

#### **Utilities Department**

Working Together for a Better Tomorrow. Today.

Date: January 11, 2011

TO: Potential Bidders

RE: Precipitator and Duct Cleaning - Platte Generating Station

#### CONTENTS:

Enclosed are the bid specifications for the above mentioned project. The bid opening date scheduled for this project is: Tuesday, February 8, 2011 at 2:00 p.m. (Local time) at the City of Grand Island, City Hall.

Please complete the "Bid Data Form" and "Checklist for Bid Submission" (Pages 8 and 9) of the bid specifications in their entirety. Your attention to these details will ensure your bid being considered for this project.

If you should have questions, please do not hesitate to contact Tim Luchsinger at 308/385-5496.

Sincerely,

Karen Nagel Utilities Secretary



Working Together for a Better Tomorrow. Today.

### **SPECIFICATION PACKAGE**

for

## PRECIPITATOR AND DUCT CLEANING

#### **Bid Opening Date/Time**

Tuesday, February 8, 2011 @ 2:00 a.m. (local time)
City of Grand Island, City Hall
100 East 1<sup>st</sup> 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: January 10, 2011

# ADVERTISEMENT TO BIDDERS FOR PRECIPITATOR AND DUCT CLEANING 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, February 8, 2011 at 2:00 p.m. local time for PRECIPITATOR AND DUCT CLEANING, 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 1<sup>st</sup> floor of City Hall. Submit an original and three copies. Bid proposal package is also available on-line at <a href="https://www.grand-island.com">www.grand-island.com</a> under Business/Bid Calendar. 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

#### **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 Statue 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.

Responsibility and qualification of Bidder.

Suitability to project requirements. Delivery time.

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 *PRECIPITATOR AND DUCT CLEANING*; 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:

<u>ARTICLE I</u>. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

- 1. This Contract Agreement.
- 2. City of Grand Island's Specification for this project.
- 3. [NAME OF SUCCESSFUL BIDDER] bid signed and dated [DATE OF BID].

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

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;

<u>ARTICLE III</u>. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **[DOLLAR AMOUNT] (\$00.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

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

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

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 PRECIPITATOR AND DUCT CLEANING.

<u>ARTICLE V</u>. That the Contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Platte Generating Station, and complete the work on or before *APRIL 1, 2011*.

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	
Mayor  Attest:	Date
City Clerk  The contract is in due form according to law and he	ereby approved.  Date
Attorney for the City	

#### **CHECKLIST FOR BID SUBMISSION**

#### <u>FOR</u>

#### PRECIPITATOR AND DUCT CLEANING

Bids must be received by the City Clerk before 2:00 p.m. on TUESDAY, FEBRUARY 8, 2011.

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

Company

Teleph	none No Fax No				
ny	Signature				
	Please check off each item as completed.				
	□ A certified check, cashiers check or bid bond in a separate envelope attached to the <b>outside of the envelope containing the bid</b> . 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.				
	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.				
	Acknowledgment of any Addenda Number(s)				
	Selection of Nebraska Sales Tax Option.				
	Copies of OSHA compliant Confined Space Procedure and Respiratory Protection Procedure.				
	Firm lump sum pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.				
	A summary of the experience of the service supervisor proposed for this project.				
	A reference list of at least three projects of similar scope and complexity.				
	A signed original and three copies of the bidding documents.				

# PRECIPITATOR AND DUCT CLEANING BID DATA FORM

CITY OF GRAND ISLAND GRAND ISLAND, NE

ITEM DESCRIPTION

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:

**EXTENDED COST** 

Base Bid: Material		\$	
Labor		\$	
Applicable Sales tax*		\$	
Total Base Bid		\$	
* If bidder fails to include sales tax bid price, the City will add a 7.0% fi will only pay actual sales tax due.			
were received and co	Bidder acknowledges that A nsidered in Bid preparation. Bidder acknowledges the sp 1.	•	,
According to Nebraska Sales and which option you have selected to			
Nebraska law provides a sales a construction, repair, or annexa transmission, or distribution o be exempt, all materials are ta	tion of any structure used f electricity. Separately	d for the generat v stated contract	ion, or labor would
Option 1 (Section 1-017.05) C	Option 2 (Section 1-017.06)	Option 3 (Section 1	-017.07)
If the Nebraska sales and use tax election Option 1 for sales and use tax purposes.	n is not filed or noted above, the con	tractor will be treated as	a retailer under
Bidder Company Name			Date
Company Address	City	State	Zip
Print Name of Person Completing	Bid		Signature
Telephone No	Fax No		
<ul><li>By checking this box, Bidder a</li><li>NOTE: Any exceptions to specifica</li></ul>			



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#### REQUEST FOR BIDS - GENERAL SPECIFICATIONS

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

All prices are to be furnished and installed FOB, Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.** \* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.0% 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: "**Precipitator and Duct Cleaning**". All sealed bids are due no later than **Tuesday**, **February 8**, **2011 at 2:00 p.m. local time**. Submit **an original and three copies** of the bid to:

Mailing Address: City Clerk Street Address: City Clerk City Hall City Hall

P. O. Box 1968 100 E. First Street
Grand Island, NE 68802 Grand Island, NE 68801

Bids will be opened at this time in the City Hall Council Conference Room #1 located on 1<sup>st</sup> 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 Tim Luchsinger at 308-385-5496, for questions concerning this specification.

#### PRECIPITATOR AND DUCT CLEANING - DETAILED SPECIFICATION

<u>SCOPE</u>: The Contractor shall provide all necessary materials, equipment, and labor to blast clean the collecting surfaces and discharge electrodes of the electrostatic precipitator. The Contractor shall remove accumulated flyash and blasting media from the economizer hoppers, precipitator gas inlet ducts, expansion joints, and precipitator hoppers. The cleaning work will occur during a maintenance outage scheduled for March 24, 2011.

<u>DESCRIPTION:</u> The Platte Generating Station is located at 1035 W. Wildwood Drive, two miles south of Grand Island. Nebraska.

The electrostatic precipitator is a hot-side precipitator designed by Joy-Western Precipitator, and is described as follows.

ItemQuantityDischarge Electrodes7120Collecting Plates640Plate Size9' x 30'

Ash Hoppers 15 (Contractor shall clean 12 precipitator hoppers and 3

economizer hoppers)

Overall height 36' (excluding hoppers)

Overall width 97'

Distance from grade 62' (to top of precipitator hoppers)

The gas inlet duct connects the three economizer hoppers of the main boiler to the precipitator. In addition to the hoppers the section to be cleaned is parallel to the ground and is approximately 48' long. For most of its length, the flue is a single rectangular section with dimensions of 29' 6" (wide) by 6' 6" (high). The flue divides into four separate sections before it transitions into the precipitator inlet. The four transition sections are triangular in side profile with dimensions of 12' (long) by 26' (high). Flyash collects on the gas distribution devices (honeycombs) within the transition sections and accumulates on sloped floors.

<u>REQUIREMENTS:</u> The Contractor shall vacuum all accumulated ash and blasting media from economizer hoppers and the gas inlet flue areas described herein and dispose into on-site disposal areas. Drawings of the gas flue and precipitator arrangement are available for review at Platte Generating Station offices.

The Contractor shall blast clean all collecting plates, electrodes, and inlet and outlet screens to bare metal without causing damage to electrodes, plates, fasteners, or structures. Upon completion of cleaning, the Contractor shall vacuum all precipitator ash hoppers and dispose materials into on-site disposal areas designated by the Owner. Any ash which is spilled by the Contractor onto the precipitator building floor shall be fully cleaned by the Contractor. There are clean-out taps connected to the precipitator hoppers.

The Contractor shall furnish all necessary materials and labor including blasting and cleaning equipment, compressed air, blasting materials, and protective equipment for its employees. Electrical power will be available at the plant site. The precipitator ash hoppers will be emptied by plant personnel prior to the Contractor beginning work. Hopper doors will be closed by plant personnel prior to the commencement of Contractor cleaning operations unless such doors have been tagged open through the issuance of a red tag by the Owner's equipment tagout authority. Immediately prior to blasting the Contractor shall contact the Owner's representative and review the status of equipment access doors. The economizer ash hoppers may or may not be full of ash as they sometimes plug up.

If the Contractor proposes a cleaning method other than media blasting a complete description must be included with the bid. References where the system has successfully been used must be included.

The Contractor shall furnish a dumpster for his debris or remove any debris from the site. Drinking water is available from the plant.

NOTE: No ash or diesel fuel will be permitted to be spilled on equipment, structures, plant site grounds, or roads. The Contractor is responsible for clean up of all spilled ash and any diesel fuel spilled from equipment fueling operations.

QUALIFICATIONS: The Contractor shall be a firm specializing in the blast cleaning of large-scale utility precipitators used in the electric power industry. The Contractor shall substantiate its experience through the submittal of a similar projects reference list with the Bid. The Contractor will be expected to perform the work without the assistance of Platte Generating Station personnel or tools, and comply with plant safety regulations and equipment tagout procedures.

<u>SUPERVISOR</u>: The Contractor shall provide a supervisor(s) who will fully direct all field operations for the duration of the project, serve as liaison to the Owner's designated representative, and coordinate activities between the Contractor and its subcontractors, if any. A summary of the experience of the supervisor proposed for this project shall be provided with the bid.

<u>INSPECTION:</u> The precipitator, precipitator hoppers, economizer hoppers, and duct sections will be inspected by plant personnel immediately following cleaning. The Contractor will be required to re-clean any areas in which bare metal cleanliness was not achieved or ash accumulations remain.

<u>SCHEDULE:</u> The precipitator is expected to be available for cleaning about noon on March 25, 2011, although this date is not guaranteed. The maximum time available for the specified precipitator cleaning and vacuuming work is 50 hours starting when the precipitator is released to the Contractor. Normally, the precipitator is released 24 to 30 hours after the unit is removed from service.

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

<u>SAFETY:</u> The Contractor is required to follow OSHA regulations for work in areas that are contaminated with fly ash and for areas that may be considered as confined spaces. **NOTE:** All contractors must submit with the bid a copy of their OSHA compliant Confined Space Procedure and Respiratory Protection Procedure. The Contractor will be required to provide proof that workers have successfully completed respiratory fit testing and pulmonary function testing and have been trained for confined space entry.

The plant has an equipment tag out procedure to prevent the unauthorized starting of motors and the unauthorized movement of valves and dampers. The Contractor is encouraged to investigate the procedure and add their own tags on top of the plant tags. Removal of plant tags is not allowed and is cause for removal from the plant site.

<u>SERVICE RATES:</u> 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 <u>NOT</u> tax exempt and is subject to 7.0% sales tax. See the Nebraska Department of Revenue web site at <u>www.revenue.state.ne.us</u> for contractor's tax information.

<u>CONTACT:</u> Questions regarding this specification may be directed to Tim Luchsinger at the Platte Generating Station, telephone (308) 385-5496.

<u>INSURANCE:</u> The Contractor shall comply with the City's insurance requirements.

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

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

# MINIMUM INSURANCE REQUIREMENTS CITY OF GRAND ISLAND, NEBRASKA

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

#### 1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

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

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

#### 2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall 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.