



City of Grand Island

Tuesday, September 8, 2020

Council Session

Item G-5

**#2020-209 - Approving Bid Award - Electrostatic Precipitator
Refurbish at Platte Generating Station - Fall 2020 Outage**

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: Electrostatic Precipitator Refurbish – Fall 2020

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

Background

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

The rappers and transformer/rectifiers are controlled by electronic components. To reduce the amount of infiltration currently entering the hot gas flow and increase plant efficiency, the electrostatic precipitator needs to be refurbished during the Fall Outage.

Discussion

Specifications for the Electrostatic Precipitator Refurbish – Fall 2020 were 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 \$250,000.00.

Bidder	Bid Price
Southern Field Luverne, Alabama	\$242,533.00
The Babcock & Wilcox Company Akron, Ohio	\$371,137.00

Bids were reviewed by plant engineering staff. All bidders could comply with the required schedule. The Southern Field bid was otherwise found compliant with the specifications and less than the engineer’s estimate.

Alternatives

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

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

Recommendation

City Administration recommends that Council award the contract for the Electrostatic Precipitator Refurbish-Fall 2020 to Southern Field of Luverne, Alabama, as the low responsive bidder, with the bid in the amount of \$242,533.00.

Sample Motion

Move to approve the bid in the amount of \$242,533.00 from Southern Field for the Electrostatic Precipitator Refurbish-Fall 2020.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 20, 2020 at 2:15 p.m.
FOR: Electrostatic Precipitator Refurbish – Fall 2020
DEPARTMENT: Utilities
ESTIMATE: \$250,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: August 10, 2020
NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>Southern Field</u>	<u>The Babcock & Wilcox Company</u>
	Luverne, AL	Akron, OH
Bid Security:	Atlantic Specialty Ins. Co.	Berkley Ins. Co.
Exceptions:	Noted	Noted
Bid Price:		
Material:	\$ 37,164.16	\$ 37,677.00
Labor:	\$202,581.53	\$330,634.00
Sales Tax:	<u>\$ 2,787.31</u>	<u>\$ 2,826.00</u>
Total Bid:	\$242,533.00	\$371,137.00

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
Ryan Kruse, Production Engineer

P2216



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BID SPECIFICATION PACKAGE

for

ELECTROSTATIC PRECIPITATOR REFURBISH - FALL 2020 OUTAGE

C 129376

Bid Opening Date/Time

**Tuesday, August 11, 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

**Ryan Kruse, Production Engineer
City of Grand Island – Utilities Department
Platte Generating Station
308/385-5496**

Date issued: Monday, July 20, 2020

**ADVERTISEMENT TO BIDDERS
FOR
ELECTROSTATIC PRECIPITATOR REFURBISH - FALL 2020 OUTAGE
FOR
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for the Electrostatic Precipitator Refurbish – Fall 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, August 11, 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)

ELECTROSTATIC PRECIPITATOR REFURBISH – 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 refurbish the existing Joy-Western, hot-side electrostatic precipitator in order to reduce the amount of infiltration currently entering the hot gas flow and increase plant efficiency. The scope of work consists of inspecting, cleaning, repairing, and replacing existing precipitator equipment, FOB the City of Grand Island, freight prepaid, at the following price:

ITEM DESCRIPTION

EXTENDED COST

Base Bid:

Material	\$	_____
Labor	\$	_____
Applicable Sales tax*	\$	_____
Total Base Bid	\$	_____

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

☐ **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.

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

Bidder Company Name Date

Company Address City State Zip

Print Name of Person Completing Bid Signature

Email: _____ Telephone No. _____

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

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

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

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

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

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

CHECKLIST FOR BID SUBMISSION
FOR
ELECTROSTATIC PRECIPITATOR REFURBISH - FALL 2020 OUTAGE

Bids must be received by the City Clerk before 2:00 p.m. on Tuesday, August 11, 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. [Section 3.0]
- ☐ A summary of the experience of the Job Superintendent proposed for this project. [Section 2.0]
- ☐ 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. [Section 5.0]
- ☐ Firm lump sum fixed pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- ☐ A proposed schedule with major tasks/phase [Section 4.0]
- ☐ A site visit [Section 1.3]
- ☐ 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 *ELECTROSTATIC PRECIPITATOR REFURBISH-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:

Base Bid:	\$.00
Sales Tax on Materials/Equipment:	\$.00
Sales Tax on Labor:	<u>\$.00</u>
Total	\$.00

Contractor Tax Option _____.

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 *ELECTROSTATIC PRECIPITATOR REFURBISH-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 **November 17, 2020**.

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

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

[SUCCESSFUL BIDDER]

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

DRAFT

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: **"Electrostatic Precipitator Refurbish-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, **August 11, 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.

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

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

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

All bids must be on the bid form and must be signed and dated to be accepted. If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Ryan Kruse at 308-385-5495, for questions concerning this specification.

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

Electrostatic Precipitator Refurbish – Fall 2020 Outage

Grand Island Utilities Department Detailed Specification

1.0 PROJECT DESCRIPTION

The City of Grand Island is accepting proposals to refurbish the existing Joy-Western, hot-side electrostatic precipitator at Platte Generating Station (PGS). The primary purpose of the contract will be to reduce the amount of infiltration currently entering the hot gas flow and increase plant efficiency.

1.1 EXISTING EQUIPMENT

Platte Generating Station operates with a Joy-Western, hot side precipitator that was commissioned in 1979. The precipitator is used to remove fly ash from the flue gas of a 100MW tangentially fired utility boiler, burning pulverized coal. The precipitator has four chambers with five (5) high-voltage electric fields in each chamber.

Each chamber's electric field is energized by a total of twenty (20) transformer-rectifier (T/R) sets. The high voltage output of each T/R set is connected to high voltage electrodes and distributed through bus ducts on the roof of the precipitator. Each field has two (2) bus sections, individually energized through their own high voltage disconnect (HVD) switches.

The system of high voltage discharge electrodes is suspended within, and insulated from, other systems of uniformly spaced collecting surfaces. The discharge from the electrodes creates an electrostatic field in the gas passages between the collecting surfaces. Oppositely charged dust particles are attracted to the collecting surfaces within the electrostatic precipitator. The collected material is periodically removed from the collecting surfaces by a system of rappers and falls by gravity into the precipitator hoppers.

1.2 LOCATION

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

1.3 SITE VISIT

A site visit is **REQUIRED** prior to bidding. Attachments or drawings can be requested at this time.

1.4 CONTACT

Question regarding this specification and arranging for site visits may be directed to:

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

2.0 SCOPE

The Contractor shall provide all necessary supervision, materials, equipment, and labor to complete the precipitator inspection and refurbishing services at the Platte Generating Station (PGS). The primary purpose of the contract will be to decrease air in-leakage and increase precipitator reliability and efficiency. The scope of work will consist of inspecting, cleaning, repairing, and replacing existing

precipitator equipment. Upon completion of the project, the contractor shall furnish a report that entails completed work, materials used, and recommendations for any further work that needs to be completed.

The contract will be awarded to a single prime Contractor for the full scope of services. The Contractor shall provide a qualified job Superintendent who shall be responsible for coordinating all aspects of the specified scope of work, including but not limited to, subcontractors, materials, and equipment. The job superintendent will also be required to coordinate work with other contractor's onsite and various PGS personnel.

2.1 OUTAGE SCHEDULE

The 2020 PGS Fall Outage is currently scheduled for October 19th – November 19th, 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.

Industrial cleaning on the inside of the precipitator is currently scheduled for October 20th – October 21st, 2020. The schedule as related to the scope of work under this contract is to be as follows:

Prior to October 20th	Complete pre-outage inspection and obtain materials
October 20 th – October 28th	Perform only such work as not to interfere with the precipitator cleaning.
October 28th – November 17th	Full access to work area to perform all required work.
November 17 th	All work is completed, and unit returned to service.

The schedule remains subject to modification based upon the needs of the utility in complying with regulatory agency requirements and overall outage planning. The schedule does not include any provision for weather delays, or other delays beyond the Owner's control, which the Owner will recognize as force majeure for both the Contractor and the Owner. The Owner will extend the outage time on a shift for a shift basis as the only remedy for such delays.

2.2 INSPECTION AND MAINTENANCE

All inspection results shall be thoroughly documented through a combination of written reports, photographic records and graphic mapping. Any major findings that jeopardize the safe ongoing operation of the unit requiring immediate repair shall be reported to the PGS representative daily. The following preventative maintenance activities need to be completed under this contract:

2.2.1 Clean and inspect the topside (support insulator/shaft insulator housing), support insulators (inside and outside), and DE shaft insulators.

Insulators shall be cleaned with a solution of 10 parts water to 1-part distilled vinegar. Do not use petroleum-based cleaning solvents.

2.2.2 Clean and inspect the high voltage and feed through insulator bushings.

2.2.3 Clean and inspect the high voltage bus duct. Inspect the bus bars and their connections. Note any indication of moisture in high voltage bus ducts.

2.2.4 Collect T/R oil samples and submit for testing

Samples shall be taken with equipment and bottles that are absolutely clean and moisture free.

The insulating fluid samples shall be sent to a reliable agency for dielectric strength testing and carbonization. Each sample shall be sent with the following information:

1. Customer's Name: GIUD
2. Plant Location PGS
3. Transformer Manufacturer
4. Transformer Serial Number
5. Transformer rating, voltage, and cycle
6. Sample taken _____ inches above bottom of case or below top of fluid level.
7. Date Sample was taken.

If necessary, add or replace insulating fluid, use only the type specified on the nameplate. Fill through the filling hole in the cover. After refilling, allow the unit to stand for at least 8 hours to permit entrapped air to escape from the windings. Then excite the transformer to approximately 50% of rated voltage for at least 2 hours before placing it in regular service at full voltage.

Sampling shall be completed as directed in the Instructions for WEMCO C and WEMCO C1 Insulating Oils document.

2.2.5 The T/R low voltage junction box shall be cleaned and checked for the following items:

Leakage around the bushings

Loose or damaged wire connectors

2.2.5 Inspect and verify operation of all rappers including:

Check top housing for corrosion, loose/missing bolts or any other damage

Check rapper housings for level

Check electrical connections for damaged/loose connections

Check coil resistivity, short or open circuit, with multi-meter. Coil resistance should be 7 ohms. If coil is shorted, grounded, open, or resistivity is 1 ohm higher or lower than 7 ohms, replace casing/coil assembly.

Remove hammer and inspect wear rings for wear. If worn, replace both rings.

Remove spring from casing and check for free-standing height, and replace if less than 3.5 in.

Inspect casing bore and if scored or pitted replace with new casing/coil.

2.2.6 Repair and Lubricate Interlock Cylinders as follows:

Insert flaked or powdered graphite in slots of cylinder.

Insert material with a squeeze gun containing a high-pressure nozzle to allow full penetration of graphite into lock slot to pre-lubricate lock tumblers.

Repair lock caps and chains as needed. Note missing lock caps.

2.2.7 Internal Inspections and Repairs

Perform an internal inspection of the entire precipitator exterior steel shell to identify cracks and sources of air in-leakage. Internal inspections shall include the inlet and outlet plenums and ducts. Implement weld repairs as authorized by the Owner's representative on a time and material basis.

2.3 KNOWN ISSUES

An inspection of the precipitator was completed in October of 2016. Within this scope of work, it will be the Contractor's responsibility to resolve the following issues recommended by the report.

2.3.1 Electrode Rapper System

Some rappers look to be in poor condition. Need to note any rappers that are not operating properly in the report.

Need to replace all of the (228) rapper grounding straps and clamps.

Need to replace all (228) rapper boot seals

Level and center all rapper guide nipples.

Replace rapper guide gaskets. Modify base to ensure complete seal, as not to allow any air to infiltrate the precipitator.

2.3.2 Access Doors

Replace all rope gaskets on (20) intermediate access doors, HV bus duct access doors, (20) small & (40) large, and (20) doghouse doors. The rope gaskets on all the (8) east and west side access doors, (4) north inlet doors and all ash hoppers shall be replaced.

HV bus duct access doors on T/R sets 1A & 2A south, 1D & 2D south, 3A & 4A south, 3B & 4B south and 3D & 4D south all have cracked viewing windows that need replaced.

The HV bus duct, (20) small and (40) large, access door fastening hardware is becoming corroded, hindering the ability of plant personnel to remove the access doors. The HV bus duct access door fastening hardware shall be replaced with new galvanized hardware and gaskets.

- Note there are 14 bolts on the small, 17"x25" doors, and 24 bolts on the large, 17"x44" doors.

2.3.3 High Voltage Bus Duct

T/R set 3A & 4A north, 3B & 4B south, 1A & 2A south, and 1D & 2D north and south all have corrosion occurring where the HV bus duct connects to the top of the T/R set. These holes need to be sealed with RTV.

T/R set 3C & 4C north has a purge air outlet that is clogged with debris. This debris needs to be removed from the inside out to prevent the debris from getting into the T/R set.

2.4 REPORT

Upon completion of this scope of work, the Contractor shall compile a detailed report through a combination of written descriptions, photographic records, and graphic mapping. The report shall detail the work performed and material used, inspection findings, and recommended future maintenance.

A detailed draft of the report shall be submitted within two (2) weeks of completion of the work for Owner review and discussion. A final report shall be submitted within four (4) weeks of completion of the work. The Contractor shall provide three (3) printed copies in three ring binders and an electronic copy in PDF format.

2.4.1 Work Report

The contractor shall provide a description of the work performed while on site. The description shall be detailed with pictures of the issues found and steps taken to correct the issues.

The contractor shall provide an itemized list of material used while completing this scope of work. The list shall include a part description, manufacturer, part number, and location used.

2.4.2 Inspection Report

The contractor shall note any findings that jeopardize the safe ongoing operation of the unit or require immediate repair. The contractor shall note any findings that may be detrimental to reliable and efficient operation of the precipitator.

Results of the T/R oil samples shall be listed in the report

2.4.3 Recommendations

The report shall include any recommendations such as improvements, modifications, or upgrades that may be beneficial to the future operation of the plant. Any recommendations shall be detailed with scopes of work and budgetary estimates.

3.0 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 provide a list of references for three (3) similar projects with the bid. The Contractor will be expected to perform the work without the assistance of PGS personnel or tools.

4.0 BIDDING

The Contractor shall include in his bid a lump sum not-to-exceed estimate of all costs associated with the scope of work herein. Including, but not limited to all expenses, equipment, labor, mobilization and demobilization, and subcontractors. Please ensure that all bids contain the following as a minimum:

- Project scope/task list
- Schedule of work with major tasks/phase
- List of References
- Explanation of Deviations
- Hardware Specifications
- Lump Sum Pricing
 1. Inspecting
 2. Cleaning
 3. Oil Testing
 4. Replacing Door Gaskets
 5. Replacing Door Hardware
 6. Repair of Known Issues
- Unit Pricing
 1. Rappers
 2. Rapper Springs
 3. Rapper Ware Rings
 4. Rapper Boot Seals
 5. Ground Straps
 6. General Labor Rates
 7. Welding Labor Rates
 8. Insulating Labor Rates
- Additional pricing for work outside this scope

Bids will be evaluated by the Owner based on price, schedule, quality, economy of operation, experience of contractor, and adherence to specification. The primary evaluation factor will be the lump sum price. However, unit pricing will be considered when evaluating price. The owner reserves the right to reject any or all bids, or waive informalities and to accept whichever bid that may be in the best interest of owner, at its sole discretion. Bidders must use the Owner's Bid Data Form when submitting their bid.

4.1 UNIT PRICING

The contractor shall provide unit pricing for all parts and labor necessary to complete the scope of work. An itemized list of all parts included in the estimated total price shall be included in the bid. The list shall have the following fields: part description, manufacturer, part number, and price. The estimate shall also include firm unit pricing for adjustments that may be required for work performed outside of the specified scope of services.

4.2 TERMS AND CONDITIONS

Provide any and all other standard terms and conditions which will be in effect during this completion of this scope of work. Provide a detailed listing of any and all services that are to be provided by others outside the scope of work as covered in the proposal.

4.3 DEVIATIONS

The bid shall provide any explanation of any anticipated deviations from the detailed scope of work.

5.0 SAFETY

The Contractor is 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 space. **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.

When onsite, workers shall wear steel/composite toed boots, hard hats, and safety glasses. Contractor shall follow all applicable OSHA regulations and plant safety regulations. All personnel working onsite will be required to view the plant's safety presentation before commencing work. All personnel shall comply with plant safety regulations and equipment lock out/tag out procedures.

During the course of work, the contractor shall clean up debris daily and remove all unnecessary equipment/material. Upon completion, the Contractor shall leave the premises in a neat and clean condition with respect to his/her own operation.

6.0 INSURANCE

The contractor shall comply with the attached City's insurance requirements.

REQUEST FOR BIDS - SITE CONDITIONS

ELECTROSTATIC PRECIPITATOR REFURBISH-FALL 2020 OUTAGE

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

A site visit may be arranged by contacting Ryan Kruse at 385-5495.

Signature of person visiting site: _____

Signature of Utilities personnel witnessing visit: _____

Date of Visit: _____

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

MINIMUM INSURANCE REQUIREMENTS
CITY OF GRAND ISLAND, NEBRASKA

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

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

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

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

2. BUSINESS AUTOMOBILE LIABILITY

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

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
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3. COMPREHENSIVE GENERAL LIABILITY

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

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

4. UMBRELLA LIABILITY INSURANCE

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

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

5. ADDITIONAL REQUIREMENTS

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

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

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

6. CERTIFICATE OF INSURANCE

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

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **Southern Field Maintenance and Fabrication, LLC.**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *ELECTROSTATIC PRECIPITATOR REFURBISH-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. Southern Field Maintenance & Fabrication, LLC.'s bid signed and dated August 20, 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 **Two Hundred Forty-Two Thousand Five Hundred Thirty-Three and no/100 Dollars (\$242,533.00)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II;

payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid: Materials	\$ 37,164.16
Labor	202,581.53
Sales Tax <u>2,787.31</u>	
Total	\$ 242,533.00

Contractor Tax Option 2.

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 *ELECTROSTATIC PRECIPITATOR REFURBISH-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 **November 17, 2020**.

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

the State of Nebraska.

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

SOUTHERN FIELD MAINTENANCE & FABRICATION, LLC.

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

Attorney for the City

Date _____

RESOLUTION 2020-209

WHEREAS, the City of Grand Island invited sealed bids for Electrostatic Precipitator Refurbish – Fall 2020 Outage, 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, Southern Field of Luverne, Alabama, 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 \$242,533.00.

WHEREAS, the bid of Southern Field is less than the estimate for Electrostatic Precipitator Refurbish – Fall 2020 Outage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Southern Field in the amount of \$242,533.00 for Electrostatic Precipitator Refurbish – Fall 2020 Outage, is hereby approved as the lowest responsible bid.

- - -

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	☐ City Attorney