



City of Grand Island

Tuesday, August 11, 2020

Council Session

Item G-5

#2020-182 - Approving Bid Award - Electrostatic Precipitator Controls Upgrade

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: August 11, 2020

Subject: Electrostatic Precipitator Controls Upgrade

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

Background

Platte Generating Station operates with an electrostatic precipitator designed to remove fly ash from the flue gas of a coal-fired boiler. The system, implemented in 1983, is designed such that an electric potential is created onto collecting plates and discharge electrodes. These plates and electrodes then attract particulate matter to them. After collecting the particulate matter, a system of rappers is used to “shake” the collected particulate off into a collecting chamber. In order to abide by the EPA regulations, the electrostatic precipitator needs to be running at optimal efficiency.

The rappers and transformer/rectifiers are controlled by electronic components. These electronic components are failing periodically, and the components are obsolete, and replacement parts are difficult to find. To prevent the risk of shutting down and failure to meet emission standards, an upgrade to a controls package is recommended. Software that monitors and operates the precipitator rappers and transformer/rectifiers was upgraded in 1999. The software will not work with the new upgraded system, thus, requiring a software upgrade. This upgrade will allow for energy management dependent on the varying load of the turbine.

Discussion

Specifications for the Electrostatic Precipitator Controls Upgrade were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on July 16, 2020. The engineer’s estimate for this project was \$250,000.00.

<u>Bidder</u>	<u>Bid Price</u>
The Babcock & Wilcox Company, Newport News, Virginia	\$ 177,790.80
Redkoh Industries, Hillsborough, New Jersey	\$ 182,200.00

Bids were reviewed by plant engineering staff. All bidders could comply with the required schedule constraints. The Babcock & Wilcox Company was otherwise found compliant with the 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 Electrostatic Precipitator Controls Upgrade to The Babcock & Wilcox Company of Newport News, Virginia, as the low responsive bidder, with the bid in the amount of \$177,790.80.

Sample Motion

Move to approve the bid from the Babcock & Wilcox Company, in the amount of \$177,790.80 for the Electrostatic Precipitator Controls Upgrade.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 16, 2020 at 2:00 p.m.
FOR: Electrostatic Precipitator Controls Upgrade
DEPARTMENT: Utilities
ESTIMATE: \$250,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: June 30, 2020
NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>Redkoh Industries</u> Hillsborough, NJ	<u>The Babcock & Wilcox Company</u> Akron, OH
Bid Security:	Cashier's Check	Berkley Insurance Co.
Exceptions:	Noted	Noted
Bid Price:		
Material:	\$115,550.00	\$110,085.42
Labor:	\$ 57,950.00	\$ 59,449.00
Sales Tax:	\$ 8,700.00	\$ 8,256.38
Total Bid:	\$182,200.00	\$177,790.80

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

Pat Gericke, Admin. Asst. Utilities
Patrick Brown, Finance Director
Ryan Kruse, Production Engineer

P2213



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BID SPECIFICATION PACKAGE

for

ELECTROSTATIC PRECIPITATOR CONTROLS UPGRADE

C 129296

Bid Opening Date/Time

Thursday, July 16, 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

Ryan Kruse
City of Grand Island – Utilities Department
Platte Generating Station
1035 W. Wildwood Drive
Grand Island, NE 68801
308/385-5496

Date issued: June 30, 2020

**ADVERTISEMENT TO BIDDERS
FOR
ELECTROSTATIC PRECIPITATOR CONTROLS UPGRADE
FOR
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for Electrostatic Precipitator Controls Upgrade will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until **Thursday, July 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 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)

ELECTROSTATIC PRECIPITATOR CONTROLS UPGRADE
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 replace and upgrade the existing rapper controls, AVC controls, communication protocol, and monitoring software FOB-Destination the City of Grand Island-Platte Generating Station, freight prepaid, in compliance with the Bid Specification, at the following price:

<u>ITEM DESCRIPTION</u>	<u>EXTENDED COST</u>
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.

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 17, 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

ELECTROSTATIC PRECIPITATOR CONTROLS UPGRADE

Bids must be received by the City Clerk before 2:00 p.m. on Thursday, July 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 \$35.00 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 reference list of at least three (3) projects of similar scope and complexity. (See Detailed Section 1.1.1)
- A proposed construction/test schedule. (See Detailed Section 1.3.1)
- A description of the system proposed, including equipment, controls, performance data, scope of design and engineering, shop testing procedures, and operation. (See Detailed Section 1.3.1)
- Exceptions to the specification or Owner's Contract Document.
- Acknowledgment of Addenda Number(s) _____.
- Pre-bid Site Visit is required. (Form provided in specification)

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 ELECTROSTATIC PRECIPITATOR CONTROLS UPGRADE; 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.

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 ELECTROSTATIC PRECIPITATOR CONTROLS UPGRADE.

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 17, 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

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: “**Electrostatic Precipitator Controls Upgrade**”. 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 their 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, **July 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 Ryan Kruse 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*

**Electrostatic Precipitator
Controls Upgrade
Detailed Bid Specification
City of Grand Island
Platte Generating Station**

Contents

Table of Contents

- Electrostatic Precipitator Controls Upgrade1
- Detailed Bid Specification.....1
- Contents.....2
- 1.1 Project Details3
 - 1.1.1 Owner3
 - 1.1.2 Contractor3
 - 1.1.3 Location.....3
 - 1.1.4 Contact Information3
- 1.2 Background Information.....4
 - 1.2.1 Existing Equipment.....5
- 1.3 Bid Requirements.....6
 - 1.3.1 Data to be Submitted.....6
 - 1.1.1 Contractor Qualifications7
- Responsibilities.....7
 - 2.1 Contractor Responsibilities.....7
 - 2.1.1 Site Visit.....7
 - 2.1.2 Other Requirements8
 - 2.2 Owner Responsibilities9
 - 2.2.1 General.....9
- Specific Project Information.....9
 - 3.1 Project Schedule9
 - 3.1.1 Schedule of Events9
 - 3.2 Project Architecture.....10
 - 3.2.1 Rapper Controls Hardware10
 - 3.2.2 AVCControls Hardware.....11
 - 3.2.3 Software Architecture.....11
 - 3.2.4 PC Architecture.....11
 - 3.2.5 Programmable Logic Controllers.....12
 - 3.3 Upon Approval of Contract.....12
 - 3.3.1 Materials and Workmanship12
 - 3.3.2 Upon Completion.....12

General Information

1.1 Project Details

The project regarding this detailed specification consists of upgrading the electrostatic precipitator controls at Platte Generating Station. The primary focus of this contract will be to replace and/or upgrade the existing rapper controls, AVC controls, communication protocol, and monitoring software.

1.1.1 Owner

The City of Grand Island Utilities Department will be known as the 'Owner'.

1.1.2 Contractor

The Bidder will be known as the 'Contractor'.

1.1.3 Location

Platte Generating Station
1035 W. Wildwood Drive
Grand Island, NE 68801

1.1.4 Contact Information

Any questions regarding this specification may be directed to:

Ryan Kruse, Production Engineer
Platte Generating Station
1035 W. Wildwood Dr.
Grand Island, NE 68801
Phone: (308) 385-5495
Email: rkruse@giud.com

1.2 Background Information

Platte Generating Station operates with an electrostatic precipitator designed by Western Precipitation Division, a branch of Joy Manufacturing Company. This precipitator is designed to remove fly ash from the flue gas of a coal-fired boiler. The boiler is a tangential fired utility boiler that burns pulverized coal.

The precipitator is divided into basic units, such as chambers and fields. A chamber can be classified as a unit parallel to the gas flow which is isolated from the gas flow of adjacent chambers. A field can be classified as a section in the gas flow that is energized by its own high voltage source, in this case, a transformer-rectifier (T/R) set.

The precipitator has four chambers with five fields for each chamber. Each chamber is energized by total of 20 T/R sets, one for each of the 20 fields of the four chambers. The high voltage output of each T/R set is controlled (to minimize sparking) from individual automatic voltage control (AVC) panels and connected to the high voltage electrodes through high voltage disconnect (HVD) switches, and bus ducts. Each field has two bus sections, individually energized through their own HVD switch from the same T/R set, which energizes two bus sections in adjacent fields, enabling one section to operate while the other is disconnected and grounded. Each T/R set is interlocked with a boiler latching relay which shuts off the high voltage in case of boiler trouble. There are two relays, each located in a power distribution panel, which are interlocked with 10 T/R sets each. Relays are activated by User's controls. Each chamber consists of its own individual inlet and outlet flues.

As the flue gas passes through the chambers an electrostatic field is created by stepping up low AC voltage via transformer resulting in a high AC voltage. This high AC voltage is rectified to create a high DC voltage. This rectified current is then transferred to a system of discharge electrodes. Particles with opposite charge, than that of the collecting surfaces, within the gas, are then collected on the surfaces. This collected material is periodically removed by a system of rappers and falls by gravity into the precipitator hoppers.

Power distribution, automatic voltage control, and rapper control panels are located in the precipitator control room.

The AVC system regulates the power delivered by each precipitator transformer-rectifier set. Control units for individual T/R sets are in chassis-mounted cabinets with hinged front panels. Mounted on the front panel of each modular control cabinet is an ammeter to measure transformer primary current, a voltmeter to measure transformer primary voltages, the manual voltage control (potentiometer) knob, an auto-man selector switch, and a power on pilot light. The manual control knob is provided to manually adjust the input voltage to the T/R set primary. With the Auto-Man selector switch in Man position only. The AVC consists of a set of solid-state control circuits to regulate the power input to the precipitator. This is done by controlling the output of a pair of thyristor power modules wired in series with one leg of the T/R set primary. The undervoltage relay in the primary circuit energizes the signal system when unusually low voltages occur due to a prolonged short in

the precipitator. Each AVC has an alarm signal delay which prevents the undervoltage alarm horn on the panel and the Owner's alarm from sounding when the AVC circuit breaker is first placed in the ON position and before the T/R set primary voltage reaches operating level as set on the undervoltage relay.

This precipitator consists of two-hundred and twenty-eight rappers. These electric rappers are used to dislodge the collected material from the gas distribution plates, collecting surfaces, and high voltage system. Each rapper is mounted on a shaft, the lower end of which is attached to the part to be rapped. One section of the high voltage system rapper shaft is of non-metallic material. This section provides electrical insulation between the rapper and the high voltage system. The use of relay logic for the power-off rapping has been utilized. The rapping sequence and the choice of power-off rapping is a function of the programming of the matrix board on the Field Select Modules. The control is based upon splitting the precipitator into two parts: Chambers 1 and 2, and chambers 3 and 4. Each part will be controlled in the same manner. However, they will be 180° out of phase. All four programming panels must be programmed the same to prevent two AVC's from being powered off at the same time. The master rapper control system consists of a single master panel which can control from 2 to 10 rapper panels. The master panel provides a single timing function for all the rapper panels. All the rapper panels proceed in unison to rap all the rappers in a field (up to 20 rappers). All rappers finish at exactly the same time, since they are all responding to the same timing signal.

1.2.1 Existing Equipment

1. Automatic Voltage Controllers

(a) SQ-300 which has the following functions:

- i. Primary Current Limit.
- ii. Analog Input Low Limit.
- iii. Primary Voltage Limit.
- iv. Secondary Current Limit.
- v. Secondary Voltage Limit.
- vi. Spark Quench.
- vii. Arc Quench.
- viii. Fast Ramp Time.
- ix. Spark Set Back.
- x. Spark Rate.
- xi. Search Ramp Rate.
- xii. SCR Firing Angle Limit.
- xiii. Secondary Peak Voltage Limit.
- xiv. Secondary Voltage Limit Type.

2. Rapper Controls

- (a) PRC-100 programmable Rapper Controller system which uses multiple micro-processors and micro-controllers to execute all necessary functions within the precipitator rapper system. These functions include: activating rappers, vibrators, and solenoids, and storing and retrieving data. The PRC-100 is able to read and act upon inputs, detect and control fault conditions, and

communicate with a local device or the system computer while communicating simultaneously with an operator through the keyboard and monitor.

3. Software

- (a) The computer is a win 2000 32bit OS.
- (b) WinRap v 1.2.2.40
- (c) DCSLinks v 1.01.70
- (d) WinDAC v 1.5.1.6
- (e) InPoine 2003 v 1.1.1.20

4. Communication

- (a) Data is communicated between Bailey's Multi-function Controller/Processor and a Modbus Protocol Device.
- (b) Serial data link with RS-485.
- (c) ABB symphony+ as OPC client; OPC slave PC running Kepware Kepserver

1.3 Bid Requirements

1.3.1 Data to be Submitted

1. Provide a detailed description or listing of the material and services the Contractor proposes to furnish including all equipment, performance data, scope of design and engineering, shop testing procedures and drawings and documents to be provided.
2. Include a description of any work that shall be completed by the owner or that shall be sub-contracted.
3. Provide a description of how the new system will interface with the existing systems and equipment from both a design and installation standpoint.
4. Provide a description of recommended construction plan requiring minimum plant outage duration, including recommended construction sequence, equipment installation requirements and degree of shop assembly.
5. Include expected man-hours to install each component for the equipment and systems being furnished.
6. Include a complete description of the equipment, design features description, drawings, brochures, operation and maintenance requirements, bills of material, and all requirements for customer supplied interface items.
7. Pricing shall include:
 - (a) All applicable material, equipment, licensing, and/or software.
 - (b) Labor
 - (c) Travel Expenses
 - (d) Living expenses
 - (e) Permits required

- (f) All shipping, delivery, and handling of equipment, tools, and material used for project shall be included in the bid.
- (g) Taxes NOTE: Platte Generating Station is not tax exempt and is subject to 7.5% sales tax. Refer to Nebraska Department of Revenue's web site:
www.revenue.state.ne.us

This pricing shall be itemized separately.

1.1.1 Contractor Qualifications

1. Qualified suppliers shall have a dedicated commitment to the power generation industry. Proof of commitment shall include continued investment in technology, long-term support on equipment and services provided, and an extensive knowledge of Electro- static Precipitator Controls.
2. Contractor shall be insured and bonded as required by the City of Grand Island and the State of Nebraska. Please see attached Insurance Requirements.
3. The Contractor shall provide at least three related projects to ensure capabilities of such project. If the Contractor/Bidder does not have ready references regarding said project, the Contractor shall (at its own expense) install and prove the technology is capable and will function to the standards set forth in this specification.
4. 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 requirements 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 sub- contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Responsibilities

2.1 Contractor Responsibilities

2.1.1 Site Visit

1. A pre-bid site visit shall be required. A site visit will allow the Contractor to become familiar with the existing equipment arrangement, clearances, measurement of

existing equipment and arrangement, obstructions, and other site conditions unique to Platte Generating Station. Failure to conduct the site visit will not relieve the Contractor's responsibility for providing equipment sized to fit within the physical limitations and meet the operational requirements of this specification.

The submittal of a bid shall be considered conclusive evidence that the bidder has examined the site and is aware of all conditions which may affect the bid, whether or not such conditions are evident or are referred to in this specification.

2. Site visits can be arranged by contacting:

Ryan Kruse (308) 385-5495
rkruse@giud.com

2.1.2 Other Requirements

1. Replace/Repurpose existing systems
2. Supply and install all hardware including but not limited to:
 - (a) New rapper controls and associated components.
 - (b) AVC controls and associated components.
 - (c) Communication and any associated apparatus.
 - (d) Software for control and monitoring. Any associated licensing.
 - (e) New PC and monitoring screens in Relay room (if required).
3. Supply new Tag names associated with the rapper and AVC controls and upgrade.
4. Contractor shall provide a time-frame for the pricing basis.
5. The Contractor is responsible for compliance with all of the detailed requirements in this specification. The contractor shall be responsible for determining any differences in the Standards listed and this specification and shall bring them to the Owners attention via writing. No deviations from this specification, its attachments, and references shall be permitted without a written request and subsequent written approval from the Owner.
6. The Contractor shall provide the services of a field engineer during the installation of their equipment. This individual shall be familiar with the design, construction, and installation of this equipment.
7. The Contractor is responsible for following all applicable OSHA regulations and plant safety regulations. Required PPE includes:
 - (a) Hard Hats
 - (b) Safety Glasses
 - (c) All-Leather, Steel-Toe or composite-Toe, Boots.
 - (d) Hearing protection (where required)
 - (e) FR clothing and PPE where required.

NOTE: All personnel working on-site will be required to view the plant's short safety presentation before commencing any work.

8. The Contractor shall provide training on the installed equipment to the selected personnel at Platte Generating Station to ensure proper operation with the new equipment and software. This training shall include the following:
 - (a) Training on the software that monitors and operates the two-hundred twenty-eight rappers and twenty automatic voltage controllers.
 - (b) Training on routine maintenance required for any of the installed equipment.

2.2 Owner Responsibilities

2.2.1 General

1. Provide construction power. Contractor will be required to provide their own tools, test equipment, consumables and all other equipment and material necessary to complete the project.
2. All shipment shall be sent to Platte Generating Station. The Contractor shall prepare all materials and articles for shipment in such a manner as to facilitate handling and to protect them from damage in transit and shall be responsible for and make good any and all damage due to improper preparation for loading and shipment. Boxes and crates shall have a packing list enclosed showing parts contained therein. Before shipment, all surfaces shall be coated or otherwise protected with an approved rust preventative. Parts requiring manual lubrication shall be lubricated before shipment.
3. Access to the plant will be available at all times and the Contractor may determine working hours. However, the plant staff will only be guaranteed to be available during normal working hours (7:00am - 3:30pm). There is one gate with a card access security system and the Contractor may request to use access cards rather than request entry and exit for each trip. In such a case, Contractors will be granted access cards. There is a 25.00 charge for each access card that is not returned when job is completed.
4. Any documents needed to assist in the hardware upgrade can be provided.
5. Any documents regarding the communication to the DCS can be provided (with limitations on security).

Specific Project Information

3.1 Project Schedule

3.1.1 Schedule of Events

1. The schedule should be determined such that it will be done in stages. The rapper controls upgrade shall be completed during outage. There is a four (4) week outage

planned for the Fall of 2020. If it is feasible to get all upgrades done in that time, then it shall be scheduled accordingly. In the event that more time is needed to complete the project, a schedule must be provided with expected completion dates for those remaining stages.

2. If the AVC upgrade can be done while online, a schedule shall be provided with details on the duration of the AVC being down and the quantity of AVC's that will be out. Please note that during this installation, at no point is the opacity to exceed our maximum. If it does, any fines or fees accrued will befall on the Contractor.
3. All work done during outage shall be done between October 22nd, 2020 through November 17th, 2020. These outage dates are subject to change.
4. All scheduled work not planned during outage is to be completed by December of 2020.
5. Contractor shall provide a detailed schedule of events with the time periods between receipt of a Contract to delivery and start-up of system.
6. Contractor should develop projected milestones. Such as:
 - (a) Kickoff meeting
 - (b) Delivery of hardware
 - (c) Rapper replacement
 - (d) AVC replacement
 - (e) Software installation
 - (f) Commissioning
 - (g) Training
 - (h) Punch-list completion

3.2 Project Architecture

3.2.1 Rapper Controls Hardware

The new rapper controls hardware shall be capable of the following:

1. Each Controller card shall be able to control any type of high current rapper and/or vibrator.
2. Detect and control fault conditions.
3. Control low current solenoid outputs for various apparatus's.
4. The Control boards shall be programmable as follows (minimum):
 - (a) Start/Stop time
 - (b) Intensity
 - (c) Alarm checks, fine tuning, adjusting trigger levels.
 - (d) Clock cycle adjustment.
 - (e) Default sequence or custom sequence.
 - (f) Changing Rapper lift levels.

- (g) Lift Calibration
- (h) Ethernet communication capable.

3.2.2 AVC Controls Hardware

1. Each AVC shall be compatible with the current silicon-controlled rectifiers and Integrated Gate Bipolar Transistor (IGBT).
2. Utilize an energy management programming capability with a default program in the result of a communication failure.
3. Ability to control the spark rate. Whether automatically or through a software program.
4. Alarm analysis and status indication.
5. Automatic and adjustable ramp rate.
6. Automatic or adjustable current/Voltage ratio.
7. Ability to control and detect back Corona.
8. Ability to interface with our control system (ABB Symphony+) through OPC or Mod- bus TCP.
9. Trending, reporting, historic data, and data acquisition.

3.2.3 Software Architecture

1. The Software shall interface with the control system (ABB Symphony+) for operation monitoring and alarm control.
2. The Software shall be programmable to do the following:
 - (a) Command and manage Automatic Voltage Controllers and Rapper controls.
 - (b) Trend data.
 - (c) Track and set limits for alarms.
 - (d) Set specific programs to be a default and/or Energy management that can be determined by an opacity reading.
3. Data Acquisition (with V/I curve capability)
4. Operating System shall be Windows 10 or newer.

3.2.4 PC Architecture

1. It is desired to have a rack mount PC in order to preserve space and to provide symmetry in Relay Room.
2. Computer shall have sufficient cores and clock speed for the system.

3. x64-based processor.(64-bit Operating System)
4. Minimum of 2 Ethernet ports.

3.2.5 Programmable Logic Controllers

1. Any PLC's implemented shall be of Rockwells Allen Bradley brand.

3.3 Upon Approval of Contract

3.3.1 Materials and Workmanship

1. Upon approval of Contract, the contractor shall adhere to the following:
 - (a) All equipment shall be new and of standard, commercial, first grade quality as to materials, workmanship, and design, in accordance with best manufacturing and engineering practice.
 - (b) Design and fabrication of all equipment shall be fully compatible with other plant systems and with the equipment that interfaces with the requirements of this scope and shall be proven service for its intended purpose.
 - (c) All fittings, fixtures, and other apparatuses shall be of approved manufacture and of first-grade quality.
 - (d) Materials shall be kept clean at all times and protected from weather and shall be free from excessive scale and rust.
 - (e) Workmanship shall be first class and shall be done by workmen skilled in their respected trade.

3.3.2 Upon Completion

- (a) Dimensional outlines, connection diagrams, one-line drawings, electrical schematics, and maintenance and removal diagrams must be included. These documents can be presented in a PDF format and/or hardcopy.
- (b) Any testing data that was completed during the commissioning of the project must be submitted.
- (c) Any Operational and Maintenance manuals regarding the equipment, material, software, or any other sections of the project, shall be included.
- (d) Submittal of Spare Parts Lists. This list shall be referenced to actual drawing numbers and Bill of Material, utilizing the same part identification number as used on item prices. The Contractor shall also identify which spare parts are required for commissioning and which parts are for routine maintenance. along with their replacement duration.

- (e) The contractor shall provide Datasheets, Bills of Materials, Installation Instructions, Installation Procedures, Spare Parts Lists, Startup Spare Parts Lists, Name- plate Lists, Procedures for Handling and Storage, Shipping lists, and Original Equipment Manufacturer supplier lists.

REQUEST FOR BIDS - SITE CONDITIONS

ELECTROSTATIC PRECIPITATOR CONTROLS UPGRADE

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 Ryan Kruse at 385-5495.

Signature of person visiting site: _____

Signature of Utilities personnel witnessing visit: _____

Date of Visit: _____

*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
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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.**

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **THE BABCOCK & WILCOX COMPANY**, 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 ELECTROSTATIC PRECIPITATOR CONTROLS UPGRADE; 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. The Babcock & Wilcox Company's bid signed and dated July 15, 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 **One Hundred Seventy-Seven Thousand Seven Hundred Ninety and 80/100 Dollars (\$177,790.80)** 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 - Materials	\$ 110,085.42
Base Bid - Labor	59,449.00
Sales Tax	<u>8,256.38</u>
Total	\$ 177,790.80

Option 1 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 ELECTROSTATIC PRECIPITATOR CONTROLS UPGRADE.

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 17, 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.

THE BABCOCK & WILCOX COMPANY

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.

_____ Date _____

Attorney for the City

RESOLUTION 2020-182

WHEREAS, the City of Grand Island invited sealed bids for Electrostatic Precipitator Controls Upgrade, according to plans and specifications on file with the Utilities Department; and

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

WHEREAS, the Babcock & Wilcox Company of Newport News, Virginia, 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 \$177,790.80; and

WHEREAS, the bid of The Babcock & Wilcox Company, is less than the estimate for Electrostatic Precipitator Controls Upgrade.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Babcock & Wilcox Company in the amount of \$177,790.80, for the Electrostatic Precipitator Controls Upgrade, is hereby approved as the lowest responsible bid.

Adopted by the City Council of the City of Grand Island, Nebraska, August 11, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 7, 2020	☐ City Attorney