



City of Grand Island

Tuesday, March 25, 2008

Council Session

Item G5

**#2008-95 - Approving Bid Award - Cooling Tower Rebuild at
Platte Generating Station**

Staff Contact: Gary R. Mader; Wesley Nespor

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Wesley Nespor, Asst. City Attorney/Purchasing

Meeting: March 25, 2008

Subject: Cooling Tower Rebuild – Platte Generating Station

Item #'s: G-5

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

Background

The Platte Generating Station utilizes a cooling tower as part of the plant's cooling water system. The cooling tower is constructed of wood and fiberglass specially treated for constant exposure to water and the outdoor elements. It has been in nearly continuous service since 1982, and major structural repairs are expected after 25 years of operation.

The tower is periodically inspected by specialists, who provide recommendations to its conditions and any possible corrective actions. These corrective actions are normally performed by contractors specializing in furnishing and installing cooling tower components. A recent evaluation recommended replacement of the tower's outside support columns, longitudinal and transverse support girts, and louvers. The plant engineering staff developed specifications for the replacement of these components. They include furnishing all required materials and labor for the project, some of which must be performed during the planned plant maintenance outage scheduled for this April.

Discussion

The specifications for the Cooling Tower Rebuild were advertised and issued for bid in accordance with the City Purchasing Code. Responses were received from the following bidders. The engineer's estimate for this project was \$400,000.00.

Bidder	Bid Price	Adjusted Bid Price
Midwest Towers	\$248,535.00	\$248,535.00
Evap Tech, Inc.	\$246,786.00	\$260,950.54

The bids were reviewed by Utility Engineering staff. The bid from Midwest Towers had no exceptions. The bid from Evap Tech, Inc. took exception to sales tax and payment and performance bonds. Using pricing included in the bid, \$8,240.54 (7% of the material cost of \$117,722) was added for sales tax, and \$5,924 was added for the payment and performance bonds, which were not included in the “as read” bid price. Bid adjustments totaled \$14,164.54. Both bids are less than the engineer’s estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for Cooling Tower Rebuild to Midwest Towers from Chickasha, OK, as the low responsive bidder, in the bid price amount of \$248,535.00.

Sample Motion

Move to approve award of the bid of \$248,535.00 from Midwest Towers for the Cooling Tower Rebuild as submitted.



Working Together for a
Better Tomorrow. Today.

SPECIFICATION PACKAGE 103-08

for

COOLING TOWER REBUILD SPRING 2008

Bid Opening Date/Time

**Tuesday, March 4, 2008 at 11:00 a.m. (local time)
City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island, NE 68802-1968**

Contact

**City of Grand Island – Utilities Department
Platte Generating Station
308/385-5495**

Date issued: February 8, 2008

**ADVERTISEMENT TO BIDDERS
FOR
COOLING TOWER REBUILD SPRING 2008
FOR
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until Tuesday, March 4, 2008 at 11:00 a.m. local time for Cooling Tower Rebuild Spring 2008, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall Council Conference Room #1 located on 1st floor of City Hall. Submit an original and three copies. Bid proposal package is also available on-line at www.grand-island.com under Calendar/Bid Calendar. Bids received after the specified time will be returned unopened to sender.

Bidders are encouraged to schedule a time to discuss the project, review the specification, and tour the cooling tower. The Contractor is required to inspect the cooling tower and verify all dimensions to insure that the work proposed can be accomplished without problems. Claims during construction will not be honored if it is determined that the Contractor could have foreseen the problem during the inspection. This outage date is not guaranteed and could move a few weeks either way.

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.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City Treasurer 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 fourteen (14) 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 in clearly marked and separate envelopes will result in your bid not being opened or considered.** Surety companies authorized to do business in the State of Nebraska must 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 bid for a period of thirty (30) days after date of bid opening.

RaNae Edwards, City Clerk

CHECKLIST FOR BID SUBMISSION
FOR
COOLING TOWER REBUILD SPRING 2008

Bids must be received by the City Clerk before 11:00 a.m. (local time) on Tuesday, March 4, 2008.

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

- ☐ A signed original and three copies of the bidding documents.
- ☐ A reference list of at least three projects of similar scope and for a similar size tower, including a description, name, and phone contact.
- ☐ 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 including, material delivery schedule and preliminary construction schedule.
- ☐ The details of the proposed warranty.
- ☐ Selection of Nebraska Sales Tax Option.
- ☐ Acknowledgment of Addenda Number(s) _____.
- ☐ 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 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.

Please check off each item as completed.

Company

Signature

Telephone No. _____

Fax No. _____

COOLING TOWER REBUILD SPRING 2008
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 such equipment FOB the City of Grand Island, freight prepaid, at the following price:

<u>ITEM DESCRIPTION</u>	<u>EXTENDED COST</u>
Base Bid:	
Material	\$ _____
Labor	\$ _____
Applicable Sales tax*	\$ _____
Total Base Bid	\$ _____

*** If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.0% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.**

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

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.

 Bidder Company Name Date

 Company Address City State Zip

 Print Name of Person Completing Bid Signature

Telephone No. _____ Fax No. _____

☐ By checking this box, Bidder acknowledges there are Exceptions noted to the bid.
NOTE: Any exceptions to specifications must be fully explained on a separate sheet attached to bid.

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 shall be made in the phraseology of the forms. 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.

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.

4. SUBMISSION OF BIDS.

All Bids must be submitted intact not 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 here in. Each Bid 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 his Bid for a period of 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 in 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. Where State Statute requires, certification by a resident agent shall also be provided.

6. RETURN OF BID SECURITY.

Within 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:

Conformance with the terms of the Bid Documents.

Bid price.

Cost of installation.

Suitability to project requirements.

Delivery time.

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 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 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 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.

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.

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 *COOLING TOWER REBUILD SPRING 2008*; 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 the 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, or themselves, and its, his, 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

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the COOLING TOWER BUILD SPRING 2008.

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 **[DATE WORK TO BE COMPLETED]**.

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.

GRATUITIES AND KICKBACKS

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

[SUCCESSFUL BIDDER]

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

Attorney for the City

Date _____



*Working Together for a
Better Tomorrow, Today.*

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 7.0% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Bids shall include the following on the **outside** of the mailing envelope: **"Cooling Tower Rebuild Spring 2008"**. All sealed bids are due no later than **Tuesday, March 4, 2008 at 11:00 a.m. local time**. Submit **an original and three copies** of the bid to:

Mailing Address: City Clerk
City Hall
P. O. Box 1968
Grand Island, NE 68802

Street Address: City Clerk
City Hall
100 E. First Street
Grand Island, NE 68801

Bidders are encouraged to schedule a time to discuss the project, review the specification, and tour the cooling tower. The Contractor is required to inspect the cooling tower and verify all dimensions to insure that the work proposed can be accomplished without problems. Claims during construction will not be honored if it is determined that the Contractor could have foreseen the problem during the inspection. This outage date is not guaranteed and could move a few weeks either way.

Bids will be opened at this time in the City Hall Council Conference Room #1 located on 1st floor of City Hall. Any bid received after the specified date will not be considered. No verbal bid will 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.

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 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 cashiers check, or bid bond payable to the City Treasurer 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 fourteen (14) 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 in clearly marked and separate envelopes will result in your bid not being opened or considered. Surety companies authorized to do business in the State of Nebraska must 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.

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. Please contact Lynn Mayhew at 308-385-5495, for questions concerning this specification.

COOLING TOWER REBUILD SPRING 2008

- A. **SCOPE:** The Contractor shall provide material, labor, equipment, and supervision to replace the outer support columns and louvers on the cooling tower at the Platte Generating Station.
- B. **DESCRIPTION:** The Platte Generating Station is located at 1035 W. Wildwood Drive, two miles south of Grand Island, Nebraska. The Unit 1 cooling tower design is as follows:

TOWER MAKE: Marley
TOWER MODEL NUMBER: 6516-4-05
NUMBER OF CELLS: 5
TOWER DESIGN: Doubleflow – Crossflow
 Built: 1982
 Length: 5 at 40' = 200'
 Width: 54' at basin, 68' at distribution
 Height: 36'
 Height in 6 Foot Increments (Cubes): 5
 Underside of fan deck to top of distribution deck: 6'
 Distribution Deck Width: 16'
 Fan deck width: 68' (fan deck covers distribution decks)

LOUVERS:
 Height: 30'
 Vertical spacing: 3'
 Dimensions: 12 oz. x 42" x 8' 3".
 Number per run: 10
 Offset: Sloped

FILL:
 Type: 6" wide modified "T-bar", parallel to airflow.
 Vertical spacing: 8"
 Horizontal spacing: 12"
 Air Travel: 16'
 Number of decks in louver area: All
 Basin curb to bottom fill support: -6"

RISERS:
 Number: 2
 Location: North end
 Diameter: 42"

COLD WATER BASIN:
 Distance Above Grade: 1'
 Water Depth: 4'
 Basin Depth: 5'

TEMPERATURE PARAMETERS:
 Hot Water: 105 deg F
 Cold Water: 85 deg F
 Wet Bulb: 75 deg F
 Flow Rate: 56500 gpm

FAN DECK:
 Net Thickness: 1 1/8" plywood, plus 1/2" plywood overlay.
 Joist Size: 2" x 6", transverse, doubled on columns, plus one between = 2' on center (O.C.).
 Joist Support Size: 2" x 4", longitudinal, doubled on columns, 8' O.C.

FAN STACK:
 Type: Marley, glass reinforced polyester plastic (GRP), velocity recovery (V.R.), vertical ribs.
 Height: 18'
 Diameter: 28'
 Hole in Deck: 31'

MECHANICAL:
 Motor:
 Manufacturer: Siemens Allis (except cell E - WEG).
 HP: 200/50
 Volts: 460
 Amps: 230/86
 RPM: 1785/890
 Service Factor: 1.0
 Frame Size: 447 T

Gear:
 Make: Amarillo
 Model: Double reduction.

Fan:
 Make: Hudson
 Diameter: 28'
 Number of Blades: 8
 Blade Material: GRP
 Seal Diameter: 6'

Shaft:
 Make: Marley
 Diameter: 6"

- C. SCOPE OF WORK: The Contractor shall provide material, labor, equipment, and supervision to:
 Replace 100% transverse water level basin girts, c/w 304SS bolting and splice blocks.
 Replace 100% longitudinal water level basin girts, c/w 304SS bolting and splice blocks.
 Complete inspection of all anchor castings and associated bolting.
 While online replace outer structural columns and louvers on the cooling tower as follows:

1. Replace supporting members with new fire retardant pressure treated wood.

- a. All lumber used in the repair of the cooling tower shall be pressure treated West Coastal Region Douglas Fir. Lumber grades shall be in accordance with Cooling Tower Institute STD-114, noting boxed heart lumber, as defined in section 6.1 of CTI STD-114, will not be allowed. All lumber shall be pressure treated in accordance with CTI Bulletin WMS-112 with a solution of Chromated Copper Arsenate of sufficient strength, applied pressure and duration to obtain a minimum of 0.4 pounds per cubic foot (as oxides) retention, as verified by sample borings. Boring sample reports, treatment reports and solution analysis reports shall be maintained and available upon owner request.
- b. The structural members must meet the environmental loads of ASCE-7, 60psf deck load on the fan deck, and 30 psf wind load. A complete set of load calculations shall be supplied for the wood members used in the repair. The calculations shall be stamped by a registered Nebraska Professional Engineer.
- c. All hardware shall be 304 stainless steel.
- d. Reuse anchor castings, unless broken or will not function as designed.

2. Louvers

- a. Louvers shall be replaced with ACB louvers.
 - b. The louvers shall be supported from the main cooling tower structure by pressure treated West Coastal Region Douglas Fir. The system shall be designed so the louvers rest on the top surface of the support arms. The supporting of the louvers from the underside of the louver arms shall not be allowed.
 - c. The support arms shall be attached to the structure near its center by a tie arm. The tie arm shall be fabricated from a nonferrous material such as stainless steel, glass reinforced polyester or polypropylene. The use of bent rod shall not be allowed. The design of the tie arms shall include wiper blades to preclude the flow of water down the arm. The tie arms shall be attached to the main structure by stainless steel hardware.
 - d. The design shall include seals at the end walls and the partition line.
3. New air seals constructed of treated fir plywood and copper flashing shall be supplied at the base of the louvers to the operating basin depth, to match the existing to prevent air by-pass at the louver face.
4. The Contractor shall legally dispose of all construction debris off site in an approved landfill. Documentation shall be provided

- D. WARRANTY: The Contractor shall warrant the material and workmanship used in the cooling tower rebuild against manufacturing, fabrication, and installation defects for a minimum of one year from the date placed in-service by the City. Details of all proposed warranties shall be submitted with the bid.
- E. EQUIPMENT AND SERVICES PROVIDED BY THE CITY: The City will provide 120 v. power within 20 feet of the cooling tower, a drinking water source, coordination of equipment tagout, and the specific items listed above.
- F. MATERIALS, EQUIPMENT, AND SERVICES PROVIDED BY THE CONTRACTOR: The Contractor shall provide all material, freight, equipment, labor, personnel protective equipment, tools, consumables, and supervision to fully perform the specified work without the assistance of City personnel. The Contractor is responsible for arranging disposal of debris and for temporary restroom facilities.

- G. **QUALIFICATIONS:** The Contractor shall be a firm specializing in the installation, maintenance, repair, and rebuilding of induced draft cooling towers used in the power generation industry. A reference list of projects of similar scope and complexity shall be provided with the Bid.
- H. **FIELD SUPERVISOR:** The Contractor shall provide an on-site supervisor to direct all rebuild work. The supervisor shall be thoroughly familiar and experienced with projects of similar scope, and will be expected to fully perform the work without the assistance of Platte Generating Station personnel or equipment. A summary of the experience of the service supervisor proposed for this project shall be provided with the Bid.
- I. **SCHEDULE:** It is planned that the City will shut down for 1 week from April 3, 2008 to April 10, 2008 for annual plant maintenance, entrance into the basin will not be able to occur until April 5th, 2008. If the rebuild is scheduled to take longer than the shutdown, then rebuild must continue during operation by isolating one cell at a time. The columns below the waterline will need to be replaced during the outage. If all columns cannot be replaced during the time the basin is drained then columns will need to be replaced above the waterline and then during another outage when the basin is drained have the columns replaced below the waterline. A platform will need to be built above the water line to prevent materials dropping into the basin during operation.

Bidders are encouraged to schedule a time to discuss the project, review the specification, and tour the cooling tower. The Contractor is required to inspect the cooling tower and verify all dimensions to insure that the work proposed can be accomplished without problems. Claims during construction will not be honored if it is determined that the Contractor could have foreseen the problem during the inspection. This outage date is not guaranteed and could move a few weeks either way.

Access to the City will be available at all times and the Contractor may determine working hours, however, the City staff will only be available during normal, daytime, weekday working hours.

The Contractor shall include with the bid a material delivery schedule and a preliminary construction schedule. No later than sixty days prior to the scheduled start of the outage the Contractor shall furnish the City with a detailed CPM schedule showing the overhaul activities, job duration, job start and finish dates, and manpower.

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 rather than request entry and exit each trip. There is a \$25.00 charge for all access cards that are not returned when the job is completed.

- J. **SAFETY:** The Contractor shall comply with all applicable OSHA regulations and with City welding/burning permit procedures. No smoking is permitted within 50 feet of the cooling tower.
- K. **SERVICE RATES:** The Contractor shall include a firm lump sum price for providing the specified materials, labor, supervision, expenses, and all other standard terms and conditions which will be in effect during the project. The Bid shall also include firm unit pricing for additions or changes that may be required outside of the specified scope.

The Platte Generating Station is NOT tax exempt and is subject to 7.0% sales tax. See the Nebraska Department of Revenue web site at www.revenue.state.ne.us for contractor's tax information.

- L. **INVOICING:** When equipment and similar goods are purchased that cannot immediately be put into operation, the City reserves the right to withhold from payment of such invoice retainage of 10% of the amount pending approval of the operation of such equipment and/or goods. The retainage shall be paid after it is verified that the construction is completed and the tower operates satisfactorily.
- M. **SUBMITTALS REQUIRED:**
1. Contractor shall submit the following documentation for review with the bid:
 - a. References for at least 3 projects of a similar scope and for a similar size tower, including a description, name, and phone contact.
 - b. Superintendent's experience summary.
 - c. Material delivery schedule and preliminary construction schedule.

- d. Details of the proposed warranty.
- e. Firm lump sum pricing.
- f. Firm unit pricing for changes or additions.

- 2. No later than 90 days before the start of the outage the Contractor shall submit the following:
 - a. Number of office and tool trailers, power requirements for the trailers, and power requirements for the tower workers.
 - b. Detailed CPM schedule for material delivery and for all work.

N. CONTACT: To arrange for a visit for any questions regarding this specification, contact Lynn Mayhew at the Platte Generating Station, telephone 308-385-5495.

O. ATTACHMENTS:

- a. Marley Cooling Tower Co. drawing 72-3886 is attached for reference
- b. Marley Cooling Tower Co. drawing 71-392 is attached for reference
- c. Marley Cooling Tower Co. drawing 75-42434 is attached for reference
- d. Marley Cooling Tower Co. drawing 75-42284 is attached for reference
- e. Marley Cooling Tower Co. drawing 79-4269 is attached for reference
- f. Marley Cooling Tower Co. drawing 79-4276 is attached for reference
- g. Marley Cooling Tower Co. drawing 79-4728 is attached for reference
- h. Marley Cooling Tower Co. drawing 79-4729 is attached for reference
- i. Marley Cooling Tower Co. drawing 79-4255 is attached for reference
- j. Marley Cooling Tower Co. drawing 71-3408 is attached for reference
- k. Marley Cooling Tower Co. drawing 79-3281 is attached for reference
- l. Marley Cooling Tower Co. drawing 79-4149 is attached for reference
- m. Marley Cooling Tower Co. drawing 79-2280 is attached for reference
- n. Marley Cooling Tower Co. drawing 79-3208 is attached for reference

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

MINIMUM INSURANCE REQUIREMENTS**CITY OF GRAND ISLAND, NEBRASKA**

The Bidder shall take out, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect himself and the interests of the City against all hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations to the fullest extent possible and provide no exclusions relative to any aspect of the work being performed for the City. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City but regardless of such approval, it shall be the responsibility of the Bidder to maintain adequate insurance coverage at all times. Failure of the Bidder to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

1. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State worker's compensation laws. The Bidder shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" endorsement.

The liability limits shall not be less than the following:

Workers' Compensation	Statutory
Employer's Liability	\$100,000 each person
	\$100,000 per disease
	\$500,000 policy limit

2. COMPREHENSIVE AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder against all claims for injuries to members of the public and damage to property of others arising out of any act or omission of the Bidder, his agents, employees or subcontractors.

The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 combined single limit each occurrence
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3. COMPREHENSIVE GENERAL LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder against all claims arising from injuries to members of the public or damage to property of others arising out of any action or omission of the Bidder, his agents, employees or subcontractors.

If the Bidder's work involves construction of sanitary sewers, storm sewers or water mains, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings or damage to underground property.

The liability limits shall be not less than the following:

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

4. **OWNER'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE**

The Bidder shall purchase and maintain owner's protective liability and property damage insurance issued in the name of the City, which shall protect the latter against any and all claims which might arise as a result of the operations of the Bidder or his subcontractors or the City and its agents and employees in fulfilling this Contract during the life of the Contract. The minimum amounts and coverage of such insurance shall be the same as required for comprehensive general liability. This policy shall be filed with the City.

5. **UMBRELLA LIABILITY INSURANCE**

This insurance shall protect the Bidder against claims in excess of the limits provided under workers' compensation and 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.

If the Bidder's work involves construction of sanitary sewers, storm sewers or water mains, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings or damage to underground property.

The liability limits shall not be less than the following:

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

6. **ADDITIONAL REQUIREMENTS**

The City may require insurance covering a Bidder or subcontractor in character and 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.

7. **PROOF OF CARRIAGE OF INSURANCE**

Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. **The certificates shall show the City as "Additionally Insured" for all coverages except Workers' Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy covered thereby is changed or cancelled (strike the "endeavor to" wording often shown on certificate forms).**

ATTACHMENTS:

1. Marley Cooling Tower Co. drawing 72-3886 is attached for reference
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13. Marley Cooling Tower Co. drawing 79-2280 is attached for reference
14. Marley Cooling Tower Co. drawing 79-3208 is attached for reference

If the drawings are not attached, please contact the Engineer for a copy

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **MIDWEST TOWERS, 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 *COOLING TOWER REBUILD SPRING 2008*; 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 the 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, or themselves, and its, his, 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. MIDWEST TOWERS, INC.'s bid signed and dated March 3, 2008.

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-Eight Thousand Five Hundred Thirty-Five and no/100 Dollars (\$248,535.00)** 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:	\$ 83,959.00
Base Bid-Labor:	158,699.00
Sales Tax	<u>5,877.00</u>
Total	\$ 248,535.00

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the COOLING TOWER BUILD SPRING 2008.

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 **April 30, 2008**.

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.

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.

MIDWEST TOWERS, INC.

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 _____

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

AMENDED
BID OPENING

BID OPENING DATE: March 4, 2008 at 11:00 a.m.

FOR: Cooling Tower Rebuild Spring 2008

DEPARTMENT: Utilities

ESTIMATE: \$400,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: February 12, 2008

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>Evap Tech, Inc.</u> Lenexa, KS	<u>Midwest Towers</u> Chickasha, OK
Bid Security:	Western Surety Company	Mid-Continent Casualty Co.
Exceptions:	Noted	None
Bid Price:	\$246,786.00	\$248,535.00

cc: Gary Mader, Utilities Director
Lynn Mayhew, Utilities Dept.
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Wes Nespor, Assist. City Attorney
Jeff Pederson, City Administrator

P1232

RESOLUTION 2008-95

WHEREAS, the City of Grand Island invited sealed bids for Cooling Tower Rebuild – Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on March 4, 2008, bids were received, opened and reviewed; and

WHEREAS, Midwest Towers of Chickasha, Oklahoma, 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 \$248,535.00; and

WHEREAS, the bid of Midwest Towers is less than the estimate for the Cooling Tower Rebuild – Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Midwest Towers of Chickasha, Oklahoma in the amount of \$248,535.00 for Cooling Tower Rebuild – 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, March 25, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk