper tiers hold 14 cells each.

CONTAINMENT SYSTEM: The containment system shall be inspected and determined if replacement is needed. If replacement is needed, then it shall be included in the bid. The containment system shall contain, absorb, and neutralize the sulfuric acid electrolyte from the batteries in the event of a leak or spill. The system shall be sized to completely surround the battery racks. The walls should be a minimum of 4" high. When installation is complete, the system shall be filled with acid neutralizing and absorbent pillows. The pillows are only two years old and are to be reused. The containment system may be one of 2 types:

1. The containment system may be fabricated from PVC coated metal walls attached to the floor of the battery room. The entire floor area within the walls is then sealed with a chemical resistant epoxy coating. Containment system shall be Enviroguard EGS48-176 or approved equivalent.
2. The containment system may be a one-piece stainless steel or chemical resistant pan.

INSTALLATION: The Contractor shall install the containment system, racks, batteries, and bus bars. All bolted connections shall be torqued to the manufacturer's specifications.

TESTING: After being properly float charged, the Contractor shall perform an electronic impedance/load test on each new cell to provide a baseline to which future tests can be compared. The test can be performed at the factory or at the site. The contractor will provide the Owner with the results of these tests in a Microsoft Excel spreadsheet format in electronic format.

SPARE PARTS: The contractor shall provide 30 spare bus bars and bolting hardware of the types supplied with the batteries.

SERVICE RATES: The Contractor shall include in the Bid a firm lump sum price, including expenses, and all other standard terms and conditions which will be in effect during the project. The Bid shall also include firm unit pricing for adjustments that may be required for work outside of the specified scope of services.

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.

ORDINANCES: The Contractor shall comply with local, state, and federal building and health ordinances and codes, including OSHA. The Contractor shall comply with the Owner's safety policies and equipment tag-out procedures. The Contractor shall obtain and pay for all permits.

CONTRACTOR PERSONNEL: Every public contractor and his, her or its subcontractors who are awarded a contract by the City of 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.

BIDDING: The Bid shall include all applicable material, labor, travel, living expenses, taxes, permits, and/or delivery charges to Grand Island, Nebraska. Bids will be evaluated by the Owner based on price, schedule, quality, economy of operation, experience of the manufacturer, availability of service for repair and maintenance, adherence to specifications, and adaptability of the particular equipment for the specific use intended. Owner reserves the right to reject any or all bids or waive informalities and to accept whichever bid that may be in the best interest of Owner, at its sole discretion.

GUARANTEE: All material must be new and of best quality. All work shall be executed by competent workmen. The Contractor shall guarantee in writing that all work will be free from defects in material and workmanship, provided any such defect is brought to his attention within two (2) years after completion of the work. Exception: The batteries shall carry a 20-year prorated warranty.

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/her 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.

INSURANCE: The Contractor shall comply with the attached Insurance Requirements.



*Working Together for a
Better Tomorrow, Today.*

REQUEST FOR BIDS - SITE CONDITIONS

PGS 125VDC BATTERY SYSTEM REPLACEMENT

Site Visit: *Bidders shall visit the site in order to inform themselves of the existing racks conditions. If repairs are required, it shall be included in the bid. If inspection show racks should be replaced, the replacement cost shall be included in the bid. The containment system shall be inspected and determined if replacement is needed. If replacement is needed, then it shall be included in the bid.*

Bidders shall also 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 Lynn Mayhew at (308) 385-5496 or via email lmayhew@giud.com.

Platte Generating Station is located at 1035 W. Wildwood Drive, Grand Island, Nebraska.

Date of Site Visit _____

Person/Company visiting site: _____

Grand Island Utilities Engineer _____

*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.**

RESOLUTION 2020-111

WHEREAS, the City of Grand Island invited sealed bids for 125 VDC Battery System Replacement at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on April 21, 2020, bids were received, opened and reviewed; and

WHEREAS, HM Cragg of LaVista, Nebraska, 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 \$78,894.48; and

WHEREAS, the bid of HM Cragg is less than the estimate for 125 VDC Battery System Replacement at Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of HM Cragg, in the amount of \$78,894.48, is hereby approved as the lowest responsible bid.

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Adopted by the City Council of the City of Grand Island, Nebraska, May 12, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| May 8, 2020 | ▣ City Attorney |