



2022 Substation Wall Construction

Phelps Control Center
700 E. Bischeld Street
Grand Island, NE

Contact

City of Grand Island Utilities Department
Jeffrey Mead, Senior Engineer
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Date Issued: January 25, 2022
Date Bid Due: February 17, 2022

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SECTION A

ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS
FOR
2022 SUBSTATION WALL CONSTRUCTION

Sealed bids will be received at the **Office of the City Clerk, 100 East First Street, Grand Island, NE 68801, until 4:00 pm, (Local Time), February 17, 2022** for 2022 Substation Wall Construction, FOB the City of Grand Island. Bids will be publicly opened at this time at the Office of the City Clerk, 100 East First Street, Grand Island, NE. Bids received after the specified time will be returned unopened to sender. Plans and specifications are on file at the City of Grand Island, Phelps Control Center, 700 East Bischeld Street, Grand Island, NE. (308) 385-5462 x.1142. Bid proposal package and any Addenda are also available on-line at www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar and through www.questcdn.com for a thirty dollar (\$30) fee.

Bids shall be submitted on forms that will be furnished by the City. Bids must be uploaded to the Quest CDN website and received before the specified time to be considered. Or if submitting by mail, send an original and three copies.

Each bidder shall submit with the bid a certified check, a cashier's 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 twenty (20) days at the bid price if accepted by the City. Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered. OR Bid bonds must be uploaded to Quest CDN, www.QuestCDN.com. 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. 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.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended. The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion. No bidder may withdraw his/her bid for a period of thirty (30) days after date of bid opening.

RaNae Edwards,
City Clerk

SECTION B

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS **2022 SUBSTATION WALL CONSTRUCTION**

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 their items offered do not meet these specifications. Such exceptions as are made shall be listed by page number in the blanks provided in the Contractor's Bid Form 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 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 must be noted on the bid form.

SUBMISSION OF BIDS: See Advertisement for Bids section for further details. All bids shall be submitted using the City's bid form. Bids via mail shall **be in a sealed envelope, addressed to the City Clerk**, and plainly marked, **"BID for 2022 Substation Wall Construction"**. Bids can also be submitted online at www.questcdn.com

BIDDER SECURITY: Bidder security shall be enclosed in a separate sealed envelope marked, **"BIDDER SECURITY for 2022 Substation Wall Construction "** and provided with the bid. The envelope shall contain only a cashier's check, certified check or bidder's bond. Or bid bonds must be uploaded to Quest CDN, www.questcdn.com. Bids of an incomplete nature or subject to multiple interpretations may, at the option of the Purchaser, be rejected as being irregular.

INSURANCE COVERAGE: The Contractor shall purchase and maintain at their 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 them of any contractual responsibility or obligation.

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

ALTERNATE BIDS: It is the desire of the Owner that the bidder base their bid price for this project on the written specifications. If an alternate bid or bids are submitted by a bidder, it is desired that they first submit a bid price as above described and then describe the alternate bid. Failure to do so may be reason for not extending any consideration to alternate bids.

BIDDER QUALIFICATION: Bids will be received only from qualified bidders. A bidder will be considered qualified if they are a recognized contractor and have experience in the construction of projects of equal or greater size 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 thirty (30) days from the date bids are opened. All bids shall remain in force for this 30-day period. The check or bid bond of the successful bidder will be returned when the Contracts are signed by both parties and necessary bonds supplied. Should the Purchaser make an award to a bidder who refuses to enter into Contract and furnish the required bonds within twenty (20) 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.

PERFORMANCE BOND: On award of the Contract, the successful Contractor shall furnish a Performance Bond which shall be in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material and other bills incurred in carrying out this Contract. According to Nebraska Law, the surety company executing the Performance Bond must be authorized to do business in the State of Nebraska.

PAYMENT BOND: On award of the Contract, the successful Contractor shall furnish a Payment Bond which shall be in an amount equal to the full Contract price, guaranteeing protection of all persons supplying labor and materials to the Contractor or its subcontractors for the performance of the work provided for in the Contract. In accordance with Nebraska Law, the surety company executing the Payment Bond must be authorized to do business in the State of Nebraska.

TAXES: The City Utilities Department pays sales tax amounting to 5.5% State and 2.0% City; payment of 7.5% sales tax must be in the Contractor's bid. 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 (10) working days prior to the designated meeting to allow time for proper review and consideration. Payments will only be made after final completion of the project to City's satisfaction unless otherwise stated in 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, they 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 duly 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 City will not be responsible for any other explanation or interpretation of the proposed documents.

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 sender as acknowledgment of receipt.

TIME OF COMPLETION: Time of completion is the essence of this Contract, and all work shall be completed no later than July 31, 2022.

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 (3) days after bids are opened.

BID DATA: Bidders shall submit bid documents and data by filling in the document and data sheets supplied by the Purchasing Department. The bid sheets shall be filled out legibly in ink to permit reproduction.

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.

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.

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 therefore. 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 there within, as an inducement for the award of a subcontract or order.

LOCAL CONDITIONS: Each bidder shall have an authorized representative visit the site of the work and thoroughly inform themselves 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 uninterrupted 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.

CORRESPONDENCE: Correspondence regarding drawings, instruction manuals, and other engineering data shall be sent to:

Attn: Jeff Mead
City of Grand Island
Utility Department
P.O. Box 1968
Grand Island, NE 68802-1968
(308) 385-5462 x.1142
jeff.mead@giud.com

LOCAL BIDDER PREFERENCE: In case of tied low bids, all other things being equal, preference shall be given in the following order:

1. To those bidders who manufacture their products within the limits of the City of Grand Island.
2. To those bidders who manufacture their products within the limits of the County of Hall.
3. To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the City of Grand Island.
4. To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the County of Hall.
5. To those bidders who maintain a bona fide business office in the City of Grand Island, whose products may be made outside the confines of the City of Grand Island.
6. To those bidders who maintain a bona fide business office in the County of Hall, whose products may be made outside the confines of the County of Hall.
7. To those bidders whose commodities are manufactured, mined, produced, or grown within the state of

Nebraska and to all firms, corporations, or individuals doing business as Nebraska firms, corporations or individuals, when quality is equal or better and delivered price is the same or less than the other bids received.

8. To those bidders whose commodities are manufactured, mined, produced, or grown within the United States of America and to all firms, corporations, or individuals doing business as firms registered in states other than Nebraska when quality is equal or better and delivered price is the same or less than the other bids received.

SECTION C

CONTRACTOR'S BID FORM

**BID FORM
CITY OF GRAND ISLAND, NEBRASKA**

2022 Substation Wall Construction

INSTRUCTIONS: Completely fill out and return these 2 pages with additional information as requested by the city or deemed necessary by contractor by time and date advertised and stated in "Instructions To Bidder" section.

BIDDER NAME: _____

THE UNDERSIGNED BIDDER, having examined the plans, specifications, general and special conditions, other proposed Contract documents, all addenda thereto 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, railroads, 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 rehandling requirements, including the possible constraints of dewatering due to ground water, (f) the difficulties and hazards to the work which might be caused by storm and flood water, delivery facilities, 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, tools and plant, 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 the plans, specifications and other documents referred to therein (as altered, amended or modified by all addenda thereto).

BID PRICE: Note, two substations are under consideration for wall construction, namely Sub A and Sub B. The City requests a price for substation B independently assuming that it is the only substation completed in 2022. The City also requests a price if both Sub A and Sub B were done at the same time as one project. The prices listed below will be used as the established lump sum prices and shall include all materials, supplies, equipment, labor, taxes, freight, and other necessary to complete that substation as stated in these specifications and as shown on the plans and drawings. Break down of costs provided at contractor's discretion. The City of Grand Island, Utilities Department does pay sales tax. See item 2 below. If bidder fails to include sales tax in the bid price or takes exception to including sales tax in the bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

1. OPTION 1:

TOTAL BASE BID SUB B ONLY: Dollars \$ _____

7.5% NEBRASKA SALES TAX: Dollars \$ _____

GRAND TOTAL BID SUB B ONLY: Dollars \$ _____

OPTION 2:

TOTAL BASE BID SUBS B & A: Dollars \$ _____

7.5% NEBRASKA SALES TAX: Dollars \$ _____

GRAND TOTAL BID SUBS B & A: Dollars \$ _____

2. SALES TAX: The Grand Island Utilities Department is a non-exempt body and, as such, is required to pay City sales tax (which at present is 2.0%) and State sales tax (which at present is 5.5%). Therefore, all sales taxes relative to the project shall be paid by the Contractor as part of the Contract price. If Bidder fails to include all applicable sales tax in their bid price, the City will add a 7.5 % figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

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;

- Option 1 (Section 1-017.05) _____
- Option 2 (Section 1-017.06) _____
- Option 3 (Section 1.017.07) _____

The choice of option is made by completing and mailing to the Department of Revenue, a Nebraska Sales and Use Tax Election for Contractors. This form must be filed within three (3) months after beginning to operate as a Contractor. If this form is not filed, the Contractor will be treated as a retailer under Option 1 for sales and use tax purposes.

3. SITE VISIT: Person who performed required site visit initial here. _____ Date visit was performed. _____.

4. EXCEPTIONS: Check here _____ if bidder is taking exception(s). Accompany bid with documentation outlining and explaining any and all exceptions. See instructions to bidders section.

5. ADDENDA: Check here _____ if bidder acknowledges that Addenda(s) were received and considered in bid preparation. Bidder acknowledges the following number of addenda _____.

6. ESTIMATED TIME REQUIRED: Bidder estimates it will take approximately _____ days to construct walls around one (1) substation.

7. COMPLETION DATE: Contractor acknowledges the expected completion date of July 31, 2022, or proposes the following completion date _____.

8. REFERENCES: Due upon request.

9. INSURANCE: Bidder acknowledges that bid includes compliance with the attached insurance requirements. See section D.

8. SIGNATURE OF BIDDER:

The undersigned Bidder agrees to furnish the required bond and to enter into a contract within twenty (20) days after acceptance of this bid, and further agrees to complete all work covered by the foregoing bid in accordance with specified requirements. **No work shall commence until the Certificate of Insurance and bonds (when required) are approved by the City, the contract is executed, and the Notice to Proceed is issued.**

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 them and fail to enter into a contract in the form prescribed and to furnish the required bond within twenty 20 days, but otherwise the aforesaid bid guarantee will be returned upon their signing the contract and delivering the approved bond.

It is understood and agreed that time is the essence of the Contract.

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 until after thirty (30) days from 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.

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 Bidder has not directly or indirectly induced or solicited any person, firm or corporation to refrain from bidding, (c) that Bidder has not sought, by collusion or otherwise, to obtain for themselves an advantage over any other Bidder or over the City of Grand Island, and (d) that Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid.

Bidder Company Name

Date

Company Address

Name of Person Completing Bid (please print)/Signature

Title of Person Completing Bid

Telephone Number of Bidder

Fax Number of Bidder

E-mail Address of Bidder

SECTION D

MINIMUM INSURANCE REQUIREMENTS

MINIMUM INSURANCE REQUIREMENTS

CITY OF GRAND ISLAND, NEBRASKA

The Contractor shall purchase and maintain at their 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.

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.**

SECTION E

PROPOSED CONTRACT AGREEMENT

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between _____ 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 2022 Substation Wall Construction; 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 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 II. 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 _____ Dollars

\$ _____
for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. 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 2022 Substation Wall Construction.

ARTICLE IV. 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 complete the work on or before July 31, 2022. It is understood and agreed that time is the essence of the contract.

CONTRACT AGREEMENT (Continued)

ARTICLE V. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement.

Contractor _____

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Mayor

Date _____

Attest: _____
City Clerk

The contract, insurance, and any required bonds are in due form according to law and are hereby approved.

Attorney for the City

Date _____

SECTION F

CITY PROJECT SPECIFICATIONS

CITY PROJECT SPECIFICATIONS 2022 SUBSTATION WALL CONSTRUCTION

SECTION 100 -- GENERAL

100.01 Description of Work. The City of Grand Island Utilities Department (City) owns and operates electrical substations around the perimeter of the city. Voltages are 115,000 and 13,800 at each substation. This project is for a contractor to replace existing 8 foot, barb wire topped, chain link fence and gates with a new 9 foot tall precast concrete wall designed for such areas, and new gates, at two substations. The two substations are designated A and B. The project is expected to be turnkey and includes removing and disposing of the old fence and gates, supplying all materials for the new walls and gates, and installing the new walls and gates. The wall does not have to have any particular sound or ballistic rating. Physical security of the substation will have to be maintained throughout the project.

These specifications consider both option 1, Sub B only, and option 2, both Sub A and Sub B. Work tasks and specifications are the same for both options. The quantity of work and mobilizations would differ between options.

100.02 Locations and Contact. The City representative is as follows.

City of Grand Island-Phelps Control
Jeff Mead
Box 1968
Grand Island, NE 68802

ph. 308-385-5462 x.1142
jeff.mead@giud.com

Project locations.

Sub A – 3608 S. Blaine Street, Grand Island, Nebraska
Sub B – 3645 W. Faidley Avenue, Grand Island, Nebraska

100.03 General Scope of Options 1 & 2.

Option 1: Substation B only. Rectangular area 175 x 222 feet with two 24 foot wide vehicle slide gates and two 3 foot wide swing walk gates. Approximate wall length of 740 feet (perimeter minus 4 gate openings). See Figure 2 Sub B plan drawing attached.

Option 2: Substations B & A. Sub B same as above. Sub A rectangular area 182 x 184 feet with two 24 foot wide vehicle slide gates and one 3 foot wide swing walk gate. Approximate wall length of 681 feet (perimeter minus 3 gate openings). See Figure 1 Sub A plan drawing attached.

Totals for option 2, Subs B & A combined, would be 1,421 length of wall, 4 vehicle gates, and 3 walk gates. See Figures 1 and 2 attached.

100.04 Sufficient People and Equipment. The Contractor shall have sufficient people and equipment to complete the job as specified and in the timeframe allotted. Contractor shall provide all materials, tools, rigging, hoists, and other equipment as necessary to complete the job. Subcontractors are allowed. Communicate Subcontractor

companies and contact information to the City representative.

- 100.05 Timing. Work can begin as soon as contract is awarded and proof of insurance is provided. See section D concerning insurance. Contractor and City shall jointly develop a work schedule plan with a total project completion date. Work shall proceed continuously once started. The City reserves the right to modify the schedule throughout the project. It is the intent of the City for project to be completed by July 31, 2022.
- 100.06 Safety. City to provide safety briefing to all on site workers prior to start of project. City bears no responsibility for accidents or damage due to unsafe working practices. City has the right to stop work due to perceived unsafe practices. All work shall be performed in accordance with, and equipment shall comply with the Occupational Safety and Health Administration standards. The Contractor shall furnish and maintain all necessary safety equipment (such as barriers, signs, warning lights, and guards), to provide adequate protection of persons and property. Also see section 100.08 Work Site.
- 100.07 Environmental Hazards. The City know of zero existing environmental hazards at either site. No asbestos containing material shall be used in this project. No lead based paint shall be used in this project.
- 100.08 Work Site. Each substation has high voltage overhead AND conduit incased underground lines. The City will provide safety briefing to all workers prior to project start. **The City does not intend to de-energize any lines to accommodate this work. Clearance will have to be maintained from the overhead lines for cranes, concrete trucks, manlifts, etc. Overhead lifting by cranes is not possible in some locations of the substations.** Underground lines will be located by the City, and wall foundation posts placed accordingly. The substations are unmanned, but the Phelps Control center is manned 24/7, call 308-385-5465. Standard 110v electricity is available at the control buildings but contractor will have to supply a generator for construction power. No shelter, water, or restrooms are available on site. No work hour restrictions. Contractor shall provide the City representative the cellular phone number of the site foreman.
- 100.09 Site Protection. Good housekeeping is essential, and shall be practiced throughout the Contract period. The Contractor and contractor's employees shall maintain a clean and safe work site free from trash and debris. Contractor to supply any waste collection containers necessary. When installation is complete the work site shall be returned to the condition it was in prior to construction. Contractor shall repair, at their expense, any damage to the grounds, buildings, structures, equipment, or other City property caused by project activities.

Physical security of the substation must be continuously maintained during removal and construction of the wall. Physical security must be adequate to keep the normal passerby out. Possible methods include temporary fencing, guards, or sectionalized removal/rebuild. For example, Contractor may remove 100 feet of fence and build 100 feet of new wall while crew is on site and thus be there to 'guard' the substation. Area must be secured at all times crew is away.

- 100.10 Material Handling and Protection. Contractor is responsible for all loading, unloading, handling, storage, protection, and other as it applies, of materials and equipment. A City representative will designate a lay down area. Any material not meeting project or manufacturer's specifications shall be replaced at contractor's expense.
- 100.11 Permits. The City Utility department, based on past projects, does not expect a building permit to be required. However, it the contractor's responsibility to determine and obtain all necessary permits, and follow any and all applicable local, state, and federal codes. City of Grand Island Building Dept can be reached at 308-385-5444 x.200.
- 100.12 Measurements. Measurements stated or shown are not entirely accurate or all inclusive of project details. It is the contractor's responsibility to solicit more information, make site visits, and/or take field measurements to assure a proper bid and to procure proper material quantities if applicable.
- 100.13 Specified Products. Directly referenced brands and products in this specification serve as an example of the system/style desired by the City and are not intended to limit or restrict competition. Example brands and products may not exactly fit and/or have all features specified here within. It is the contractor's responsibility to choose and provide equipment that fully meets the scope of work and requirements.
- 100.14 Products Supplied and Request for Approved Equals. Upon request during the bidding process and evaluation, contractor to supply City with documentation, brochures, samples, or other as deemed necessary to convey what products will be supplied to meet the project intent, including wall materials and gates. Requested for approved equal to any product specified by the City shall be in writing and include all necessary documentation for City evaluation. City written approval must be obtained for substitutions.

SECTION 200 – SUBSTATION WALLS

- 200.01 Removals. Note, new walls to be placed in the same location as existing fence for both Sub A and Sub B. Existing fence and gates shall be entirely removed and disposed of, including all posts and concrete foundations for such. Also remove ground mounted latches and concrete foundations for such. See Figure 3 photos provided. Each gate opening has two latches (double swing gates). Two gate openings per substation. Voids left from post removal must be filled, compacted, and made similar to surroundings with appropriate layer of rock. Note sections 100.08 and 100.09 concerning safety and site security. Existing ground wire connections shall be disconnected and left in place by Contractor. Final disposition of ground wire connections by the City.
- 200.02 New walls and posts design. New walls shall be a modular precast concrete solution consisting of reinforced posts and stackable solid reinforced wall panels similar in design and style, all made by one manufacturer for such purpose. Posts and wall panels shall be textured both sides to look like stone and be colored throughout. No painting allowed. Posts shall be sized as necessary for loading conditions and be 'H' shaped or similar to allow wall panel installation. Wall panels shall be approximately 2 inch thick and stackable to height of 9 foot with a tongue and groove, rabbit joint, or

similar overlap. Wall shall be properly capped per wall design. No barb wire top. Wall panels must be removable and replaceable in case of damage to a single panel. Wall should not require ongoing maintenance or adjustments.

200.03 New walls and posts specifications. No specific sound or ballistic standards are required. System designed by the manufacturer for current local weather and soil conditions. Contractor to obtain any necessary geotechnical data and/or soil samples. System designed for expected temperature extremes and wind loads for Grand Island, Nebraska. City anticipates design for basic wind speed of 115mph and exposure B. Once under contract with the City, the Contractor must provide design shop drawings and wind load calculations for wall system being provided. Submittals must carry a professional engineer's stamp.

200.04 New walls and posts installation. In both cases, Substations A & B, the new wall shall be installed in the same location as the existing fence. Posts must be embedded in concrete at appropriate volume and depth, and be at whatever spacing is required per wall manufacturer and site conditions due to underground conduit and gate locations. Post concrete shall be held down below grade enough for a 3 inch layer of rock cover. Wall panels shall start approximately 2 inches above grade thus allowing a drainage gap under the wall between posts. A continuous poured wall foundation is not allowed. Wall sections shall be stacked to a height of 9 feet. Walls sections shall be level and stair step up or down to follow grade as necessary. Note, the installation areas currently have little if any elevation change.

The substations have a copper wire ground grid approximately 18 inches below the surface and every 10 to 20 feet throughout. Post installations may occasionally conflict with this ground wire. Contractor to bring all conflicts to the attention of the City representative. Contractor to move ground wire around post when possible. City to extend, reroute, or abandon ground wire as necessary.

A typical number of spare panels for the size of installation are to be supplied. Minimum four line posts and one corner and/or gate post are to be supplied for spare.

200.05 Drive through gate design and installation. Vehicle gates shall be in the same location as current gates but be expanded from the current 20 feet wide to 24 feet wide in all cases. Two 24 foot openings per substation. Gates shall be single piece cantilever side slide design, constructed of tubing frame with standard chain link mesh covering. No privacy slats but design must accommodate privacy slats for possible future use. Gates shall have barb arms on top to accommodate a minimum of three strands barb wire. Gate posts, supports, track, and receiver/lock system must be integral to the gate design. Total gate system design and integration by a single manufacturer for industrial/commercial applications. Entire gate system shall be black in color. Slide gates to be manually operated, but design must accommodate future automatic openers. Locking accomplished by a single standard size padlock. Lock supplied by the City.

Gates shall be of appropriate width to cantilever over 24 foot wall opening and have an overall height, including barb wire section of 9 feet throughout. Note, gate opening direction is not the same for every opening. See Figures 1 and 2 plan drawings attached. Gate posts embedded in concrete at appropriate volume and depth for application and expected loading conditions. Soil conditions and wind loads

determined by the contractor. Gate installation coordinated with wall installation for clearances. Gaps filled with materials appropriate to and similar to the wall and/or gate system.

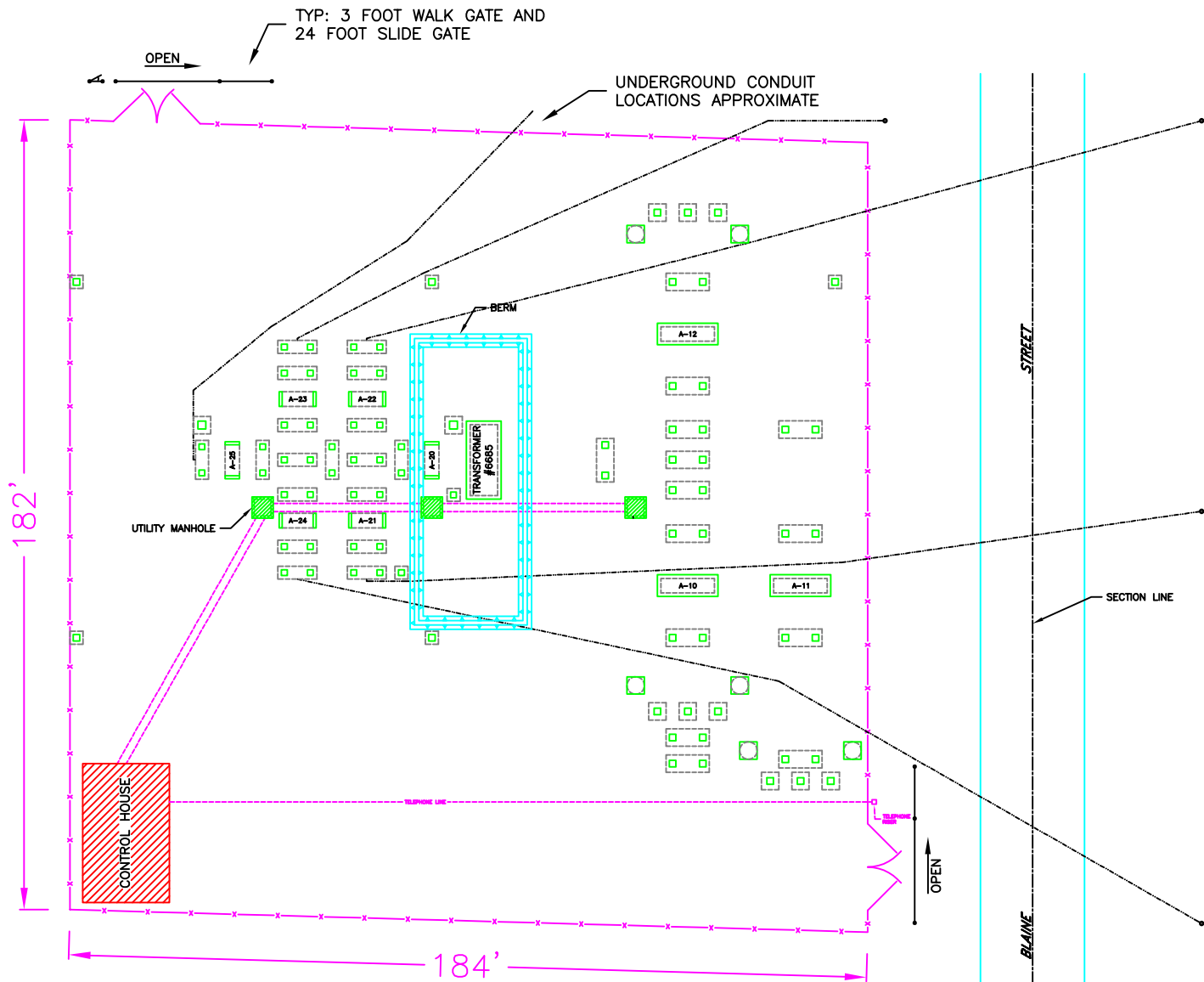
- 200.06 Pedestrian gates. Walk through gates shall be swing gates with construction similar in design, style, and color to the vehicle gates. Two walk gates at Sub B, one walk gate at Sub A. Walk gates to be 36 inches wide and minimum 84 inches tall. Walk gates to be between 0 and 6 feet away from vehicle gate on side where vehicle slide gate, when open, does not block the walk gate. See Figures 1 and 2 plan drawings attached. If walk gate is directly next to vehicle gate, then either make walk gate 9 feet high with barb wire strands similar to vehicle gate, or provide fixed set of barb wire stands above 84 inch high swinging walk gate. If wall section is between walk gate and vehicle gate, then provide header and install wall sections above 84 inch walk gate to reach an overall height of 9 feet. Ideally walk gates swing both directions, but if only one direction is possible, then the gate shall swing out. Preferred locking is by a single standard padlock. Secondary, but acceptable, option is door knob keyed lock. With either locking system the walk gate must be able to be unlocked and opened from either side.
- 200.07 Gate provider. Or approved equal. Vehicle gates: America's Gate Company Industrial Slide Chain Link Aluminum Single Track. See www.americasgatecompany.com. Walk gates: America's Gate Company Industrial Pedestrian Swing Gate.
- 200.08 Site final condition. After completion of walls contractor to provide fill and/or rock as necessary to return grounds both inside and outside of the wall to as found condition. Rock shall be 1 inch clean white limestone as typically provided locally.
- 200.09 Warranty. Completed wall and gate system shall be warranted for materials and workmanship for a period of at least 5 years.

END OF SECTION F

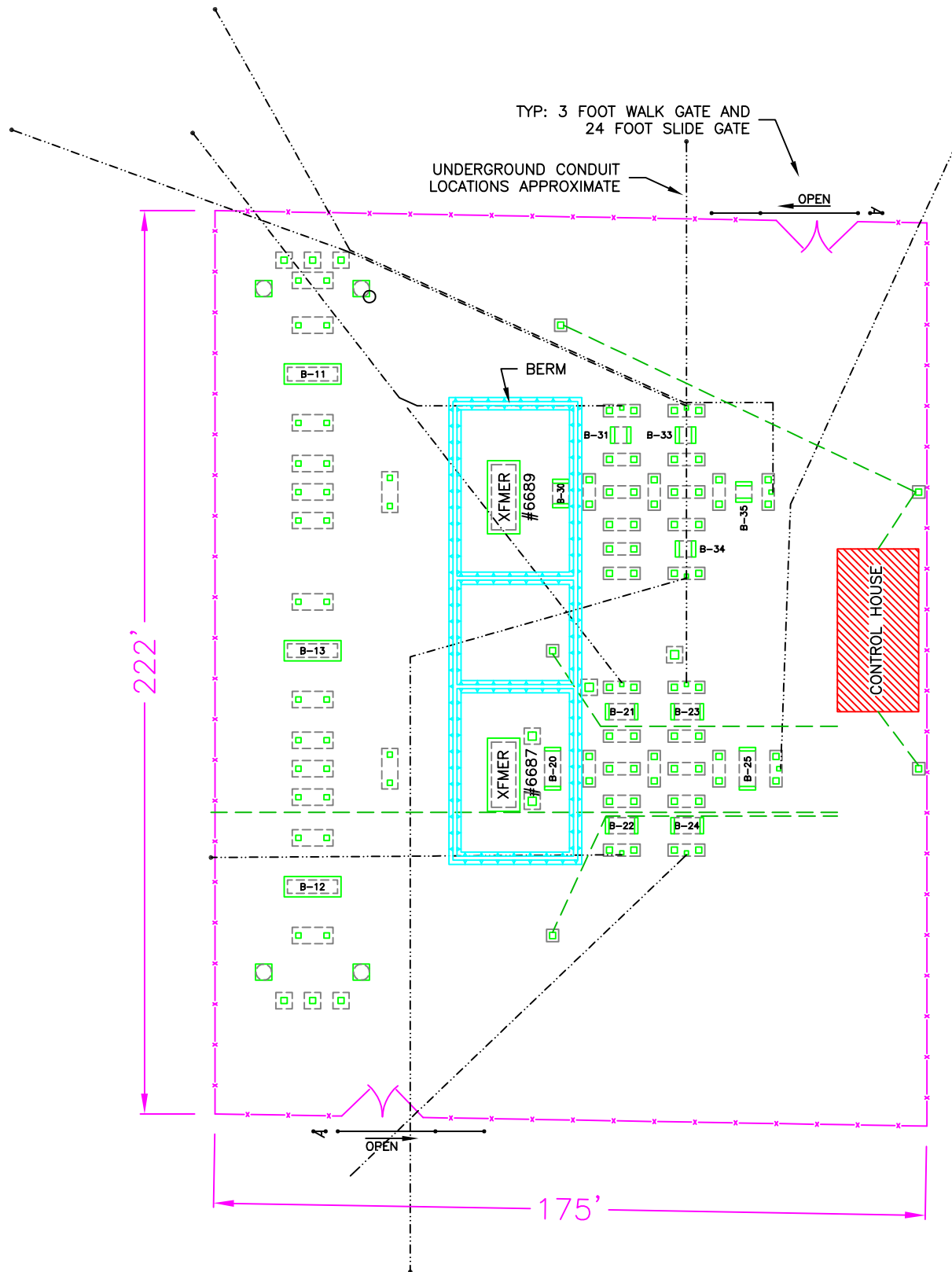
SECTION G

FIGURES

- 1. Sub A plan drawing.**
- 2. Sub B plan drawing.**
- 3. Substation Photographs (including aerial).**



Remove existing chain link fence and gates. Install 9 foot high concrete panel wall in same location. Install 2-24 foot gates and 1-3 foot walk gate as shown.



Remove existing chain link fence and gates. Install 9 foot high concrete panel wall in same location. Install 2-24 foot gates and 2-3 foot walk gates as shown.



City of Grand Island – 2022 Substation Wall Construction Project

Figure 3. Substation Photographs (6 pages)



Sub A Aerial



Sub A North



Sub A East



Sub A South



Sub A West



Sub B Aerial



Sub B North



Sub B East.
(Stub wood posts
to be removed by
City.)



Sub B South



Sub B West



Typical Gate Latch.

To be removed,
quantity 2 per gate.