



Working Together for a
Better Tomorrow. Today.

SPECIFICATION PACKAGE

for

PLATTE GENERATING STATION COOLING TOWER FIRE PROTECTION

Bid Opening Date/Time

Thursday, February 25, 2010 @ 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
308/385-5496

Date issued: February 4, 2010

**ADVERTISEMENT TO BIDDERS
FOR
PLATTE GENERATING STATION COOLING TOWER FIRE PROTECTION
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 Thursday, February 25, 2010 at 11:00 a.m. local time for Platte Generating Station Cooling Tower Fire Protection, 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/City Clerk. 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 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

PLATTE GENERATING STATION COOLING TOWER FIRE PROTECTION

Bids must be received by the City Clerk before 11:00 a.m. on Thursday, February 25, 2010.

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 complexity, including a description, name and phone contact.
- A summary of the experience of the service supervisor 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.
- A description of the system proposed, including equipment, controls, alarms and operation.
- 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. _____

PLATTE GENERATING STATION COOLING TOWER FIRE PROTECTION
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.
- By checking this box, Bidder acknowledges the specified completion date of the project is **September 1, 2010**.

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.



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: **“Platte Generating Station Cooling Tower Fire Protection”**. All sealed bids are due no later than **Thursday, February 25, 2010 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

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

Platte Generating Station Cooling Tower Fire Protection **Detailed Specifications**

SCOPE: The Contractor shall furnish all engineering, equipment, labor, licensing, permits and material necessary to install fire protection sprinklers, heat detection, activation of the system, and trouble alarms in the control room at the Platte Generating Station.

LOCATION: The Platte Generating Station is located at 1035 W. Wildwood Drive, two miles south of Grand Island, Nebraska. The cooling tower is a 5 cell cross flow tower located on the southern part of the property.

CODES AND STANDARDS: The Fire Protection system design, materials, testing inspection, and documentation shall conform to applicable portions of the latest issue of the following adopted and published codes and standards, except where more stringent requirements are specified by owner.

- National Fire Protection Association (NFPA)
- National Electric Code (NEC)
- Code of Federal Regulations (CFR)
- National Electric Manufacturers Association (NEMA)
- American Society of Mechanical Engineers (ASME)
- American Society of Testing and Materials (ASTM)
- American Welding Society (AWS)
- American Institute of Steel Construction (AISC)
- Factory Mutual Standards (FM)
- Laboratories (UL) Underwriters

The following work scope was developed under the guidelines of NFPA-13, NFPA-214, NFPA-72, NFPA 850, FM Global and Best Practicing Standards for coal fired generating stations.

SUBMITTALS:

1. Contractor shall submit the following documentation for review with the bid:
 - References for at least 3 projects of a similar scope, including a description, name, and phone contact.
 - A proposed construction/test schedule.
 - A description of the system proposed, including equipment, controls, alarms, and operation.
 - A summary of the experience of the superintendent for this project.
2. Contractor shall submit the following documentation after contract award:
 - Working drawings shall be submitted to the plant for review, comment, and for submittal to Factory Mutual prior to construction. Work shall not proceed until drawings are approved. Plans shall be drawn to scale and shall include the details necessary to indicate clearly all of the equipment and its arrangement.
 - Plans shall include a note listing the types of materials used in the system.
 - No later than ten days after drawing approval the Contractor shall furnish the Owner with a detailed schedule showing activities, job duration, job start and finish dates, and manpower.
3. Prior to equipment start-up the Contractor shall submit 5 copies of an Operation & Maintenance manual and 1 copy of all drawings for the system.
4. After the equipment has been successfully tested and accepted the Contractor shall submit 5 copies of complete, as-built drawings for the entire system and any revisions to the Operation & Maintenance manuals.
5. The Operation & Maintenance manuals shall include the following:
 - A system description.
 - Component data sheets for all field devices.
 - Bill of materials with customer equipment number column.
 - Mechanical outline drawings.
 - Electrical interface drawings for external terminations.

- Electrical schematics for internal wiring.
- Logic diagrams.

WORK SCOPE: Hydro calculations shall be performed to determine water flow requirements and proper zoning. Piping arrangements, sway bracing and mounting details shall be provided with submittals. Criteria for system design shall be as follows.

1. Design, provide and install complete sprinkler systems to provide adequate area fire protection for the five cell cross flow cooling tower, only having sprinklers and heat detection at each gear box and fan motor. The tower will remain in service during installation, a cell can be isolated to aid in the installation of the fire sprinkler system.

System Requirements

1. Provide and install a dry-pipe deluge system from a new building (provided by others) and header running from the 12" fire main that will be stubbed up 36" inside the building:
 - OS&Y valve with tamper alarm.
 - Automatic drain system.
 - Check valve.
 - Electric release solenoid.
 - Manual release pull station.
2. Schedule 40 galvanized pipe with galvanized hangers, supports, and bracing.
3. Exposed pipe threads and bolts on fittings shall be protected against corrosion or be corrosion resistant.
4. Where piping is supported from structural members of the cooling tower, the attachment shall be made so that the structural member is not split or otherwise damaged.
5. Remote manual release valve shall be located east of the cooling tower in a new building. The deluge valve and local panel will also be located in this building.
6. Pneumatically and hydraulically operated systems shall be supervised in a manner such that failure will result in positive notification of the abnormal condition, unless the failure results in operation of the water spray system.
7. Where piping is supported from structural members of a cooling tower, the attachment shall be made so that the structural member is not split or otherwise damaged.
8. Remote manual release valves shall be conspicuously located and accessible during a fire emergency.
9. A water discharge outlet activated by a listed electrical heat detector shall be provided over each fan drive motor and fan gear box, located so that it is not within the protected area of the tower.
10. Water supply shall be adequate to supply all discharge outlets in the two most remote hydraulically demanding adjacent systems on a system designed with two or more deluge systems.
11. Actuation of the valve shall be by linear heat detection wire.
12. An alarm horn and strobe shall be installed on the outside of the building housing the deluge valve and fire control panel.
13. A local panel (general and trouble alarm) shall be installed at the valve station with contacts for connection to the plant fire alarm system by others.
14. Installation Components and Materials
 - Deluge valves shall be manufactured by Viking
 - Pipe shall be schedule 40 galvanized
 - Hangers struts fittings and couplings shall be galvanized or stainless steel
 - OS&Y valves shall be manufactured by Kennedy
 - Spray nozzles shall be manufactured by Viking

TESTING AND FINAL ACCEPTANCE: The system shall be flushed and tested in accordance with NFPA 13. Final acceptance will be subject to satisfactory review of the working drawings and field examination of the completed installation by the Owner and a Factory Mutual engineer with verification of water supplies and receipt of the completed Contractors Material and Test Certificate for installed system.

TRAINING: Training for plant personnel shall be conducted by certified technicians on the system both mechanical and electrical.

FIELD SUPERVISOR: The Contractor shall provide an on-site service supervisor to direct all work who shall be thoroughly familiar and experienced with projects of similar scope. A summary of the experience of the service supervisor proposed for this project shall be provided with the bid.

MATERIALS, EQUIPMENT, AND SERVICES PROVIDED BY THE OWNER: The Owner shall provide permanent power to the Contractor's control panel, connections between the new control panel and the station Control Room, and construction power.

MATERIALS, EQUIPMENT, AND SERVICES PROVIDED BY THE CONTRACTOR: The Contractor shall provide all required hand tools, hoists, scaffolding, consumables, and all other equipment and materials necessary to completely perform the work. The Contractor shall furnish a portable toilet for use by his crew.

SAFETY: The Contractor shall follow all applicable OSHA regulations and plant safety regulations. There shall be no welding or smoking within 50 feet of the cooling tower.

SCHEDULE: All work should be completed no later than **September 1, 2010**. The Contractor shall include a construction schedule with the bid and a proposed completion date.

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

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 for each trip. There is a \$25.00 charge for each access card that is not returned when the job is completed.

QUALIFICATIONS: The Contractor shall be a firm specializing in installing fire protection systems in industrial locations. Reference contacts of at least three recent projects of similar scope shall be furnished with the bid.

SERVICE RATES: The Contractor shall include in the Bid a firm lump sum price, including 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 adjustments that may be required for work outside of the specified scope of services.

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.

CONTACT: Questions regarding this specification may be directed to Lynn Mayhew at the Platte Generating Station, telephone (308) 385-5495.

ATTACHMENTS:

- LD&B Fire System FP1

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

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.

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.	Suitability to project requirements.
Bid price.	Delivery time.
Cost of installation.	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.

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 *PLATTE GENERATING STATION COOLING TOWER FIRE PROTECTION*; 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

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

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

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 **MAY 1, 2010**.

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.

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 _____

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 be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
---------------------------------	----------------------------------

3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not 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 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.**