

**ADVERTISEMENT TO BIDDERS  
FOR  
CONCRETE PAVEMENT & STORM SEWER REPAIR 2010  
FOR  
STREET DIVISION  
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids will be **received at the office of the City Clerk**, 100 East First Street, P.O. Box 1968, Grand Island, Nebraska, 68802, until 2:30 pm (local time) on March 2, 2010, for **Concrete Pavement & Storm Sewer Repair 2010** for the City of Grand Island. Bids will be publicly opened at this time in Conference Room #1, located on the first floor of City Hall. Bids received after the specified time will be returned unopened to sender.

Bids shall be submitted on forms which will be furnished by the City. Submit the original plus one copy. Each bidder shall submit with his 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 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 in clearly marked and separate envelopes will result in your bid not being opened or considered. Bid bonds must be issued by surety companies authorized to do business in the State of Nebraska.

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. Every public contractor and their 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.

Successful bidder shall comply with the City's insurance requirements. Successful bidder shall maintain a Drug Free Workplace Policy.

Bids will be evaluated by the Purchaser based on price, quality, adherence to schedule, specification, economy and efficiency of operation, experience and reputation of bidder, ability, capacity, and skill of the bidder to perform the contract.

The Purchaser reserves the right to reject any or all bids, to waive technicalities, and to accept whichever bid that may be in the best interest of the City at its sole discretion.

No bidder may withdraw said bid for a period of 45 days after date of bid opening.

Specifications for use in preparing bids may be obtained from the Street Division located at 1111 W. North Front Street, Grand Island, NE.

RaNae Edwards  
City Clerk

**INSTRUCTIONS TO BIDDERS  
CONCRETE PAVEMENT & STORM SEWER REPAIR 2010**

**STREET DIVISION  
CITY OF GRAND ISLAND, NEBRASKA**

EXCEPTIONS TO SPECIFICATIONS: Each bidder shall carefully check all requirements herein set forth and shall offer items which fully comply with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein his items offered do not meet these specifications. Such exceptions as are made shall be listed by page number in the following blanks and shall be marked in ink on the pages of these specifications. If additional space is required for exception explanation, please reference and attach a letter to the bid. Reference shall not be made to other attachments for exceptions and supplementary terms. Failure to outline such exceptions as specifically stated herein will require the successful bidder to comply with these specifications. In case of conflict between the bid and these specifications, these specifications shall govern unless specific exceptions are listed by the bidder.

Exceptions to specifications, pages \_\_\_\_\_

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SUBMISSION OF BIDS: All bids shall be submitted using the City's bid form. Submit the original plus one copy. Bid shall be addressed to the City Clerk and plainly marked, **"BID FOR CONCRETE PAVEMENT AND STORM SEWER REPAIR 2010"**.

INSURANCE COVERAGE: The Contractor shall purchase and maintain at his expense as a minimum insurance coverage of such types and in such amounts as are specified herein to protect Contractor and the interest of Owner and others from claims which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of Contractor to maintain proper insurance coverage shall not relieve him of any contractual responsibility or obligation.

BASE BID: The bidder is expected to base his bids on materials and items complying fully with these specifications, and in the event he names in his bid materials or items which do not conform, he will be responsible for furnishing materials and items which fully conform at no change in his bid price.

BIDDER QUALIFICATION: Bids will be received only from qualified bidders. A bidder will be considered qualified if he is a recognized contractor with significant experience in performing work similar to that specified herein and has previously completed similar work of equal or greater quantity than that specified herein. If requested, the Bidder shall supply experience data. Such data will be used to assist in determining the qualifications of the Bidder. Bidder must comply with all applicable Federal, State and Local rules and regulations.

CHECKS OR BID BONDS: Checks or bid bonds of the unsuccessful bidders will be returned when their bids have been rejected and not to exceed 45 days from the date bids are opened. All bids shall remain in force for this 45-day period. The check or bid bond of the successful bidder will be returned when the Contracts are signed by both parties. Should the Purchaser make an award to a Contractor who refuses to enter into Contract

within 15 days after notification of acceptance, then the bid security which has been deposited with the Purchaser will be forfeited to the Purchaser as liquidated damages.

TAXES: The City of Grand Island is exempt from paying local City and State Sales Tax. Refer to Exempt Sale Certificate enclosed for your information. Contractor must pay any other tax which might be applicable.

REQUESTS FOR PAYMENT: The City of Grand Island will make payments only after approval at regularly scheduled City Council meetings. These meetings typically occur the second and fourth Tuesday each month. Requests for payment must be received no less than ten working days prior to the designated meeting to allow proper review and consideration. Payments will only be made after final completion of the work to the City's satisfaction unless otherwise stated in the bidding documents.

REQUEST FOR INTERPRETATION: If any person, contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the specifications or other proposed Contract documents, he may submit to the Purchasing Department a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum only issued and/or delivered to each person receiving a set of such documents. The addenda upon closing shall become a part of the Contract. The Purchasing Department will not be responsible for any other explanation or interpretation of the proposed documents.

TIME OF COMPLETION: The terms of this Contract shall expire December 31, 2010.

CLEANING UP: The Contractor shall maintain a clean and safe work area while on site.

ADDENDA: Any addendum to the specifications issued during the time allowed for preparation of bids shall be covered in the bid and shall become a part of the specifications. One copy of each addendum issued before the date of the letting will be sent to all bidders. One signed copy is to be returned immediately to the Purchasing Department (or other department if so designated in the Addendum) as acknowledgement of receipt.

MODIFICATION OF BIDS: Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted at any time prior to the final time set for receiving bids. Bidders may modify or withdraw bids by Fax communication at any time prior to the time set for receiving bids provided this instruction is positively identified. Any Fax modification should not reveal the amended bid price but should provide only the addition, subtraction or other modifications. A duly-executed document confirming the Fax modification shall be submitted within three days after bids are opened.

BID DATA: Bidders shall submit bid data, if required, on items offered in the Bid by filling in one set of data sheets supplied by the Street Division. The bid sheets shall be filled out legibly in ink to permit reproduction.

BIDDER SECURITY: Bidder security, when required, shall be enclosed in a special separate envelope marked, "**BIDDER SECURITY/BID FOR CONCRETE PAVEMENT AND STORM SEWER REPAIR 2010**". The envelope shall contain only a cashier's check, certified check or bidder's bond.

**This special envelope shall be attached to a sealed envelope containing the bid and any other bid materials. This second envelope shall be "BID FOR CONCRETE PAVEMENT AND STORM SEWER REPAIR 2010" and be addressed to the City Clerk.** Bids of an incomplete nature or subject to multiple interpretation may, at the option of the Purchaser, be rejected as being irregular.

**FINANCIAL STATEMENT:** The bidder shall furnish upon request a complete financial statement signed by the bidder, if an individual, by all partners if the bidder is a partnership or, by the President or Secretary if the bidder is a corporation.

**DRUG FREE WORKPLACE POLICY:** Bidders shall furnish, upon request, a copy of their Drug Free Workplace Policy.

**EQUAL EMPLOYMENT OPPORTUNITY:** The Contractor agrees that during the performance of this Contract not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, disability, age or national origin, and to comply with Executive Order 11,246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor, and Chapter 20 of the Reissue Revised Statutes of the State of Nebraska.

**LB 403:** Every public contractor and their 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.

**LOCAL CONDITIONS:** Each bidder shall have an authorized representative visit the site of the work and thoroughly inform himself of all conditions and factors which would affect the work and the cost thereof, including the arrangement and conditions of existing or proposed structures affecting or affected by the proposed work; the procedure necessary for maintenance of interrupted operation; the availability and cost of labor and facilities for transportation, handling and storage of materials and equipment.

It must be understood and agreed that all such factors have been investigated and considered in the preparation of every bid submitted. No claims for financial adjustment (to any Contract awarded for the work under these Specifications and documents) will be permitted by the City, which are based on lack of such prior information, or its effect on the cost of the work.

**SPECIFICATIONS  
CONCRETE PAVEMENT & STORM SEWER REPAIR 2010**

**STREET DIVISION  
CITY OF GRAND ISLAND, NEBRASKA**

**DESCRIPTION OF WORK:** The work to be performed under the provisions of these specifications consists of furnishing all materials, equipment, tools and performing all necessary labor to repair street pavements, sidewalks, curbs & gutters and storm sewer facilities at various locations throughout the City. All work will be constructed to standard City specifications. Any subject not covered in these specifications will be governed by the General Specifications of the City of Grand Island.

**INCREASED OR DECREASED QUANTITIES OF WORK:** The Street Division reserves the right to alter the quantities of contract items for which there are bid prices.

**MAINTENANCE OF TRAFFIC:** The Contractor shall conduct the work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close streets, driveways or walks, whether public or private, the Contractor shall, at Contractor's expense, provide and maintain suitable and safe detours or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them.

**STREET CLOSING:** In the event it is deemed necessary for the Contractor to close any streets during the execution of said work, the Contractor shall notify the Street Division 72 hours in advance. This is not required in an emergency situation.

**BARRICADES AND WARNING SIGNS:** The Contractor shall provide and maintain barricades, danger and warning signs, and shall take every reasonable precaution to prevent accidents.

**REMOVALS AND CONSTRUCTION:** Removal and construction shall be to the lines and grades established by the Street Division. Removal shall include disposal of removed materials.

**CONCRETE MIX:** Concrete used shall be 47-B (modified), 6-1/2 sack, Portland Cement Concrete, modified by replacing 15% of the cement per cubic yard with 100 pounds fly ash and using a water reducing admixture in accordance with the manufacturer's recommendations of dosage rates. All ingredients utilized in this mix will be Nebraska Department of Roads approved. Aggregate gradations will follow NDOR specifications. With the exception of cement and fly ash, the ingredients are subject to adjustment to provide the appropriate air content and slump as well as proper yield.

**REMOVE 6" & REPLACE WITH 7" PCC PAVEMENT:** Removal of pavement shall include remove of integral curb. The replacement pavement shall be at least 1 inch thicker than the removed pavement but never less than 7 inches thick.

**INTEGRAL CURB:** Integral curb will be constructed in those locations where integral curb was removed.

**REMOVE AND REPLACE CURB AND GUTTER:** Curb and gutter shall be constructed as per Standard Plan Drawing #105 less the key joint and dowel. The style of curb shall match existing and the flow line of the gutter shall be maintained.

**REMOVE AND REPLACE SIDEWALK:** Sidewalk will be removed only as designated by the Street Division.

**ADA HANDICAP CURB RAMPS:** Whenever concrete work is performed at a location where a ramp is required by the American with Disabilities Act, ramps shall be constructed in accordance with ADA requirements. Cast iron or EZ Set polymer concrete plates, rust colored, with truncated domes shall be used.

**CONCRETE TEST CYLINDERS:** Test cylinders may be taken at the direction of the Street Division in accordance with ASTM Standard # C-192.

**ASPHALT:** The Contractor shall use extreme care to remove or disturb only the asphalt surfacing that is absolutely necessary. Asphalt will be replaced by the City Street Division.

**CLEAN-UP:** Upon completion of the work, the Contractor shall clean the street and right-of-way of all rubbish, excess material, false-work and equipment so as to leave the area in a neat and presentable condition.

**COOPERATION OF THE CONTRACTOR:** The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Street Division in every way possible.

**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
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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 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.**

**CONTRACTOR'S BID  
FOR  
CONCRETE PAVEMENT & STORM SEWER REPAIR 2010  
FOR  
STREET DIVISION  
CITY OF GRAND ISLAND, NEBRASKA**

TO THE MEMBERS OF THE COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA

THE UNDERSIGNED BIDDER, having examined the specifications, general and special conditions, and other proposed contract documents, and being acquainted with and fully understanding (a) the extent and character of the work covered by this Bid, (b) the location, arrangement, and specified requirements for the proposed work, (c) the location, character and condition of existing streets, roads, highways, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations, both surface and underground which may affect or be affected by the proposed work, (d) the nature and extent of the excavations to be made and the handling and re-handling of excavated materials, (e) the location and extent of necessary or probable dewatering requirements, (f) the difficulties and hazards to the work which might be caused by storm and flood water, (g) local conditions relative to labor, transportation and hauling, and (h) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, and tools, to perform all necessary labor and supervision, and to construct, install, erect, equip and complete all work stipulated in, required by and in accordance with the contract documents and specifications for and in consideration of the following prices:

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total Cost</u>
1.	Remove 6" & replace with 7" concrete pavement (less than 6.0 s.y.)	40	Sq. Yd.	\$ _____ /sy	\$ _____
2.	Remove 6" & replace with 7" concrete pavement (more than 6.0 s.y.)	22,000	Sq. Yd.	\$ _____ /sy	\$ _____
3.	Cost per inch over 7" thickness for concrete pavement	600	Sq. Yd.	\$ _____ /sy	\$ _____
4.	Remove and replace 22" concrete curb and gutter	2,500	Lin. Ft.	\$ _____ /lf	\$ _____
5.	Remove and replace 30" concrete curb and gutter	200	Lin. Ft.	\$ _____ /lf	\$ _____
6.	Remove and replace vertical curb	300	Lin. Ft.	\$ _____ /lf	\$ _____
7.	Remove and replace 4" concrete sidewalk (less than 40 s.f.)	400	Sq. Ft.	\$ _____ /sf	\$ _____

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
8.	Remove and replace 4" concrete sidewalk (more than 40 s.f.)	<u>2,500</u> Sq. Ft.	\$ _____ /sf	\$ _____
9.	Furnish and install 24"x24" rust red polymer truncated dome detectable warning plates on ADA compliant handicap curb ramps	<u>150</u> Plates	\$ _____ /plate	\$ _____
10.	Build integral concrete curb	<u>3,200</u> Lin. Ft.	\$ _____ /lf	\$ _____
11.	Pavement sawcut (less than 30 lin. ft.)	<u>800</u> Lin. Ft.	\$ _____ /lf	\$ _____
12.	Pavement sawcut (more than 30 lin. ft.)	<u>800</u> Lin. Ft.	\$ _____ /lf	\$ _____
13.	Remove and replace RCP 12" pipe (less than 7-1/2 ft lengths)	<u>100</u> Lin. Ft.	\$ _____ /lf	\$ _____
14.	Remove and replace RCP 12" pipe (greater than 7-1/2 ft lengths)	<u>100</u> Lin. Ft.	\$ _____ /lf	\$ _____
15.	Remove and replace RCP 15" pipe (less than 7-1/2 ft lengths)	<u>100</u> Lin. Ft.	\$ _____ /lf	\$ _____
16.	Remove and replace RCP 15" pipe (greater than 7-1/2 ft lengths)	<u>100</u> Lin. Ft.	\$ _____ /lf	\$ _____
17.	Concrete collars on pipe junctions (through 15")	<u>10</u> Each	\$ _____ /ea	\$ _____
18.	Remove and replace Type "B" inlet	<u>20</u> Each	\$ _____ /ea	\$ _____
19.	Furnish and install pre-cast concrete lid (for Type "D" inlet)	<u>20</u> Each	\$ _____ /ea	\$ _____
20.	Adjust manholes to grade (concrete to grade)	<u>10</u> Each	\$ _____ /ea	\$ _____
21.	Furnish and erect barricades (4' – 10' length)	<u>4,000</u> Each x Day	\$ _____ /ea/day	\$ _____

**TOTAL COST \$ \_\_\_\_\_**

ADDENDA:

Bidder acknowledges that Addenda Number(s) \_\_\_\_\_ were received and considered in Bid preparation.

The undersigned bidder agrees to enter into a contract within 15 days after acceptance of this Bid, and further agrees to complete all work covered by the forgoing bid in accordance with specified requirements. **No work shall commence until the Certificate of Insurance is approved by the City and the contract is executed.** The proposed work will commence as soon as possible after the contract is signed, with completion of the total contract by December 31, 2010.

Enclosed herewith is the required bid guarantee in the amount of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

which the undersigned bidder agrees is to be forfeited to and become the property of the City of Grand Island, Nebraska, as liquidated damages should this bid be accepted and a contract be awarded to him and he fails to enter into a contract in the form prescribed within 15 days, but otherwise the aforesaid bid guarantee will be returned upon his signing the contract.

It is understood and agreed that time is of the essence in performing the contract work as soon as possible after it has been identified by the City and assigned to the contractor.

In submitting this bid it is understood that the right is reserved by the City to reject any and all bids; to waive irregularities therein and to accept whichever bid that may be in the best interest of the City. It is understood that this bid may not be withdrawn for a period of 45 days after date of bid opening.

In submitting this bid, the bidder states that bidder fully complies with, and will continue to comply with, applicable State fair labor standards as required by section 73-102 RRS, 1943 and also complies with, and will continue to comply with, section 48-657 RRS, 1943 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Every public contractor and their 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 undersigned bidder hereby certifies (a) that this bid is genuine and is not made in the interest of or in the behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, (b) that he has not directly or indirectly induced or solicited any person, firm or corporation to refrain from bidding, (c) that he has not sought, by collusion or otherwise, to obtain for himself an advantage over any other bidder or over the City of Grand Island, and (d) that he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

Labor and Equipment Rates:

Labor \$ \_\_\_\_\_ / hour

Skid Steer Loader \$ \_\_\_\_\_ / hour

Front End Loader \$ \_\_\_\_\_ / hour

Backhoe \$ \_\_\_\_\_ / hour

Dump Truck (10 cy) \$ \_\_\_\_\_ / hour

Dated: \_\_\_\_\_

Signature of Bidder:

If an Individual: \_\_\_\_\_ doing business

as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

by \_\_\_\_\_, member of firm.

If a Corporation: \_\_\_\_\_

by \_\_\_\_\_ (Seal)

Title

Business Address of Bidder: \_\_\_\_\_

Telephone Number of Bidder: \_\_\_\_\_

Fax Number of Bidder: \_\_\_\_\_