



City of Grand Island

Tuesday, August 11, 2020

Council Session

Item G-6

#2020-183 - Approving Bid Award - Precipitator Bottom Ash & Industrial Cleaning at Platte Generating Station - Fall 2020

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: August 11, 2020

Subject: Precipitator, Bottom Ash and Boiler Industrial Cleaning
– Fall 2020 Outage

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

Background

The electrostatic precipitator at the Platte Generating Station is the air quality control equipment used to remove coal ash particulates from the plant's boiler flue gas stream. Proper performance of this equipment is required as part of the plant's operating permit. Due to volume and characteristics of the coal ash, the precipitator must be grit blasted twice a year to remove ash build-up to allow the plant to remain below permitted emission levels. In addition to maintaining performance, removal of the ash deposits also allows an inspection of the precipitator internal surfaces and components.

The next outage is scheduled for October of this year. Specifications were developed by the plant maintenance staff for the removal of ash deposits throughout the precipitator and boiler including grit blasting of the electrostatic precipitator, bulk vacuuming of the associated ductwork and hoppers, and high pressure water wash of the bottom ash system.

Discussion

The specifications for the Precipitator, Bottom Ash and Boiler Industrial Cleaning - Fall 2020 Outage, were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on July 28, 2020. Specifications were sent to seven potential bidders and responses were received as listed below. The engineer's estimate for this project was \$180,000.00.

Bidder	Bid Amount
W-S Industrial Services, Inc., Council Bluffs, Iowa	\$ 200,474.75
Meylan Enterprises, Inc., Omaha, Nebraska	\$ 180,115.41
AIMS Companies, Scottsdale, Arizona	\$ 163,346.25

The bids were reviewed by Utility Engineering staff. All bids were in compliance with the specifications and had no exceptions. The bid from AIMS Companies is compliant with the specification and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid of AIMS Companies, of Scottsdale, Arizona, as the low responsive bidder, with a bid in the amount of \$163,346.25.

Sample Motion

Move to approve the bid in the amount of \$163,346.25 from AIMS Companies for the Precipitator, Bottom Ash and Boiler Industrial Cleaning – Fall 2020 Outage.



Stacy Nonhof, Purchasing Agent

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BID OPENING

BID OPENING DATE: July 28, 2020 at 2:00 p.m.
FOR: Precipitator Bottom Ash & Industrial Cleaning-Fall 2020
DEPARTMENT: Utilities
ESTIMATE: \$180,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: July 13, 2020
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder: AIMS Companies
Scottsdale, AZ
Bid Security: Argonaut Insurance Co.
Exceptions: None

Bid Price:	<u>Precipitator Abrasive Cleaning</u>	<u>Vacuum Services</u>	<u>Hydro-blast Services</u>
Material:	\$24,958.00	\$30,636.00	\$38,292.00
Labor:	\$12,336.00	\$28,672.00	\$17,056.00
Sales Tax:	<u>\$ 2,797.05</u>	<u>\$ 4,448.10</u>	<u>\$ 4,151.10</u>
Total Bid:	\$40,091.05	\$63,756.10	59,499.10

Total Base Bid: \$163,346.25

Bidder: W-S Industrial Services, Inc.
Council Bluffs, IA
Bid Security: Merchants Bonding Co.
Exceptions: None

Bid Price:	<u>Precipitator Abrasive</u> <u>Cleaning</u>	<u>Vacuum</u> <u>Services</u>	<u>Hydro-blast</u> <u>Services</u>
Material:	\$16,406.30	\$23,731.50	\$36,282.40
Labor:	\$24,680.60	\$49,278.66	\$35,917.58
Sales Tax:	<u>\$ 3,286.95</u>	<u>\$ 5,475.46</u>	<u>\$ 5,415.00</u>
Total Bid:	\$44,373.85	\$78,485.92	\$77,614.98
Total Base Bid:	\$200,474.75		

Bidder: Meylan Enterprises, Inc.
Omaha, NE
Bid Security: Universal Surety Co.
Exceptions: None

Bid Price:	<u>Precipitator Abrasive</u> <u>Cleaning</u>	<u>Vacuum</u> <u>Services</u>	<u>Hydro-blast</u> <u>Services</u>
Material:	\$ 5,500.00	\$31,215.00	\$42,110.00
Labor:	\$35,735.00	\$32,016.00	\$20,976.00
Sales Tax:	<u>\$ 3,092.63</u>	<u>\$ 4,742.33</u>	<u>\$ 4,731.45</u>
Total Bid:	\$44,327.63	\$67,973.33	\$67,817.45
Total Base Bid:	\$180,115.41		

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

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

P2215



Working Together for a
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BID SPECIFICATION PACKAGE

for

PRECIPITATOR, BOTTOM ASH AND BOILER INDUSTRIAL CLEANING – FALL 2020 OUTAGE

C 129343

Bid Opening Date/Time

Tuesday, July 28, 2020 @ 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: Friday, July 10, 2020

**ADVERTISEMENT TO BIDDERS
FOR
PRECIPITATOR, BOTTOM ASH AND BOILER INDUSTRIAL CLEANING-FALL 2020 OUTAGE
FOR
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for Bottom Ash and Boiler Industrial Cleaning-Spring 2020 Outage will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until Tuesday, July 28, 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 <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 fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. Bids received after the specified time will be returned unopened to sender.

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)

PRECIPITATOR, BOTTOM ASH AND BOILER INDUSTRIAL CLEANING
FALL 2020 OUTAGE
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 necessary supervision, materials, equipment, and labor to provide industrial cleaning services, consisting of an grit blasting in the precipitator, rodding and vacuum in the superheat, high pressure water blasting and line moling in the bottom ash system and SDA, and vacuum cleaning throughout Platte Generating Station FOB the City of Grand Island, freight prepaid, at the following price:

<u>ITEM DESCRIPTION</u>	Precipitator Abrasive Cleaning (Firm fixed pricing)	Vacuum Services (Lump sum-T&M)	Hydro-blast Services (Lump sum-T&M)
Material	\$ _____	\$ _____	\$ _____
Labor	\$ _____	\$ _____	\$ _____
Applicable Sales tax*	\$ _____	\$ _____	\$ _____
Base Bid	\$ _____	\$ _____	\$ _____
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. **The State of Nebraska Department of Revenue has determined that building cleaning and maintenance services are taxable on both materials and labor.**

☐ EXCEPTIONS: By checking this box, Bidder acknowledges there are Exceptions or Clarifications noted to the bid, and those exceptions are fully explained on a separate sheet, clearly marked, and attached to the Bid Data Form.

☐ By checking this box, Bidder acknowledges the specified completion date of the project is **October 27, 2020**.

Bidder Company Name _____ Date _____

Company Address _____ City _____ State _____ Zip _____

Print Name _____ 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:

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 that Addenda Number(s) _____ were received and considered in Bid preparation.

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 amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.

CHECKLIST FOR BID SUBMISSION
FOR
PRECIPITATOR, BOTTOM ASH AND BOILER INDUSTRIAL CLEANING-FALL 2020 OUTAGE

Bids must be received by the City Clerk before 2:00 p.m. on Tuesday, July 28, 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. 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.
- ☐ A certified check, cashiers' check or bid bond in a separate envelope attached to the **outside of the envelope containing the original bid**. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened.
- ☐ Selection of Nebraska Sales Tax Option.
- ☐ A reference list of at least three (3) projects of similar scope and complexity.
- ☐ A summary of the experience of the Job Superintendent proposed for this project.
- ☐ If alternative cleaning methods are proposed, other than as generally described herein, full and complete descriptions with separate pricing for the optional utilization of such proposed methods, including references where the system has successfully been used.
- ☐ A copy of your OSHA compliant Confined Space Procedure and Respiratory Protection Procedure, and proof that workers have successfully completed respiratory fit testing and pulmonary function testing and have been trained for confined space entry.
- ☐ Precipitator/: Firm lump sum fixed pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- ☐ Vacuum/Hydro-blasting: Firm lump sum time and material pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- ☐ A proposed schedule.
- ☐ A detailed breakdown of the individual bid amounts in the same format as will be used for daily time sheets and final billing.
- ☐ Acknowledgment of Addenda Number(s) _____.
- ☐ Time is of the essence: Provide all other proposed terms and conditions which will be in effect during the performance of the work as a separate attachment with the bid. Any exceptions the bidder wishes to take regarding the Owners specifications and contract documents must be submitted with the bid.

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 *PRECIPITATOR, BOTTOM ASH AND BOILER INDUSTRIAL CLEANING-FALL 2020 OUTAGE*; 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:

	Precipitator Abrasive Cleaning (Firm fixed pricing)	Vacuum Services (Lump sum-T&M)	Hydro-blast Services (Lump sum-T&M)
Material	\$ _____	\$ _____	\$ _____
Labor	\$ _____	\$ _____	\$ _____
Applicable Sales tax*	\$ _____	\$ _____	\$ _____
Base Bid	\$ _____	\$ _____	\$ _____
Total Base Bid	\$ _____		

Contractor Tax Option _____. The State of Nebraska Department of Revenue has determined that building cleaning and maintenance services are taxable on both materials and labor.

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. Invoices can be presented hard copy or via email to billing@giud.com. 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 precipitator, BOTTOM ASH AND BOILER INDUSTRIAL CLEANING-FALL 2020 OUTAGE.

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 **October 27, 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 _____

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: **"Precipitator, Bottom Ash and Boiler Industrial Cleaning-Fall 2020 Outage"**. 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. 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, **July 28, 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.

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 308-385-5494, for questions concerning this specification.

PRECIPITATOR, BOTTOM ASH AND BOILER INDUSTRIAL CLEANING
Fall 2020 OUTAGE
DETAILED SPECIFICATION

SCOPE: The Contractor shall provide all necessary supervision, materials, equipment, and labor to provide industrial cleaning services at the Platte Generating Station (PGS). This scope will generally consist of grit blasting in the precipitator, rodding and vacuum in the superheat, high pressure water blasting and line moling in the bottom ash system and Spray Dry Absorber (SDA) and vacuum cleaning throughout the power station.

This contract will be awarded to a single prime Contractor for the full scope of services. The Contractor shall provide a qualified Superintendent who shall be responsible for coordinating all aspects of the specified scope of work, including coordination of all work provided by such subcontractors as may be utilized by the prime Contractor and coordination with other work in progress performed by PGS and such other contractors as may be on site.

DESCRIPTION: The Platte Generating Station is located at 1035 W. Wildwood Drive, two (2) miles south of Grand Island, Nebraska. The plant entrance is located two (2) miles south of U.S. Highway 34 and 1 ½ miles east of U.S. Highway 281.

The Unit 1 steam generator is a tangential fired, natural circulation, superheat/reheat, pulverized coal-fired boiler manufactured by ABB-CE (CE Contract No. 13477). The steam generator produces 765,000 lb/hr (MCR) of steam at 1000 F and 1800 psi which is delivered to a 100,000 kw steam turbine. The unit uses Powder River Basin Coal from various mines in the basin.

The electrostatic precipitator is a hot-side precipitator designed by Joy-Western Precipitator, and is described as follows:

<u>Item</u>	<u>Quantity</u>
Discharge Electrodes	7120
Collecting Plates	640
Plate Size	9' x 30'
Ash Hoppers	15 (Contractor shall clean 12 precipitator hoppers and 3 economizer hoppers)
Overall height	36' (excluding hoppers)
Overall width	97'
Distance from grade	62' (to top of precipitator hoppers)

Precipitator Abrasive Cleaning

The Contractor shall furnish all necessary materials, supplies, tooling, equipment and labor, including but not limited to material handling, blasting and cleaning equipment, compressed air, blasting media, materials, sundries and personal protective equipment for its employees. Electrical power will be available at the plant site.

The Contractor shall blast clean all collecting plates, electrodes, inlet and outlet distribution plates, both the perforated plates and zig zag plates and the internal structural steel. The contractor's personnel, equipment, procedures and practices must accomplish the ash removal without damage to the base metals, wires and collector plates. Only well trained, experienced and qualified personnel shall be used.

It is approximately 10 feet from the internal walkways to the perforated plates on both the inlet and the outlet fields. The contractor shall provide such hose to nozzle pipe extensions as may be required to thoroughly clean the perforated plates from the internal walkway access.

Adequate manpower, hoses and equipment shall be provided to assure the precipitator abrasive cleaning is accomplished within the 24-hour blasting period as scheduled, currently estimated as from noon October 20, 2020 to noon October 21, 2020. Inspections of the precipitator work by plant personnel will be no earlier than 7:00 a.m. October 21, 2020.

The precipitator ash hoppers will be emptied by plant personnel prior to the Contractor beginning work. Hopper doors will be closed by plant personnel prior to the commencement of Contractor cleaning operations unless such doors have been tagged open through the issuance of a red tag by the Owner's equipment tag out authority. Immediately prior to blasting, the Contractor shall contact the Owner's representative and review the status of equipment access doors.

A suitable grade of Black Beauty shall be used as the media. The Contractor shall have enough media on site to complete the work; including a margin of extra media should the work require an extended effort. Unused media shall remain the property of the Contractor and will be removed by the contractor on demobilization from the site.

Alternate blast media proposals may be submitted only as an option to the use of Black Beauty and will be considered at the sole discretion of the Utility. Information regarding source of media, MOH scale hardness, mesh size and mean particle size, required air blasting pressure **shall be provided with the bid** for both the Black Beauty and any proposed alternates.

The precipitator shall have all ash removed to bare metal without causing damage to electrodes, plates, fasteners, or structures, resulting in a 95% ash removal efficiency. Any remaining residual ash deposits where blast cleaning fails to remove the material, the Contractor shall utilize other methods of ash removal that accomplish the remaining cleaning without damage to the components and as are acceptable to the PGS designated representative. These cleanliness criteria will only be applied as an expected removal efficiency of the ash deposits from all surfaces and will not be applied to any remaining mill scale, rust, discoloration or other surface abnormalities of the underlying steel.

Vacuum Services:

Precipitator Vacuum Cleaning

The Contractor shall vacuum all accumulated ash and media from the precipitator, precipitator hoppers, gas outlet and inlet flue areas, and other areas of work performed by the Contractor as described herein and dispose into on-site disposal areas. Any ash which is spilled by the Contractor onto the precipitator building floor or surrounding areas shall be fully cleaned by the Contractor. There are clean-out taps connected to the precipitator hoppers and ash removal lines.

Ductwork Vacuum Cleaning

Vacuum work in the ducts shall generally consist of removing all ash from all boiler hot air ducts and boiler gas ducts, including:

- Air heater air side exit through wind box, to each aux air corner duct, and through each horizontal duct to up to the vertical drop for each mill.
- The economizer ash hoppers and economizer gas exit duct work to each of four (4) precipitator inlet ducts and inlet nozzles up to the zig zag inlet distribution plates.
- Precipitator outlet plenum and duct to air heater gas inlet.
- Air heater gas outlet hoppers.
- Flue gas exit duct from the ID fan to the SDA.
- One (1) SDA Hopper
- Flue gas duct from the SDA to the Fabric Filter.
- Six (6) fabric filter Hoppers.
- Fly ash collects on the gas distribution devices, perforated plates and zig zag plates within the inlet and exit transition sections of the precipitator and accumulates on the sloped floors. Whereas all of the distribution

plates must be blast cleaned, the contractor shall be responsible for staging and coordinating the vacuum work in these areas accordingly. The inlet and outlet transitions shall have all ash removed and the gas passages of the distribution plates shall be 100% opened and free of ash accumulations.

Additional Vacuum Cleaning Areas

Additional wet and dry vacuum efforts typically occur during the outage, such as:

- Boiler Penthouse floors and dead air spaces in the upper boiler arch.
- The cooling tower basin will be cleaned and washed down by plant personnel and the wastewater vacuumed out by the Contractor.
- The bottom ash sump pit will be vacuumed out to remove all slag build up from the pit.
- The blowdown tank will be power washed and vacuumed out.
- Wet vacuum may be needed to assist with the cleaning of the settling tanks

SDA and Swirler Vane Wash Vacuum Support

The Spray Dry Absorber and three Swirler Vanes at the top of the SDA that periodically get plugged up with lime ash. The Contractor's hydro blast crew will be tasked with hydro-jetting those vanes. The plant will also be fire hosing the interior of the SDA walls. The plant will have a dumpster with a liner located at the bottom of the SDA to catch lime ash and water from these cleaning processes. The Contractor shall vacuum all lime ash and water from the dumpster for disposal on site.

Hydro-blasting Services:

The hydro-blasting work areas generally consists of the below listed items. Each area shall be inspected and determined if cleaning is needed by plant personnel.

- Settling and surge and pump manifolds on top of dewatering bins.
- Upper, middle, and lower dewatering bin screens and tank walls.
- Drip pans at bottom of both bins.
- Lower dewatering legs.
- Bottom ash hopper fluting lines.
- Bottom ash hopper water boxes.
- Slope flush headers to bottom ash hoppers.
- Fan room drains out to manhole.
- Bottom ash floor drains to manhole.
- Mechanical exhaust room drain.
- Low pressure ash sluice line suction and supply lines from pump to building, header at bottom of boiler on seal trough, and before seal trough.
- Surge and settling tank sludge return in bottom ash building.
- Flushing header at the bottom of the boiler.
- Blow down tank drain header to manhole.
- Floor drains that are plugged.
- Bottom ash sluice line drain to bottom ash sump.
- Air heater hot side gas hoppers to manhole (which will need to be done before water blasting air heater).
- Manhole by precipitator transformers to surge tank overflow manhole.
- Mechanical exhaust room floor drain to bottom ash drains.
- Dewatering bin drain lines.
- Slope nozzle legs if needed (both hoppers).
- Lime auger drop chutes

Swirler vane wash

The Spray Dry Absorber and three Swirler Vanes at the top of the SDA periodically get plugged up with lime ash. The Contractor's hydro blast crew will be tasked with manually hydro-jetting those vanes and the transition duct above the vanes with lower pressure hand held wands. Access to the vanes is through the SDA inlet duct at the top of the SDA. The plant will have a dumpster with a liner located at the bottom of the SDA to catch lime ash and water from the cleaning process.

Tools needed for all of the hydroblast work include but are not limited to:

- A minimum of two high pressure, high volume water pumps and blasting systems capable of a minimum 20 gpm at 20,000 psi and a minimum 100gpm at 10,000 psi, BJV blasting nozzles, 1" pipe nozzle, 6" pipe nozzle, 200' of blasting hose, supply hose from truck to foot pedal, and shot gun blaster.
- Rodding equipment suitable for removal of the ash and slag in designated areas.

The Contractor's pumping equipment shall have the full pressure and flow capabilities required to provide an effective cleaning of the dewatering bins and other hard ash buildups.

REQUIREMENTS: If the Contractor proposes alternative cleaning methods for consideration by the Owner other than as generally described herein for any portion of the work, full and complete descriptions **must be included with the bid** with separate pricing for the optional utilization of such proposed methods. References where the system has successfully been used must be included.

Bidder is solely responsible for obtaining any and all clarifications to this specification as may be required for the Bidder to submit an accurate and complete bid proposal.

NOTE: No ash or diesel fuel will be permitted to be spilled on equipment, structures, plant site grounds, or roads. The contractor shall maintain its equipment in top working condition to eliminate fluid leaks and equipment breakdowns that could delay the progress of the work. The contractor is responsible for having on site the capability to take any and all extraordinary measures to fully contain and clean up any and all leaks from the contractor's equipment as well as to implement any and all necessary repairs to equipment as required to eliminate and avoid such leaks from further occurrence. The Contractor is responsible for clean up of all spilled ash and any diesel fuel spilled from equipment fueling operations. Upon completion, the Contractor shall leave the premises in a neat and clean condition with respect to his own operation.

Contractor will coordinate closely with PGS personnel on execution of all phases of the work and all safety requirements, including but not limited to:

- Provide information on all employees arriving at PGS
- Lock Out/Tag Out
- Confined Space Entry
- PGS Equipment Operation, such as fans and dampers
- Scheduling sequence of work scope items and related plant system preparations for work execution
- Inspections of completed work

QUALIFICATIONS: The Contractor shall be a firm specializing in the provision of services as outlined within this scope for large-scale utility precipitators and boilers used in the electric power industry. The Contractor shall substantiate its experience through the submittal of three (3) similar projects' **reference list with the bid**. The Contractor will be expected to perform the work without the assistance of Platte Generating Station personnel or tools, and comply with plant safety regulations and equipment lockout/tag out procedures.

SUPERINTENDENT: The Contractor shall provide well qualified supervisor(s) and a Job Superintendent who will fully direct all field operations for the duration of the project, serve as liaison to the Owner's designated

representatives, be fully authorized to make any and all decisions affecting the work in the field and coordinate activities between the Contractor and its subcontractors, if any. A summary of the experience of the Superintendent proposed for this project shall be **provided with the bid**.

INSPECTION: All work performed by the contractor will be inspected by the owner's designated representative or other assigned plant personnel upon notification by the Contractor that the contractor considers that portion of the work completed. The Contractor will be required to re-clean any areas in which bare metal cleanliness was not achieved or ash accumulations remain.

SCHEDULES: The PGS 2020 Fall Outage is currently scheduled for October 19, 2020 through November 19, 2020. Though these dates are fairly firm, they remain subject to change based upon changing conditions relative to the needs of the Grand Island Utility, schedule coordination with other outage work, as well due as outside influences typical of the industry. The overall schedule as related to this base work scope is currently estimated to be executed as follows:

10/19/2020	PGS unit is scheduled to be taken off-line at approximately 10am Contractor may mobilize for staging of equipment and making all preparations required for grit blasting of the precipitator. Mobilize Vacuum equipment for work to begin morning of 10/19/2020. Mobilize Hydro blasting equipment for work to begin morning of 10/19/2020.
10/20/2020	Precipitator is released 24 to 30 hours after the unit is removed from service. Blast cleaning of precipitator may begin at approximately noon. Set up vacuum 1 for wet vac at cooling tower followed by other accessible boiler areas.
10/21/2020	Complete the blast cleaning of the precipitator by noon. Teardown and demobilize precipitator blast cleaning.
10/21-22/2020	Set up vacuum 1 for dry vacuuming the precipitator hoppers.
10/23/2020	Set up hydro blasting equipment and begin hydro blasting on bottom ash bins. Finish Vacuum of precipitator hoppers and move Vacuum 1 to Precipitator outlet duct. Set up vacuum 2 for dry vac of the SDA outlet duct/AQCS ducts and fabric filter hoppers.
10/24/2020	Move hydroblast equipment to SDA for washing SDA Inlet duct, swirler vanes, slaking system and slurry tank. Plant personnel will fire hose the SDA walls. Set up vacuum 2 for wet vac of SDA wash water and slurry tank. Move Vacuum 1 to dry vac economizer hoppers and duct.
10/25/2020	After SDA work is complete, move hydroblast equipment to hydro bins to finish bins and line moling. Vacuum 1 finish Economizer hoppers and ducts Vacuum 2 finish SDA work and move to wet vac surge tank cleaning
10/26/2020	Vacuum 1 on SH Rodding, Vacuum 2 on track coal spills. Hydro on bottom ash system and line moling
10/27/2020	Hydro Blowdown tank, drains, misc Vacuum 1 on blowdown tank, drains, misc Vacuum 2 track coal spills, misc All work completed, demobilize by end of shift.

To accomplish all vacuum work in the time available, two (2) vacuum trucks will be required, working simultaneously during the outage from 10/19/2020 – 10/26/2020, on the 12 hour day shifts only, for a total of 8 days or ninety-six (96) crew/equipment service hours on each of two trucks.

To accomplish all hydro blasting work in the time available, contractor will use one of the two (2) pump systems at any given time, depending on requirements, during the outage from 10/20/2020 – 10/27/2020, on the 12 hour day shifts only, for a total of 8 days or ninety-six (96) crew/equipment service hours.

SAFETY: The Contractor is an Independent Contractor required to follow their OSHA regulations for work in areas that are contaminated with fly ash and for areas that may be considered as confined spaces. NOTE: All contractors must submit **with the bid** a copy of their OSHA compliant Confined Space Procedure and Respiratory Protection Procedure. The Contractor will be required to provide proof that workers have successfully completed respiratory fit testing and pulmonary function testing and have been trained for confined space entry.

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

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

OWNER PROVISIONS: Platte Generating Station (PGS) will provide:

- An owner's designated representative for on-site coordination with PGS.
- Safety orientation for all contractor employees as related to PGS site safety considerations.
- Dumpsters for trash and debris.
- Portable toilet facilities with hand wash stations.
- Potable water source for contractor's drinking water containers.
- Designated contractor parking on site.
- Electrical service connections for job trailers and equipment.
- The bottom ash system will be open and inspected by plant personnel for contractor to clean.

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

SERVICE RATES: The Contractor **shall include in the Bid:**

Precipitator

A firm, lump sum fixed price including any and all costs associated with the Precipitator Abrasive Cleaning portion of work including, but not limited to, all expenses, equipment, travel and mileage, per diems, labor, mobilization and demobilization, setup and teardown of equipment, subcontractors, blast media and sundries. The base bid shall be based on use of Black Beauty and any alternative media must be proposed separately as an alternate, along with all information regarding the alternate media necessary for the owner, at its sole discretion, to make a determination as to the suitability of the media for use in this application.

Vacuum

A lump sum, time and material, not to exceed price for two (2) vacuum trucks working simultaneously for ninety-six (96) service hours each including any and all costs associated with the Vacuum Cleaning Services portion of the work including, but not limited to, all expenses, equipment, travel and mileage, per diems, labor, mobilization and demobilization, subcontractors, set up and tear down of equipment, supplies and sundries. Daily Time Sheets and job logs must be completed to accurately document the service hours. Separate T&M costs shall be provided that represents the variable cost adjustment for more or fewer service hours from the base 96 hours.

Hydro blasting

A lump sum, time and material, not to exceed price based on ninety-six (96) service hours of all inclusive water blasting services including any and all costs associated with the High Pressure water blast cleaning and line cleaning portion of the work including, but not limited to, all expenses, equipment, travel and mileage, per diems, labor, mobilization and demobilization, subcontractors, supplies and sundries. Daily Time Sheets and job logs must be completed to accurately document the service hours. Separate T&M costs shall be provided that represents the variable cost adjustment for more or fewer service hours from the base 96 hours.

Bid Detail Submittal

In addition, the bidder shall submit separate detailed breakdowns of the individual bid amounts in the same format as will be used for daily time sheets and ultimately for final billing. The bidder may use the attached spreadsheet format or their own comparable format for the bid detail submittal.

The Precipitator Blast Cleaning is a firm bid and will not be adjusted for final billing other than for delays caused by the owner.

Mobilization and demobilization charges for the vacuum and hydro-blast services as submitted with the bid detail will be considered firm and will not be adjusted for final billing.

No adjustments will be made for personnel downtime, or equipment downtime resulting from the contractors own scheduling of personnel and equipment.

No adjustments will be made for additional labor, equipment or expenses incurred in the performance of the specified base scope of work as submitted in the bid detail.

T&M Rates

The Bid shall also include, as a separate T&M rate attachment, firm unit pricing for all labor, equipment, sundries **and expenses reflecting the charges to be used in billing the T&M portions of the work as well as for making any** adjustments that may be required for new work scope additions, additional services other than what is required in this specification or reductions in the same.

Terms and Conditions

Provide all other proposed terms and conditions which will be in effect during the performance of the work as a separate attachment **with the bid**. Any exceptions the bidder wishes to take regarding the Owners specifications and contract documents must be submitted **with the bid**, and noted on the Bid Data Form.

Time is of the essence in the evaluation of proposals, the execution of contract documents and/or issuance of a Purchase Order for the execution of the work. Submittal of proposals that include terms and conditions unacceptable to the Owner, or that lack the information and clarity required by these specifications may be subject to rejection at the sole discretion of the Owner.

A single contract will be awarded for all work included in this specification.

Time and Material Accounting

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

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

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.

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

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

INSURANCE: The Contractor shall comply with the attached City's insurance requirements.

CONTACT: Questions regarding this specification may be directed to Lynn Mayhew at the Platte Generating Station, telephone (308) 385-5494.

DRAWINGS & SITE INFORMATION: A selection of various drawings have been provided with the bid package for reference only. Additional drawings are available for review at Platte Generating Station office. The Contractor is responsible for making such pre-bid site visits as required to obtain additional details for bidding and execution of the work and for clarification of any questions or concerns the bidder may have related to the work scope and site conditions.

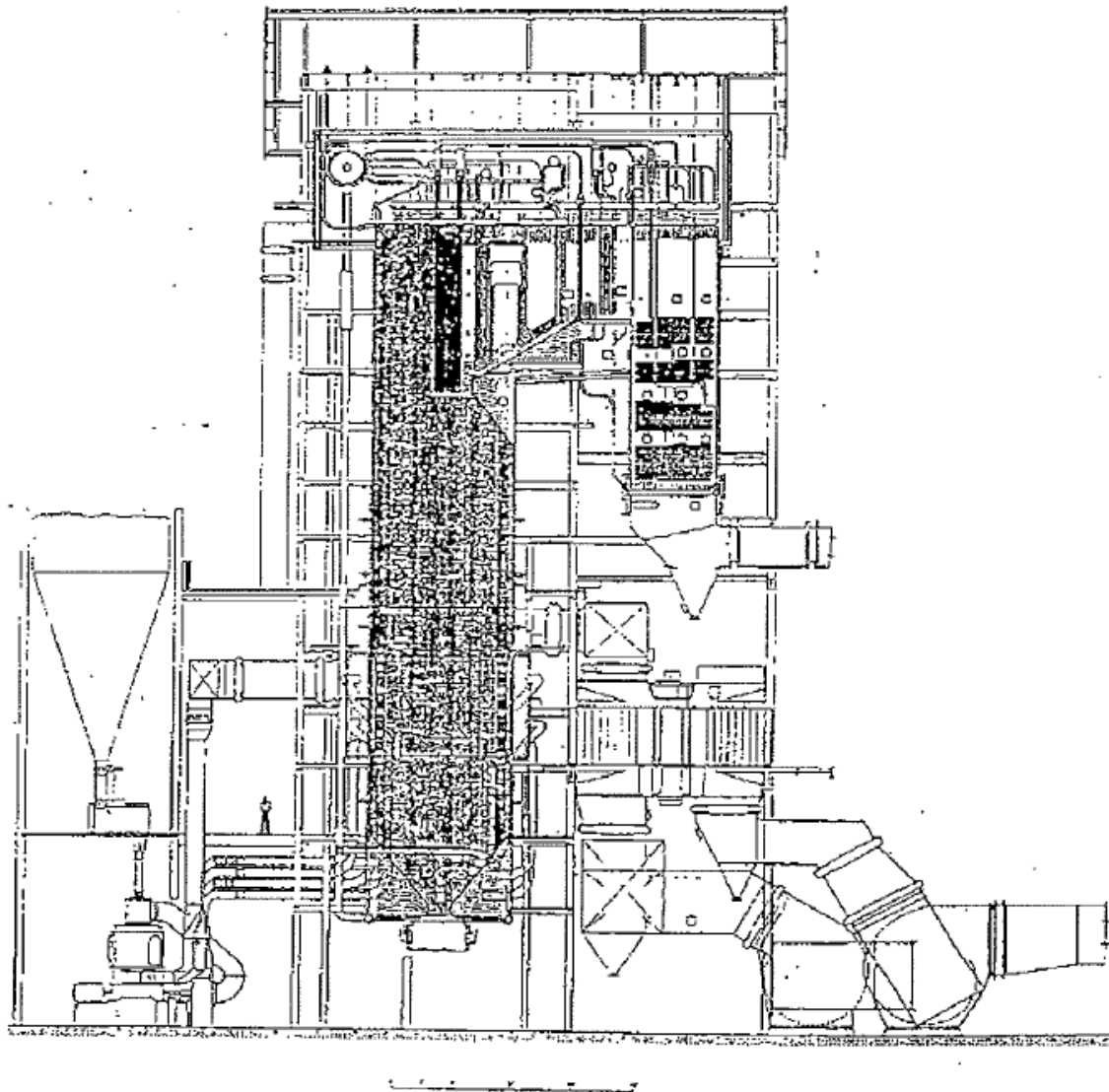
ATTACHMENTS:

Figure 1	56-01 Flow Diag.	56-02 General Arrangement
56-03 Elevation	56-107 Inlet	56-109 Outlet
51-001 Boiler Side View		
SDA Inlet Duct	SDA Inlet Elevation	SDA Outlet to FF
SDA To FF		2020 detail bid_timesheet data
Coal Silos		

Figure #1

Drawing No. 40-195

Cont. 13477



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.**

Hydro blast Cleaning - 48 Service hours in 4 12 hour shifts

Mobilization

October 19, 2020

Pump Trailer/truck
Pump Trailer/truck
Support Truck
Support Truck
Support Truck

Supervisor

Operator

Laborer

Personnel

Per diems

Other

Other

Other

totals

48 hrs of Daily Charges

October 20, 2020 thru

October 26, 2020

Pump Trailer/truck
Pump Trailer/truck
Support Truck
Support Truck
Support Truck

Supervisor

Operator

Laborer

Personnel

Per diems

PPE

Consumables

Other

Other

Other

totals

De-Mobilization

October 27, 2020

Pump Trailer/truck
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Support Truck
Support Truck
Support Truck

Supervisor

Operator

Laborer

Personnel

Per diems

milage

Other

Other

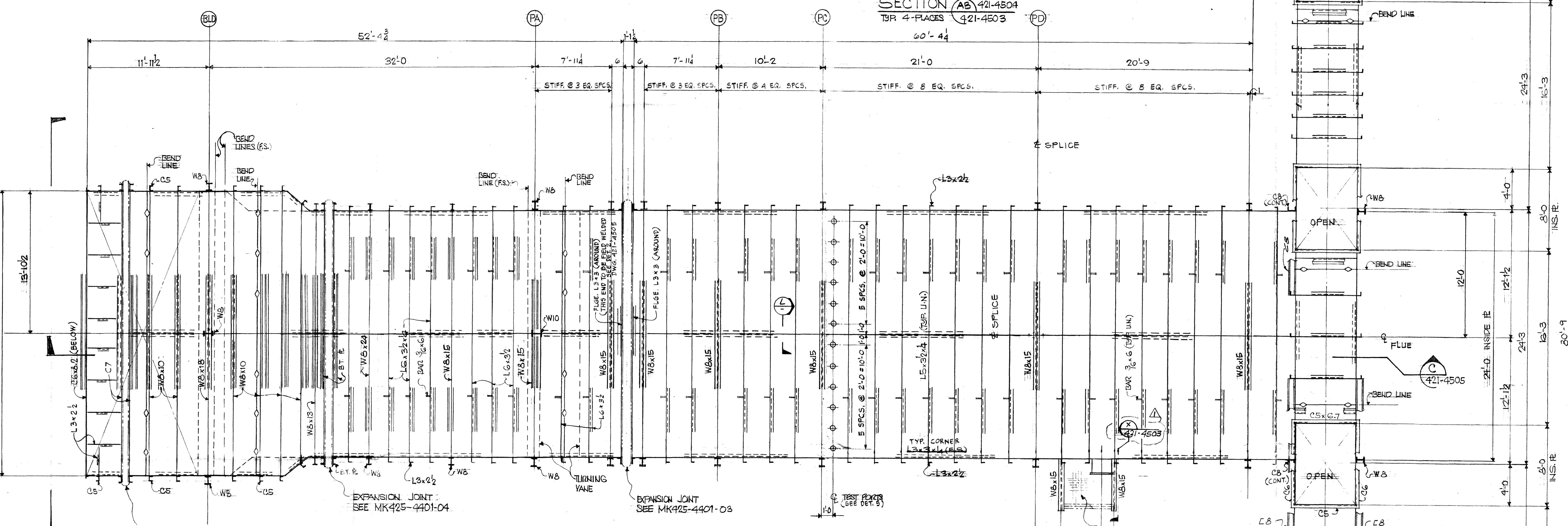
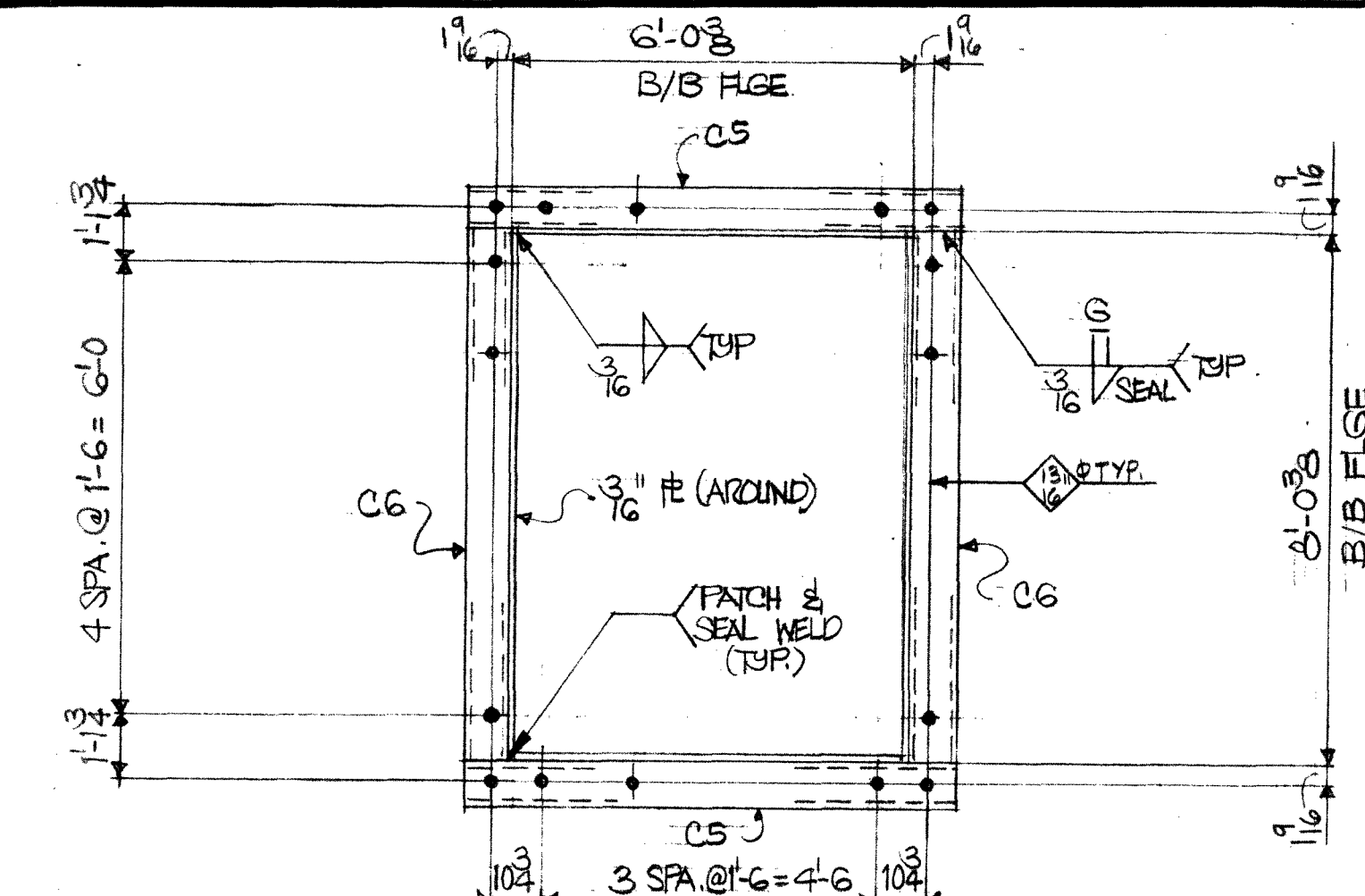
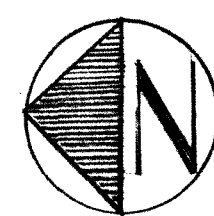
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Totals

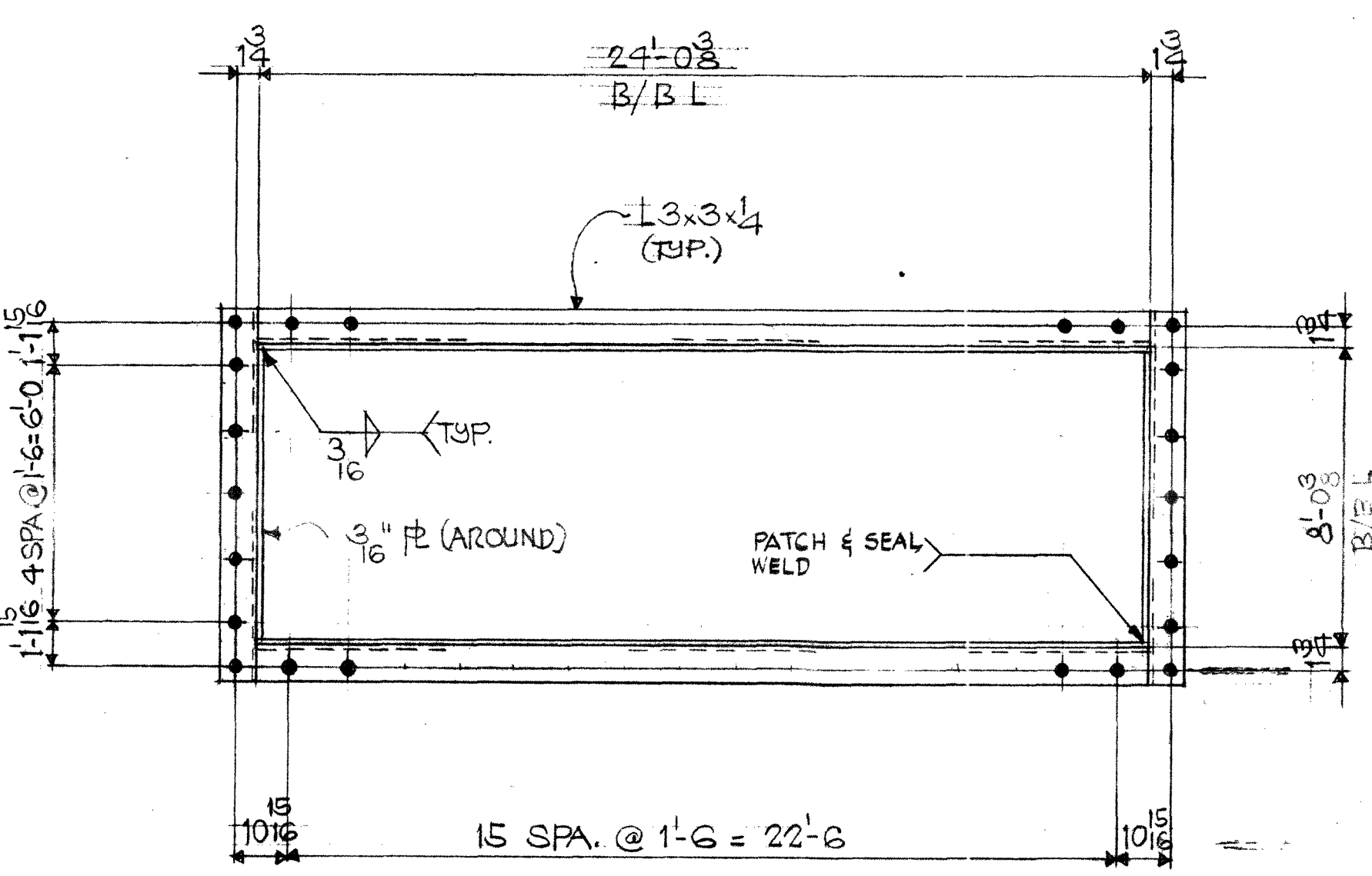
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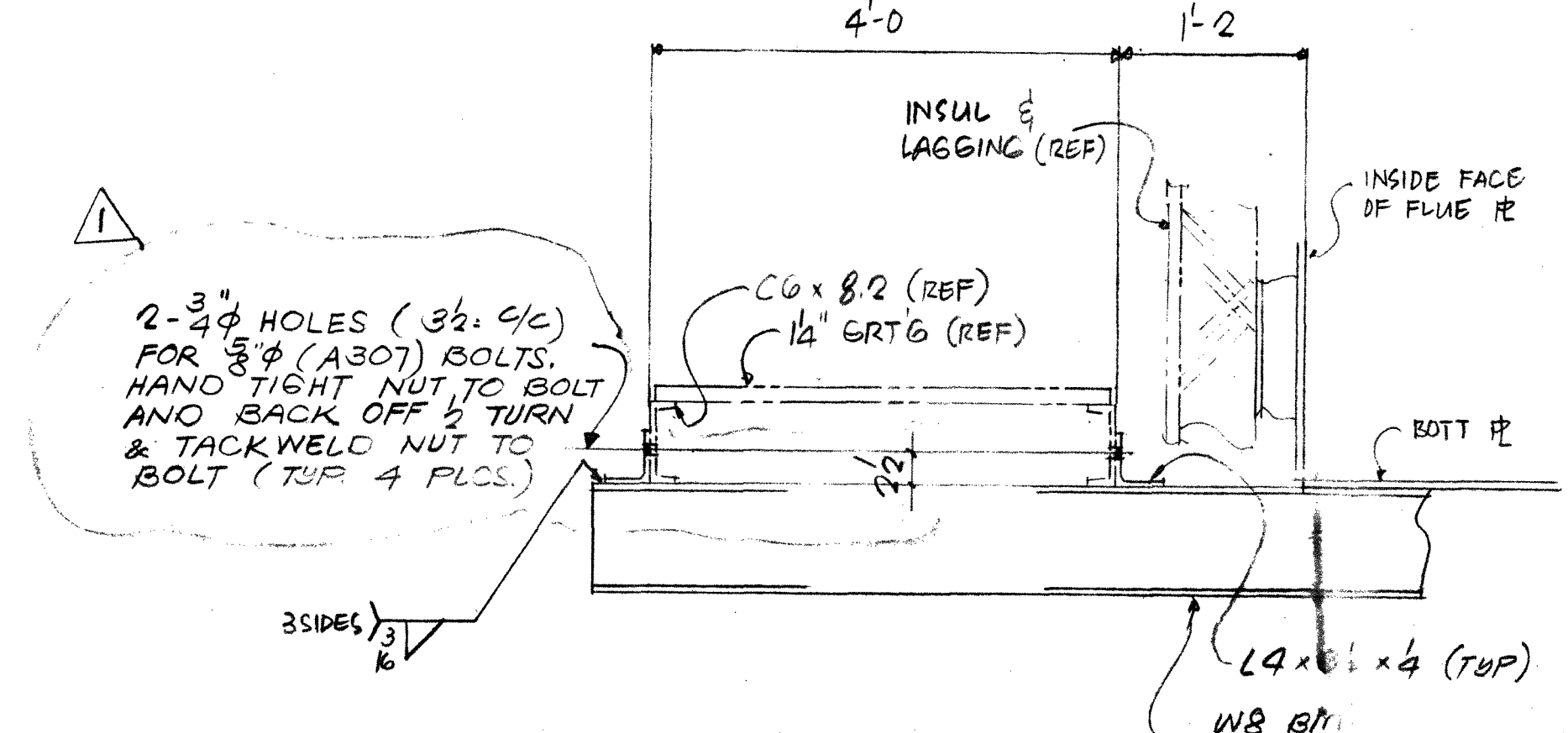
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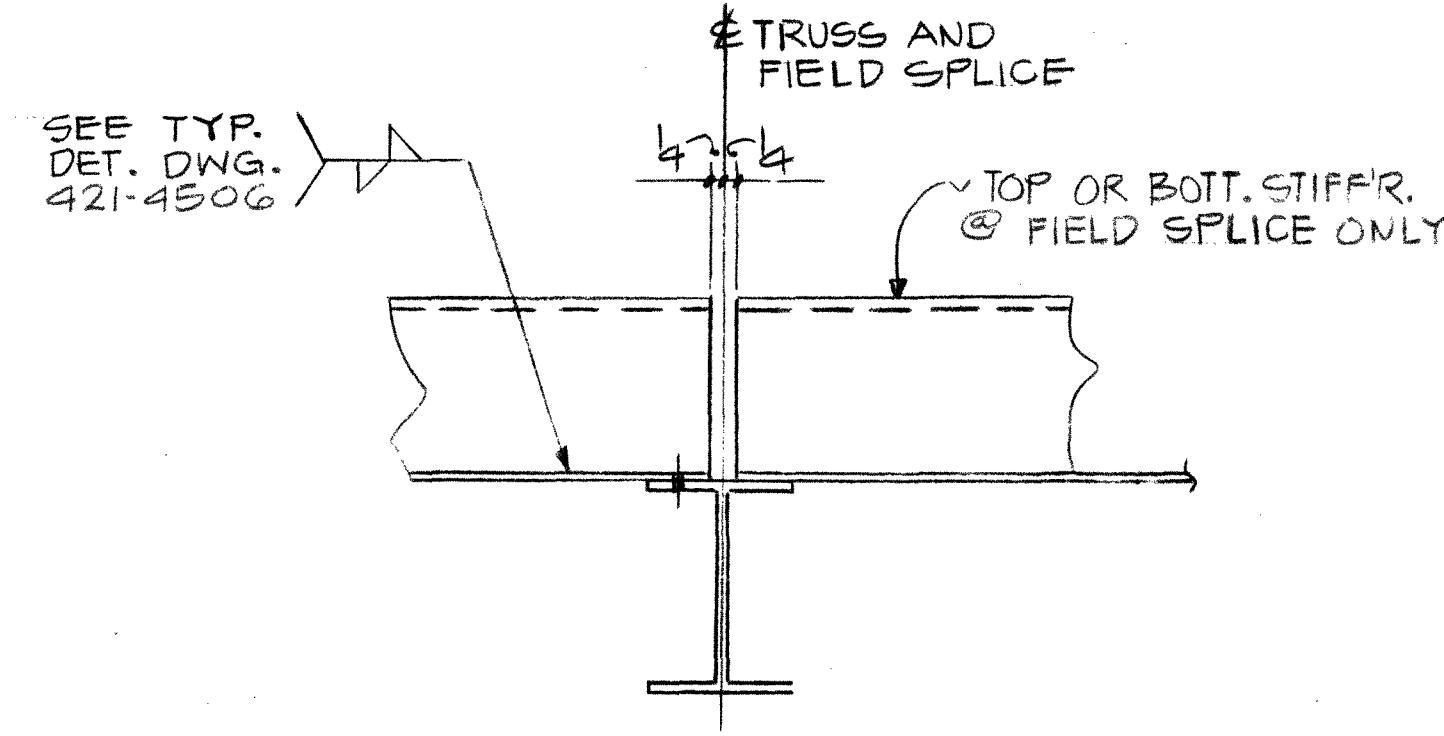
OUTLET FLUE PLAN



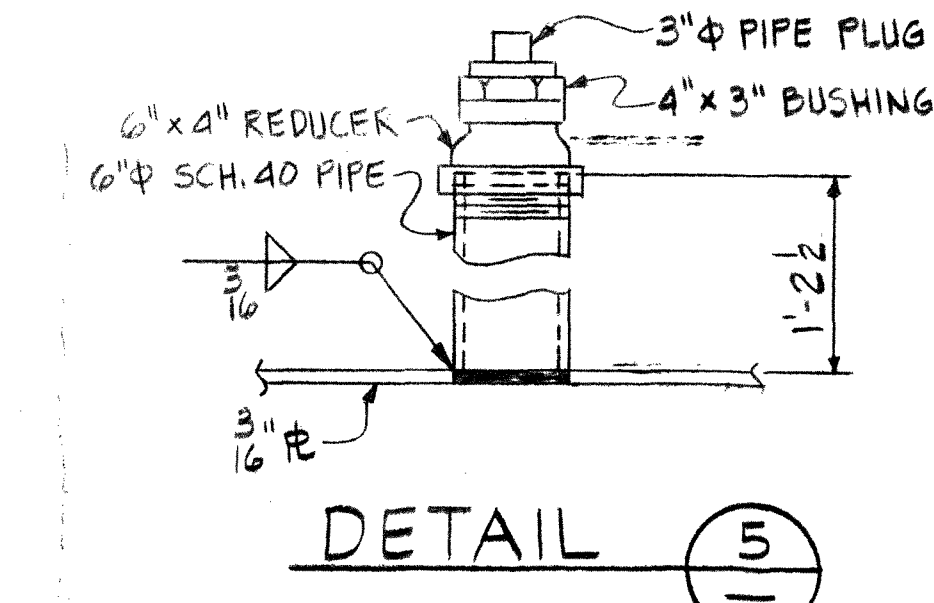
SECTION N 421-4505
421-4503



SECTION X 421-4506
421-4503



SECTION L



DETAIL S

LUTZ, DAILY & BRAIN
Consulting Engineers
SHAWNEE, OKLAHOMA
APPROVED BY: [Signature]
DATE: 4-26-77
BY: [Signature]
* Approved for Construction with Engineers' Plans and Specifications.
Approval does not imply any part of contract or purchase order
conditions or specifications.

- NOTE:
- FOR GENERAL NOTES & TYPICAL DETAILS OF FLUE SEE DWG. 421-4506.
 - FOR BASE PLATE DETAILS SEE DWG. 421-4509.

GRAND ISLAND 77-8

LUTZ, DAILY and BRAIN
CITY OF GRAND ISLAND, NEBRASKA
PLATE GENERATING STATION

OUTLET FLUE ASSY.
PLAN, SECTIONS and DETAILS

MAR 22 1979

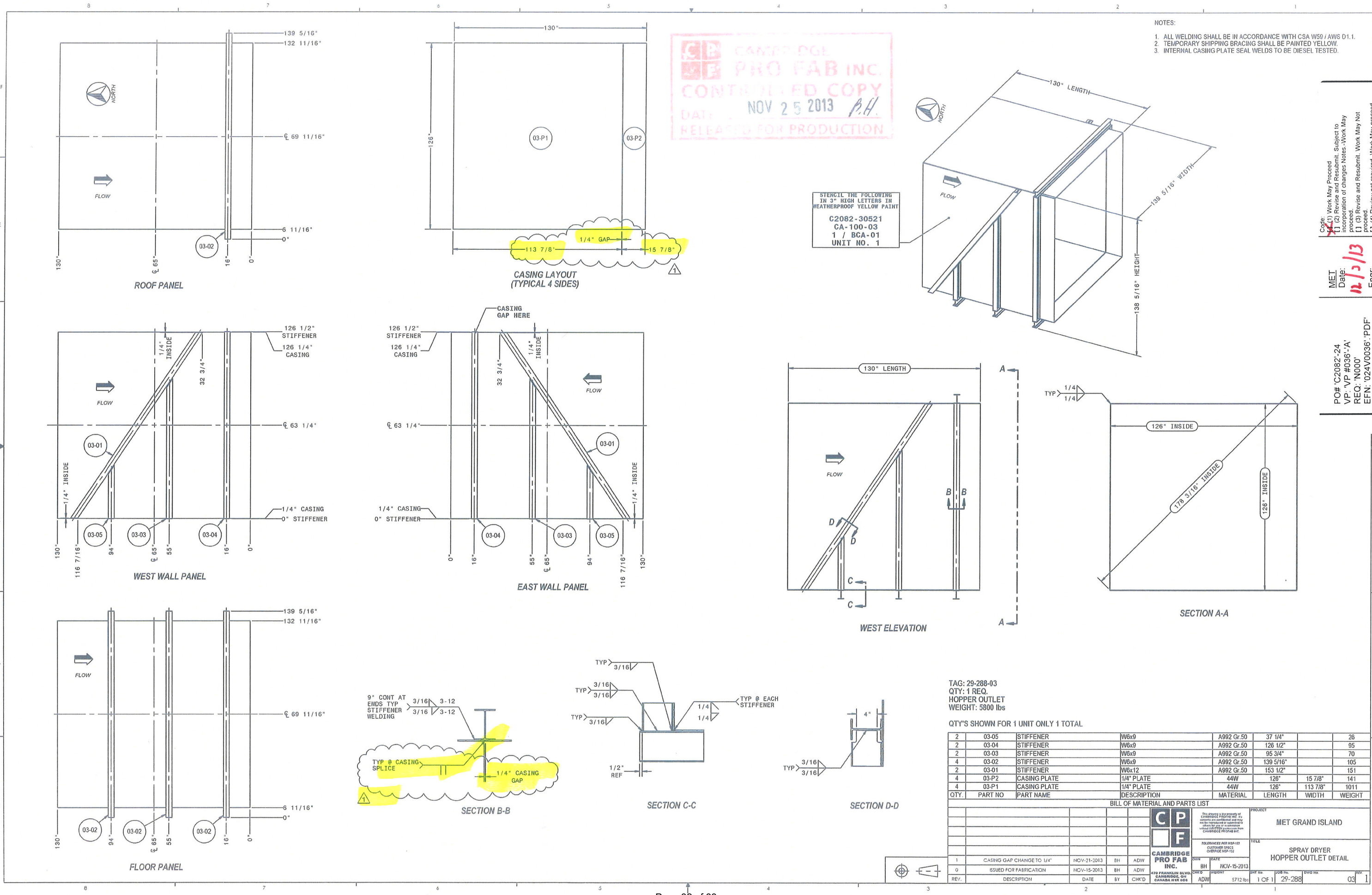
SCALE: NONE
CONTRACT NO. 0-78-005-17

DRAWING NO. 421-4503
REV. 1

DRAWING RELEASE RECORD					DRAWING RELEASE RECORD				
REV.	DATE	REVISED BY	CHK. BY	ENG. APP.	DESCRIPTION	REV.	DATE	REVISED BY	CHK. BY
1	1-18-79	FOR CUSTOMER APPROVAL	DCE			1	1-18-79	FOR CUSTOMER APPROVAL	DCE
2	1-18-79	FOR BID ONLY	AL S.			2	1-18-79	FOR BID ONLY	AL S.
3	1-18-79	PURPOSE OF ISSUE	APP	APP		3	1-18-79	PURPOSE OF ISSUE	APP

DRAWING RELEASE RECORD					DRAWING RELEASE RECORD				
REV.	DATE	REVISED BY	CHK. BY	ENG. APP.	DESCRIPTION	REV.	DATE	REVISED BY	CHK. BY
1	1-18-79	FOR CUSTOMER APPROVAL	DCE			1	1-18-79	FOR CUSTOMER APPROVAL	DCE
2	1-18-79	FOR BID ONLY	AL S.			2	1-18-79	FOR BID ONLY	AL S.
3	1-18-79	PURPOSE OF ISSUE	APP	APP		3	1-18-79	PURPOSE OF ISSUE	APP

JOY WESTERN PRECIPITATION DIVISION
JOY MANUFACTURING COMPANY
LOS ANGELES, CALIF., U.S.A.
MONTREAL, LONDON, TORONTO, CHICAGO
THIS DRAWING AND ALL INFORMATION THEREON IS THE PROPERTY OF JOY MANUFACTURING COMPANY AND MUST NOT BE MADE PUBLIC OR COPIED OR USED IN ANY WAY DETRIMENTAL TO OUR INTERESTS. UNLESS PROVIDED UNDER CONTRACT PROVISIONS, IT IS LOANED SUBJECT TO RETURN ON DEMAND.



CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **PIPELINE VIDEO INSPECTION LLC, DBA AIMS COMPANIES**, 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 *PRECIPITATOR, BOTTOM ASH AND BOILER INDUSTRIAL CLEANING-FALL 2020 OUTAGE*; 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. Pipeline Video Inspection LLC, dba AIMS Companies' bid signed and dated July 24, 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 Sixty-Three Thousand Three Hundred Forty-Six and 25/100 Dollars (\$163,346.25)** 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:

	Precipitator Abrasive Cleaning (Firm fixed pricing)	Vacuum Services (Lump sum-T&M)	Hydro-blast Services (Lump sum-T&M)
Material	\$ 24,958.00	\$ 30,636.00	\$ 38,292.00
Labor	\$ 12,336.00	\$ 28,672.00	\$ 17,056.00
Applicable Sales tax*	<u>\$ 2,797.05</u>	<u>\$ 4,448.10</u>	<u>\$ 4,151.10</u>
Base Bid	\$ 40,091.05	\$ 63,756.10	\$ 59,499.10
Total Bid	\$ 163,346.25		

The State of Nebraska Department of Revenue has determined that building cleaning and maintenance services are taxable on both materials and labor.

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. Invoices can to be presented hard copy or via email to billing@giud.com. 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 PRECIPITATOR, BOTTOM ASH AND BOILER INDUSTRIAL CLEANING-FALL 2020 OUTAGE.

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 **October 27, 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.

Pipeline Video Inspection LLC dba AIMS Companies

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

Attorney for the City

Date

RESOLUTION 2020-183

WHEREAS, the City of Grand Island invited sealed bids for Precipitator, Bottom Ash & Industrial Cleaning – Fall 2020, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on July 28, 2020, bids were received, opened and reviewed; and

WHEREAS, AIMS Companies of Scottsdale, Arizona, 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 \$163,346.25; and

WHEREAS, the bid of AIMS Companies is less than the estimate for Precipitator, Bottom Ash & Industrial Cleaning – Fall 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of AIMS Companies in the amount of \$163,346.25 for the the Precipitator, Bottom Ash and Industrial Cleaning – Fall, 2020, 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