



Working Together for a
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BID SPECIFICATION PACKAGE

for

PINE STREET WATER SHOP MASONRY REPOINTING AND PAINT

C 133230

Bid Opening Date/Time

Thursday, January 25, 2024 at 2:00 p.m.
City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island, NE 68802-1968

Contact Information

Jayson Rezek
City of Grand Island – Utilities Department
Platte Generating Station
Email: jrezek@giud.com
Phone: 308/385-5496

Date issued: January 5, 2024

**ADVERTISEMENT TO BIDDERS
FOR
PINE STREET WATER SHOP MASONRY REPOINTING AND PAINT
FOR
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for Pine Street Water Shop Masonry Repointing and Paint will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until **Thursday, January 25, 2024 at 2:00 p.m. local time**, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall City Clerk's Office located on 1st floor of City Hall. **Submit an original and three copies if submitting by mail.** Bid package and any Addendas are also available on-line at www.grand-island.com under Business-Bids and Request for Proposals-Bid Calendar under the bid opening date. Bidding documents, plans and specifications for use in preparing bids may be downloaded from the QuestCDN website www.QuestCDN.com for a \$42.00 fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. **Bids received after the specified time will not be considered.**

There is an Pre-bid meeting on Thursday, January 18, 2024 at 10:00 a.m. If this time does not work, contact Jayson Rezek to schedule a visit.

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 of Grand Island 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 and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may 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/her bid for a period of thirty (30) days after date of bid opening.

Advertised

Jill Granere, 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, Nebraska.

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.

Individual unit pricing as listed on the Bid Data Form or supplied as supplemental information may be deemed proprietary information and not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.

4. SUBMISSION OF BIDS.

All Bids must be submitted intact with the correct number of copies no 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 herein. Each Bid mailed 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 their Bid for a period of **thirty (30) days after** bid opening, and that if awarded the Contract, the successful Bidder will execute the Contract within the time specified, or if allowed, a Purchase Order will be issued to the successful Bidder.

6. RETURN OF BID SECURITY.

Within fifteen (15) days after the award of the Contract or Purchase Order, 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/Purchase Order has been executed/accepted, 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:

Delivery time	Conformance with the terms of the Bid
Bid price	Documents
Cost of installation	
Suitability to project requirements	Responsibility and qualification of Bidder

The OWNER reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Bids.

8. 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 and the Detailed Specification.

9. 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.

10. 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.

(All bids must be submitted on this form)

PINE STREET WATER SHOP MASONRY REPOINTING AND PAINT
BID DATA FORM

CITY OF GRAND ISLAND
GRAND ISLAND, NE

THE undersigned Bidder, having examined the plans, specifications, general and special conditions, and other proposed contract documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the location, arrangement and specified materials and equipment for the proposed work, HEREBY proposes to provide all materials, equipment, labor supervision, and technical expertise to repoint and paint the existing brick wall FOB the City of Grand Island, freight prepaid, at the following price:

<u>ITEM DESCRIPTION</u>	<u>EXTENDED COST</u>
Base Bid:	
1. Pine Street Water Shop Masonry Repointing	\$ _____
Sales Tax *	\$ _____
2. Pine Street Water Shop Masonry Painting	\$ _____
Sales Tax *	\$ _____
Total Base Bid	\$ _____

* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due. The installation labor is exempt from sales tax per the Nebraska Dept. of Revenue. Select Sales Tax Option below.

Exceptions Noted - Bidder acknowledges there are *Exceptions* and/or *Clarifications* noted to the above bid, and those exceptions are fully explained on a separate sheet, clearly marked, and included with the Bid.

Bidder Company Name Date

Company Address City State Zip

Print Name of Person Completing Bid Signature

Email: _____ Telephone No. _____

According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:

Nebraska law provides a sales and use tax exemption on contractor labor charges for the construction, repair, or annexation of any structure used for the generation, transmission, or distribution of electricity. Separately stated contractor labor would be exempt, all materials are taxable according to the contractor's option.

Option 1 (Section 1-017.05)_____ Option 2 (Section 1-017.06)_____ Option 3 (Section 1-017.07)_____

If the Nebraska sales and use tax election is not filed or noted above, the contractor will be treated as a retailer under Option 1 for sales and use tax purposes.

- By checking this box, Bidder acknowledges the specified completion date of the project is **August 1, 2024**.
- By checking this box, Bidder acknowledges that Addenda Number(s) (if any) _____ were received and considered in Bid preparation.

Note: If Bidder supplies individual unit pricing information as supplemental pricing to the base material and labor cost above, said individual pricing is proprietary information and should not be released under a public records request. The total base bid is not considered proprietary information and will be released pursuant to City Procurement Code.

The City reserves the right to reject any bid section(s) submitted by the successful bidder. In submitting the 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 by the bidder until after thirty (30) days from bid opening.

In submitting the bid, the bidder acknowledges the bid guarantee will 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 they fail to enter into a contract in the form prescribed and to furnish the required bonds within fifteen (15) days, but otherwise the aforesaid bid guarantee will be returned upon signing the Contract and delivering the approved bonds.

Insurance: Bidder acknowledges that their bid includes compliance with the attached insurance requirements.

If required in the Detailed Specification, the Bidder agrees to furnish the required performance and payment bond and to enter into a contract within fifteen (15) 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 and the Contract is executed. The proposed work can commence after the Contract is signed and the required bond is approved.

End of Bid Data Form

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 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Mailed bids shall include the following on the **outside** of the mailing envelope: **“Pine Street Water Shop-Masonry Repointing and Paint”**. All bids submitted by mail must include **an original and three copies** of the bid. The bid specification and on-line bidding forms are also available at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and “Click here for bid document link” through QuestCDN for a \$42.00 fee. If submitting through QuestCDN, **one** original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than Thursday, **January 25, 2024 at 2:00 p.m. local time.** to:

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

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

Bids will be opened at this time in the City Hall City Clerk’s Office located on 1st floor of City Hall. Any bid received after the specified date will not 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 City 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 cashier's check, or bid bond payable to the City of Grand Island 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, 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. Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Successful bidder shall comply with the City's insurance requirements; 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. If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Jayson Rezek at 308-385-5495 or email jrezek@giud.com for questions concerning this specification.

PINE STREET WATER SHOP MASONRY REPOINTING AND PAINT

SCOPE: The Contractor shall supply all material, equipment, labor, supervision, and technical expertise to repoint and paint the existing brick wall. The Contractor shall remove the existing paint and mortar and all other debris and legally dispose of it off site. There is approximately ~1600 sq. feet of brick to repoint and paint.

The Pine Street Water Shop is located at 370 North Pine Street, Grand Island, Nebraska.

PRE-BID MEETING: There will be a pre-bid meeting at the Pine Street Water Shop at 10:00 AM on **Thursday, January 18, 2024**. The Contractor shall observe actual conditions and verify all dimensions on the brick wall. The Contractor shall confirm all given information and advise the City representative, prior to bid, of any conflicts between the observed conditions and this specification. If this time does not work, please contact Jayson Rezek to schedule a site visit.

SUBMITTALS:

Submittals required with the Bid:

1. A list of at least three (3) similar projects completed by the Contractor with contact names and phone numbers.
2. A summary of the experience of the superintendent proposed for this project.
3. A summary of the safety rules that will be required of the workers.
4. Proposed work schedule.

PREPARATION OF SURFACES: The Contractor shall remove the existing paint and mortar prior to repointing and painting the prepared surface.

Material Specifications: The Contractor shall use Sherwin Williams Loxon or similar paint. Color should complement the existing colors of the unpainted masonry.

Product Delivery, Storage, and Handling: Materials shall be delivered to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Materials shall be delivered in sufficient quantity to permit work to continue without interruption.

Site Protection: The contractor shall adequately protect the building, paved areas, service drives, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the repointing or paint application.

During the Contractor's performance of the work, the City will continue to occupy the existing building. The Contractor shall not disrupt activities in occupied spaces.

The Contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may migrate into the building. The Contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.

Do not overload any portion of the building, either by use of or placement of equipment, storage of debris, or storage of materials.

Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.

Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work. The Contractor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.

MATERIALS, EQUIPMENT, AND SERVICES PROVIDED BY THE CITY: The City shall provide an electrical power source and a drinking water source.

MATERIALS, EQUIPMENT, AND SERVICES PROVIDED BY THE CONTRACTOR: The Contractor shall provide all materials, tools, rigging, hoists, scaffolding, safety equipment, and all other equipment necessary to completely perform the work. The Contractor shall provide temporary restroom facilities and dumpsters for debris.

SCHEDULE: The work shall be completed no later than **August 1, 2024**.

Before any work is to be completed, a meeting between the Contractor and the city representative shall be held. The conference shall address the following:

- Access to the work site.
- Area permitted for personnel parking.
- Area permitted for storage of materials and debris.
- Area permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.
- Material disposal.

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

SAFETY: The Contractor shall follow all applicable OSHA regulations and plant safety regulations.

Material Safety Data Sheets (MSDS) should be available on site at all times during the transportation, storage, and application of materials.

PRICING: The Contractor shall include in the Bid separate firm lump sum prices brick repointing and paint.

CONTACT: For any questions regarding this specification contact Jayson Rezek at 308-385-5468.

INSURANCE REQUIREMENTS: Contractor agrees to the terms of the City's Insurance Requirements attached.

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 not be 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 not be 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 thirty (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.**