

City of Grand Island

Tuesday, September 8, 2020 Council Session

Item G-4

#2020-208 - Approving Bid Award - Boiler Scaffolding at Platte Generating Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From:	Timothy G. Luchsinger, Utilities Director Stacy Nonhof, Interim City Attorney
Meeting:	September 8, 2020
Subject:	Boiler Scaffolding
Presenter(s):	Timothy G. Luchsinger, Utilities Director

Background

The turbine generator receives boiler inspections during the fall outage at Platte Generating Station. The fall outage is currently scheduled for October 19 through November 19, 2020, during which time inspection and maintenance on the boiler will be performed. To conduct the maintenance on the boiler and maintenance on other areas of the plant, scaffolding needs to be erected to reach and repair these areas safely. Plant staff developed the specifications issued for bids covering this scope of work.

Discussion

The specification for the Boiler Scaffolding was advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on August 20, 2020. The engineer's estimate for this project was \$130,000.00.

Bidder	Base Bid	Adjusted Bid Price
BrandSafway Industries, LLC		
Kansas City, Kansas	\$ 53,661.86	\$ 64,893.86
HTH Companies, Inc.		
Union, Missouri	\$ 54,500.00	\$ 61,460.00

The bids were reviewed by utility staff and evaluated for the firm bid items and then time for an additional 80 labor hours for smaller scaffolding projects that will need to be erected during the outage. The bid from BrandSafway Industries, LLC, has a lower firm bid for the three areas that were firm bid, but for the quoted 80 hours of additional work, their labor rates were higher. The bid from HTH Companies, Inc., in the amount of \$54,500.00 plus the additional 80 hours of labor in the amount of \$6,960.00 totals \$61,460.00. The bid was found to be compliant with the specification and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that Council award the Contract for Boiler Scaffolding to HTH Companies, Inc., of Union, Missouri, as the low responsive bidder, with the bid in the amount of \$61,460.00.

Sample Motion

Move to approve the bid of \$61,460.00 from HTH Companies, Inc., for the Boiler Scaffolding at Platte Generating Station.

Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

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BID OPENING

BID OPENING DATE:	August 20, 2020 at 2:00 p.m.
FOR:	Boiler Scaffolding
DEPARTMENT:	Utilities
ESTIMATE:	\$130,000.00
FUND/ACCOUNT:	520
PUBLICATION DATE:	August 5, 2020

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NO. POTENTIAL BIDDERS:

SUMMARY

Bidder: Bid Security: Exceptions:	<u>BrandSafway Indus</u> Kansas City, KS RLI Insurance Com Noted		
Bid Price: Material: Labor: Sales Tax: Total Bid: Total:	Boiler \$ 3,060.00 \$23,573.00 <u>\$ 1,997.48</u> \$28,630.48 \$53,661.86	Dewatering Bins \$1,172.00 \$2,279.00 <u>\$258.83</u> \$3,709.83	<u>SDA Dampers</u> \$ 2,279.00 \$17,555.00 <u>\$ 1,487.55</u> \$21,321.55
Bidder: Bid Security: Exceptions:	<u>hth companies, inc.</u> Union, MO Travelers Casualty None	& Surety Co.	
Bid Price: Material: Labor: Sales Tax: Total Bid: Total:	Boiler \$ 5,000.00 \$25,000.00 <u>\$ 2,250.00</u> \$32,250.00 \$54,500.00	Dewatering Bins \$ 500.00 \$3,000.00 <u>\$ 250.00</u> \$3,750.00	SDA Dampers \$ 2,800.00 \$14,400.00 <u>\$ 1,300.00</u> \$18,500.00

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 Mike Steinke, Maintenance Supervisor

P2220



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BID SPECIFICATION PACKAGE

for

BOILER SCAFFOLDING

C 129440

Bid Opening Date/Time

Thursday, August 20,2020 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

Mike Steinke, Maintenance Supervisor City of Grand Island – Utilities Department Platte Generating Station 308/385-5496

> Date issued: Wednesday, August 3, 2020

ADVERTISEMENT TO BIDDERS FOR BOILER SCAFFOLDING FOR CITY OF GRAND ISLAND, NEBRASKA

Sealed bids for Boiler Scaffolding will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until **Thursday, August 20, 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 <u>an original and three copies</u> if submitting by mail**. Bid package and any Addendas are also available on-line at <u>www.grand-island.com</u> 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 <u>www.QuestCDN.com</u> for a \$30.00 fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. **Bids received after the specified time will not be considered**.

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

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. <u>Your certified check, cashiers check or bid bond must be submitted in a</u> <u>separate envelope attached to the outside of the envelope containing the bid</u>. 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

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BOILER SCAFFOLDING 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 materials, labor, equipment and supervision to scaffold the Boiler, Spray Dry Absorber dampers, and Bottom Ash Dewatering bins at the Platte Generating Station during the maintenance outage in the fall of 2020, FOB the City of Grand Island, freight prepaid, at the following price:

ITEM DESCRIPTION

EXTENDED COST

Base Bid:	Boiler	Dewatering Bins	Spray Dry Absorber Dampers
Material	\$	\$	\$
Labor	\$	\$	\$
*Applicable Sales tax	\$	\$	\$
Total Base Bid	\$	\$	\$
Total 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		Da	te	
Company Address	City	State	Zip	
Print Name of Person Completing Bid		Si	ignature	
Email:	Tel	lephone No		

By checking this box, Bidder acknowledges the specified completion date of the project is **November 17, 2020.**

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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 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.

End of Bid Data Form for Boiler Scaffolding

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CHECKLIST FOR BID SUBMISSION

<u>FOR</u>

BOILER SCAFFOLDING

Bids must be received by the City Clerk before 2:00 p.m. on Thursday, August 20, 2020.

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

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

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

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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.

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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 Statue 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.

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10. TIME OF COMPLETION.

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

11. GRATUITIES AND KICKBACKS.

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

12. FISCAL YEAR.

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

CONTRACT AGREEMENT

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

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for BOILER SCAFFOLDING; 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:

<u>ARTICLE I</u>. 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.

<u>ARTICLE II</u>. 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;

<u>ARTICLE III</u>. 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:

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Base Bid:	\$.00
Sales Tax on Materials/Equipment:	\$.00
Sales Tax on Labor:	\$.00
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.

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

<u>ARTICLE V</u>. 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*.

<u>ARTICLE VI</u>. 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.

<u>ARTICLE VII.</u> 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

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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 Date _______ Attest: ________ City Clerk City Clerk

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



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REQUEST FOR BIDS - GENERAL SPECIFICATIONS

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

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

Mailed bids shall include the following on the **outside** of the mailing envelope: **"Boiler Scaffolding".** All bids submitted by mail must include <u>an original and three copies</u> of the bid. The bid specification and online bidding forms are also available at <u>http://www.grand-island.com/business/bids-and-request-for-</u><u>proposals/bid-calendar</u> under the bid opening date and "Click here for bid document link" through QuestCDN for a \$30.00 fee. If submitting through QuestCDN, <u>one</u> 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, **August 20**, **2020 at 2:00 p.m. local time**. to:

Mailing Address:	City Clerk	Street Address:	City Clerk
	City Hall		City Hall
	P. O. Box 1968		100 E. First Street
	Grand Island, NE 68802-1968		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

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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 Mike Steinke 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

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BOILER SCAFFOLDING

Detailed Specification

- I. <u>SCOPE:</u> The Contractor shall supply all necessary material, labor, equipment, and supervision to scaffold the following areas: Boiler, Spray Dry Absorber dampers, and Bottom Ash Dewatering bins. as specified, at the Platte Generating Station during the maintenance outage in the fall of 2020.
- II. <u>DESCRIPTION</u>: The Platte Generating Station is located at 1035 W. Wildwood Drive, two miles south of Grand Island, Nebraska.

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

III. <u>SCHEDULE</u>: The Platte Generating Station is currently scheduled the Fall Outage for October 19, 2020 through November 19, 2020. It is expected that the boiler and auxiliaries will be removed from service on October 19th, 2020, tagged out, and doors opened. These dates are not guaranteed and remain subject to adjustment based on the needs of the utility.

Access to the boiler may be limited at times during the first week of the outage due to the precipitator and ductwork cleaning. The Contractor shall coordinate all work in advance with the Owner. The boiler will be available to the Contractor once the precipitator and ductwork cleaning are completed on October 25th, 2020.

The Dewatering bins will be available to the contractor once hydro-blast cleaning is completed on October 25th, 2020.

The Turbine area will be available on October 21st, 2020, once the metal has had a chance to cool.

- IV. <u>SCAFFOLDING</u>: Areas that will require scaffolding include:
 - a. <u>Boiler:</u> The Contractor shall scaffold to the top of the fuel nozzles to Elevation 1937' to allow for replacement of level "A" fuel nozzles inside the furnace area of the boiler.
 - b. <u>Dewatering Bins</u>: Scaffolding shall be placed in the dewatering bins to allow for replacement of screens.
 - c. <u>Spray Dry Absorber Dampers</u>: Scaffolding shall be built to access the lower bearings on the Spray Dry Absorber air inlet dampers.
- V. <u>TIME AND MATERIALS</u>: Time and Material rates shall be included with the firm quote for the specified areas of scaffolding.
- VI. <u>BID EVALUATION</u>: Bids will be evaluated on the lowest firm bid and time and material rates.
- VII. <u>QUALIFICATIONS</u>: The Contractor shall be a firm specializing in the erection of scaffolding in industrial areas and shall be certified in the erection of scaffolding. Inspections of the scaffolding shall be made daily to ensure they are still safe to work from. The Contractor shall be capable of fully performing the work without the assistance of City personnel, except as required for the City to identify specific scaffolding locations. A reference list of projects of similar scope and complexity shall be provided with the bid.
- VIII. <u>FIELD SUPERVISION:</u> The Contractor shall provide an on-site Superintendent to direct the work. A summary of the experience of the Superintendent proposed for the project shall be provided.

Page 14 of 19

IX. <u>SAFETY:</u> 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. All personnel working on site will be required to participate in the plant's safety orientation prior to performing any work on site at Platte Generating Station and comply with plant safety requirements.

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

- X. <u>SERVICE RATES</u>: The Contractor shall provide lump sum T&M not-to-exceed pricing for the scope as specified with a breakout of separate lump sum pricing for each of:
 - 1 Firm price for boiler scaffolding including all Mobilization, Demobilization, Tools, Equipment, supplies, PPE, expendables, supervision and project management, overhead, fixed costs and expenses.
 - 2 A Lump sum for dewatering bin scaffolding.
 - 3 A lump sum for the spray dry absorber damper bearings.
 - 4 Provide T&M rate sheets for any additional scaffolding that may be needed during the outage to be completed on November 19th, 2020, including all modifications to the labor crew required during the performance of the work.

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

- XI. <u>SUBMITTALS REQUIRED</u>: Contractor shall submit the following documentation for review with the bid:
 - 1. References for at least three (3) projects of a similar scope and for a similar size unit, including a description, name, and phone contact.
 - 2. Superintendent's experience summary.
 - 3. Pricing
 - 4. Firm T&M Unit prices for additions or reductions to the bid labor hours included in the lump sum price, and for any other work added to the project for miscellaneous repairs.
 - 5. Provide all other standard terms and conditions which will be in effect during the project.
 - 6. A copy of your OSHA compliant Confined Space Procedure and Respiratory Protection Procedure.
 - 7. Any exceptions the bidder wishes to take regarding the Owners specifications and contract documents must be submitted **with the bid** and noted on the Bid Data Form.

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

XII. <u>SITE CONTACT:</u> All bidders shall have visited the site prior to bidding to familiarize themselves with site conditions affecting the work. To arrange a site visit or for any questions regarding this specification, contact Mike Steinke at 308-385-5492 or email <u>msteinke@giud.com</u>

Page 15 of 19

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

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

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

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

- XVI. <u>ATTACHMENTS:</u> The following are attached for reference:
 - A. Boiler drawing showing elevations.
 - B. Bottom Ash System showing dewatering bins



Working Together for a Better Tomorrow, Today.

REQUEST FOR BIDS - SITE CONDITIONS

BOILER SCAFFOLDING

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 Mike Steinke at (308) 385-5496.

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

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

2. BUSINESS AUTOMOBILE LIABILITY

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

Bodily Injury & Property Damage

\$ 500,000 Combined Single Limit

3. COMPREHENSIVE GENERAL LIABILITY

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

Bodily Injury & Property Damage

\$ 500,000 each occurrence \$1,000,000 aggregate

4. UMBRELLA LIABILITY INSURANCE

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

Bodily Injury & Property Damage

\$1,000,000 each occurrence \$1,000,000 general aggregate

5. ADDITIONAL REQUIREMENTS

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

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

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

Page 18 of 19

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.

Page 19 of 19



	5'-11	2" 4'-11½" # 3780 Y	BLAI		BLBI		E F.D. FAN (BY C.E.INC.)
	25'-0"	20-0"	17'-6"	27-0"		32'-0"	
(F)		G	BLA	BLB	BLC	B	
				LEGEND O		END OF SETTING NUMBERS FOR DOORS, T BLOWERS AND INSTRUMENT INSERTS	
				EH-1 12 34" O.D. E	S-16 S-16 S-20	043 RETRACT. SOOT BLOWER	
				H-1 14"0.D. FUR H-2 14"0.D. FUR	RN. LOWER FRONT HDR, 58-3 RN, LOWER REAR HDR, 5-19	4A HALF TRACT SOOT BLOWER	
				H-4R/L 85/8" O,D, FI	URN. EXT. SIDE INLET HDRS. WCA	D-1 16" × 23 2" WATER COOLED ACCESS DOOR	UNIT DESCRIPTION
				PANSION JOINT H-GR/L 1034" O.D. F	URN, UPPER SIDE HDRS. OD-T		BALANCED DRAFT, OUTDOOR UTILITY UNIT. FUSION WELDED FURNACE WALLS (21/2" O.D. TUBES ON 3" CENTERS)
				5H-1 1034" O.D. B	ACKPASS @ ROOF INLET HDR, AD-23,	26\$30 18" × 16" ACCESS DOOR	FIN WELDED FURNACE EXT. SIDE TUBES (21/2" O.D. TUBES ON 5" CENTERS) FIN WELDED BACKPASS SIDE TUBES
				M SH-4R/L 103/4" O.D. E	BACKPASS SIDE INLET HORS, DAD	DUCT ACCESS DOOR	134" O.D. TUBES ON 4" CENTERS)
				SH-6 103/4" O.D. E	BACKPASS FRONT INLET HDR, BACKPASS EXT. FLOOR INLET HDR, BACKPASS EXT. SIDE OUTLET HDR,		134" O.D. TUBES ON 4" CENTERS) RIBBED ALUMINUM OUTER CASING STRUCTURAL STEEL BY C.E. INC.
			ROUND CORNE	ER EXP. JOINT SH-8 1034" 0.0. 1	BACKPASS FRONT JUNCTION HDR, BACKPASS REAR OUTLET HDR, SACKPASS REAR OUTLET HDR, S-192		FUEL : PULVERIZED COAL SEISMIC DESIGN : U.B.C. ZONE#1 WIND LOAD : U.B.C. 30 P.S.F. ZONE
5 7-11-80 R.H. CARROLLI. PO Grithin 6 6-1-83 EH	Gr pus?			RIBBED CASING SH-11 1234" QD S	II-18		
1961-0" 1919-63" " 1961-0" HAVE TRACT 500T	ER 5B-24@ 1972-0'. BLOWER 5B-24A@ 1965-0':			XXX XXX 7 4 5H-13 1234" O.D. 5	S.H. VERT, PLATEN INLET HDR. S.H. VERT, PLATEN OUTLET HDR. S.H. VERT, SP'CD, FRONT INLET HDR.		
LOC, OF INST, CON	ACC, TUBES IN ECON. @S.B.LOC.			CLEARANCE	VERT. SP'CD, FRONT OUTLET HDR, H. VERT. SP'CD, INLET HDR, NOTE	: ALL DIMENSIONS SHOWN ON GENERAL	
REMOVED ACC. DOOR AD-	23 @ 1964 9".		@ DUCT ST				GENERAL ARRANGEMENT - SIDE
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	A.H. ACC. DOOR @ AIR OUTLET ANGER RODS ARTS SUPPORT LEVEL	REVISED DIM, FROM & FRONT WALL TO & EAD-I LOC, OF AD-9 @ EL. 1970'-73/16" ECON, INLET FEED STOP & CHECK VALVES	FURNACE BOTTOM SEALS & SHIELDS FURNACE REAR ARCH BUCKSTAYS	STEEL FIRING ENCL	OSURE ROOF "	" "B-B" 13477-4E-0003 " "C-C" 13477-4E-0004 FRONT 13477-4F-0005	PLATTE GENERATING STATION, UNIT*I GRAND ISLAND, NEBRASKA
EXHAUSTER FAN REMOVAL CLR, DIM. FOR MIN. DIM. REG'D. FOR F.D. FAN WHEEL REM'V'L, IGNITORS	FIRING ENCLR,	AD-9 TO EAD-3 @ EL, 1970'-73/16" INSIDE RADIUS FOR GAS DUCT LEAVING ECON DOOR @ EL, 1954' O" FROM DAD TO AD-30	FURNACE REAR ARCH SKIN CASING WATER GAGE REF. DWG. Nº FOR INSTR. CONN. LEGEND	EL. OF AD-23 FROM 1978-10" PROTECTIVE	5CANNER AIR FANS \$ PIPING	ELEV. "D-D" 13477-4E-0006 PARTIAL SIDE 13477-4F-0007	SCALE 1/4" = 1'=0" DATE 3-21-78 DRAWN BY ED HOWARD CHECKED BY 1354 3-21-78 TRACED BY APPROVED
	BOTTOM SUPPORTS	E.H. BUT 6-2-78 ST	INSTRUMENT CONNECTIONS DESCRIPTION NOTES FOR S.H., R.H. & ECON. A	TO 1987-10" FURNACE GUI ASSY'S. CUST. BLR.FEE 2 E.H. 8-18-78	DES D, MAIN STM, HOT & COLD RH PIPING J.N.O. PRESS, PARTS ARR	INSTR. CONN LEGEND 13477 - 4D - 0016	THIS DRAWING IS THE PROPERTY OF COMBUSTION ENGINEERING, INC. WINDSOR, CONN.
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DIM, FROM GROUND TO & W.W. LOWER HDRS, & ALL E SIZE OF STEAM AIR HEATER ELEV. & LOC. OF H. A. DUCT TO PULV.	LEVS, ACCORDINGLY EL. OF S-1694 FROM 1906-10 EL, OF OD-8 FROM 1906-0"T UNIT DESCRIPTION NOTE & L	0 1904'-6" ADDITIONAL 00-85" OD-16 @ EL. 1988'-3" EGEND OF HDR. MK. Nº'S. TURNING VANES IN DUCT	5 PER MAD PRINTS FROM PERF DESIGN COLUMNS	DIM'S FOR HOPPER OUTLETS EL. OF ROOF ENCLR.	FLOOR " " " " "	" (5H,#2) 13477-4E-0304	BY AGREEMENT WITH SAID COMPANY COMP. CODE 91-84-0303
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Council Session - 9/8/2020

CVI COM	PLEMENTARY DRAWINGS	
B-183703	T-30 MK-IE COMB RET. / W.B.	
	500T BLOWER VIEWS T-30 MK-IE SOOT BLOWER	
B-183705	VIEWS T-30 MK-IE RETRACT & COMB RETRACT & WB. SLEEVE	
L-183706	VIEWS HEATER ARRG'T FOR: T-30 MK-IE RETRACT & T-30	
B-183707	MK-IE COMB. RETRACT/WB. RW-5E SOOT BLOWER	
B-183703	VIEWS F.P (5-24') FURNACE PROBE VIEWS	•
B-183709	SCHEMATIC PIPING DIAGRAM	
B-183884	VIEW 'A-A' SOOT BLOWER ARRANGEMENT	, ‡
M-184092	STEAM CONSUMPTION	
D-185795	PHYSICAL PIPING DIAGRAM RIGHT SIDE ELEVATION	1
D-185796	PHYS. PIPING DIAGRAM FRONT ELEVATION	*
D·185797	PRESS REDUCING STATION, PIPING NOTES & DETAILS	-4
B-185798	HANGER, ANCHER & GUIDE DETAILS	•
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Grand Island





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_	FOR GENERAL NOTES - SEE DWG. 5	23-5
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	THE EQUIPMENT AND DESIGN SHOWN ON THIS DRAWING ARE COVERED EITHER BY ISSUED PATENTS OR PENDING APPLICATIONS AND ARE THE EXCLUSIVE PROPERTY OF THE UNITED CONVEYOR CORPORATION.	
	THE INSTALLATION AND OPERATION OF UNITED CONVEYOR CORPORATION EQUIPMENT. IN ACCORDANCE WITH APPROVED PLANS AND OPERATING INSTRUCTION, SHALL BE THE SOLE RESPONSIBILITY OF THE PURCHASER.	
	THIS DRAWING, OWNED BY UNITED CONVEYOR CORPORATION, IS CONDITIONALLY LOANED. BY RECEIVING IT THE RECIPIENT AGREES NOT TO REPRODUCE OR COPY IT. IN WHOLE OR PART, OR TO FURNISH INFORMATION FROM IT TO OTHERS, OR TO MAKE ANY USE OF IT THAT IS. OR MAY BE, INJURIOUS TO UNITED CONVEYOR CORPORATION, AND TO RETURN IT UPON REQUEST.	CWN L-1-4
>	COST OF ANY MODIFICATIONS TO UNITED CONVEYOR CORPORATION EQL PMENT TO AVOID FIELD OBSTRUCTIONS. OR CORRECTIONS DUE TO MINOR DRAWING AND/OR FABRICATION ERRORS, ARE NOT CHARGEABLE TO UNITED CONVEYOR CORPORATION. WE WILL ACCEPT NO BACK-CHARGES FOR ANY WORK PERFORMED IN THE FIELD UNLESS APPROVED BY OUR DEERFIELD OFFICE.	CK'D APR'D APR'D APR'D
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CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **HTH Companies, Inc.**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND**, **NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for BOILER SCAFFOLDING; 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:

<u>ARTICLE I</u>. 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. HTH Companies, Inc.'s bid signed and dated August 19, 2020.

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

<u>ARTICLE II</u>. 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;

<u>ARTICLE III</u>. 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 **Sixty-One Thousand Four Hundred Sixty and no/100 Dollars (\$61,460.00)** 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:

		Boile	er Bins		ewatering sorber Dampe	Spra ers	ay	Dry
Material	\$	5,000.00\$	500.00\$	5	2,800.00			
Labor		25,000.00	D		3,000.00			14,400.00
*Applicable Sales tax_		2,250.00	250.00		1,300.00			
Total Base Bid		\$ 32,250.00	D	\$	3,750.00		\$	18,500.00
Total Base Bid				\$ 54,50	0.00			
Plus Time for 80 Labor hours			ırs	\$6,960.00				
Total Bid					\$6	1,460).0	0

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.

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

<u>ARTICLE V</u>. 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*.

<u>ARTICLE VI</u>. 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.

<u>ARTICLE VII.</u> 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.

HTH COMPANIES, INC.

Attorney for the City

Ву	Date			
Title				
CITY OF GRAND ISLAND, NEBRASKA				
By Mayor	_ Date			
Attest:City Clerk				
The Contract is in due form according to law and hereby approved.				
	Date			

RESOLUTION 2020-208

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

WHEREAS, on August 20, 2020, bids were received, opened and reviewed; and

WHEREAS, HTH Companies, Inc., of Union, Missouri, 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 \$61,460.00; and

WHEREAS, the bid of HTH Companies, Inc., is less than the estimate for Boiler Scaffolding at Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of HTH Companies, Inc., in the amount of \$61,460.00, for Boiler Scaffolding at Platte Generating Station, is hereby approved as the lowest responsible bid.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 8, 2020.

Mike Paulick, Council President

Attest:

Aaron Schmid, Acting City Clerk

Approved as to Form	¤
October 23, 2020	¤ Citv Attornev