



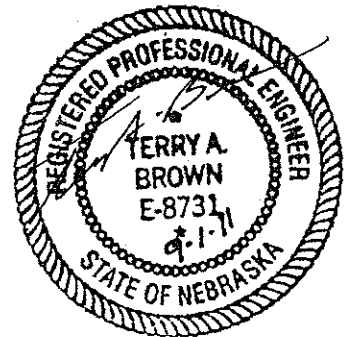
**CONCRETE FOR SLUDGE STORAGE
BUILDING 2011-WWTP-4
BID DOCUMENTS**

for

**Wastewater Division of
City of Grand Island**

**CITY OF GRAND ISLAND
PUBLIC WORKS DEPARTMENT**

AUGUST 2011



ADVERTISEMENT TO BIDDERS
for
CONCRETE FOR SLUDGE STORAGE BUILDING 2011-WWTP-4
for

GRAND ISLAND WASTE WATER TREATMENT PLANT
CITY OF GRAND ISLAND, NEBRASKA

Sealed bids will be received at the office of the City Clerk, 100 E. First St., Grand Island, NE 68801 or P.O. Box 1968, Grand Island, Nebraska 68802 until 2:15p.m., (Local Time), 15 September, 2011 for **CONCRETE FOR SLUDGE STORAGE BUILDING 2011-WWTP-4** for the City of Grand Island, Wastewater Treatment Plant. Bids will be publicly opened at this time in Conference Room #1 located on 1st floor of City Hall. Bids received after specified time will be returned unopened to the sender.

The work to be performed under the provisions of these contract documents consists of furnishing all materials, labor, equipment and appurtenances thereto for demolition of a concrete slab, and pavement. The complete construction of reinforced concrete slab placement, concrete paving including but not limited to: site excavation, aggregates, earthwork compacted to grade, expansion material, and sealants.

Bids shall be submitted on forms, which will be furnished by the City. **Please return one original and two (2) copies of each bid sheet.**

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.

Bids will be evaluated by the Purchaser based on Conformance with the terms of the Bid Documents, Bid price, Suitability to project requirements, Delivery time, Responsibility and qualification of Bidder.

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

No bidder may withdraw their bid for a period of forty-five (45) days after date of opening bids.

Specifications for use in preparing bids may be obtained from the office of the City Engineer, Second Floor, City Hall, 100 East First Street, Grand Island, NE.

TITLE VI: The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC: The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

RaNae Edwards
City Clerk

CONTRACTOR'S BID

CONCRETE FOR SLUDGE STORAGE BUILDING 2011-WWTP-4

for

Waste Water Treatment Plant

CITY OF GRAND ISLAND, NEBRASKA

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

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 (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, railroad, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations, both surface and underground which may affect or be affected by the proposed work, (d) the nature and extent of the excavations to be made and the handling and re-handling of excavated materials, (e) the location and extent of necessary or probable dewatering requirements, (f) the difficulties and hazards to the work which might be caused by storm and flood water, (g) local conditions relative to labor, transportation, hauling and rail 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 plans, 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) for and in consideration of the following prices:

ITEM DESCRIPTION:

BASE BID

| NO. | ITEM | EST. QTY | UNIT | UNIT PRICE | UNIT | EXTENDED PRICE |
|-----|---|-------------|--------|------------|-------|-------------------|
| 1. | Paving Removal | 1512 | SQ YDS | | SQ YD | |
| 2. | Site Grading | 1.0 | LS | | LS | |
| 3. | Pit Run Sand | 355 | CU YDS | | CU YD | |
| 4. | Base Course Aggregate | 582 | CU/YDS | \$ | CU/YD | \$ |
| 5. | Install 1" Expansion Joint | 791 | L.F. | \$ | L.F. | \$ |
| 6. | Install 8" Reinforced Concrete (Single Mat) | 552 | SQ/YDS | \$ | SQ/YD | |
| 7. | Install 10" Reinforced Concrete (Single Mat) | 1389 | SQ/YDS | \$ | SQ/YD | |
| 8. | Construct Standard Plan #104 Curb | 212 | L.F. | | L.F. | |
| 9. | Sidewalk 38" | 120 | L.F. | | L.F. | |
| 10. | Sidewalk 48" | 80 | L.F. | | L.F. | |

11. Adjust 2" Curb Stop

1.0

EA

EA

TOTAL BASE BID:

\$

EXPERIENCE DATA:

Each bidder shall supply the following data on their experience:

Name of Bidder: _____

Project Owner/Contact/Phone No.

Project Location

Completion Date

Additional Data: _____

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

ADDENDA:

Bidder acknowledges that the following Addendums were received and considered in Bid preparation.

ADDENDUM NO.

DATE

SIGNATURE

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

Exceptions shall be listed in the following blanks. 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 to specifications, pages _____

The undersigned bidder agrees to furnish the required bond and to enter into a contract within 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. This work shall be completed 90 calendar days after issuance of Notice to Proceed.

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 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 bond within 15 days, but otherwise the aforesaid bid guarantee will be returned upon signing the contract and delivering the approved bond.

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 45 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, 1943 and also complies with, and will continue to comply with, Section 48-657, 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 they have not directly or indirectly induced or solicited any person, firm or corporation to refrain from bidding, (c) that they have not sought, by collusion or otherwise, to obtain for himself an advantage over any other bidder or over the City of Grand Island, and (d) that they have not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

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 therewith, as an inducement for the award of a subcontract or order.

Budget 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.

LB 403. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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ARTICLE X: The City reserves the right to terminate this contract at any time upon 60 days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

DATED _____

SIGNATURE OF BIDDER: _____

If an Individual: _____ doing business
as _____

If a Partnership: _____
by _____, member of firm.

If a Corporation: _____
by _____ (Seal)
Title

BUSINESS ADDRESS OF BIDDER

TELEPHONE NUMBER OF BIDDER

FAX NUMBER OF BIDDER

INSTRUCTIONS TO BIDDERS
For
CONCRETE FOR SLUDGE STORAGE BUILDING 2011-WWTP-4
At
WASTE WATER TREATMENT PLANT
For
CITY OF GRAND ISLAND, NEBRASKA

EXCEPTIONS TO SPECIFICATIONS: Each bidder shall carefully check all requirements herein set forth and shall offer items which fully comply with these requirements or shall plainly set forth all points, features, conditions, specifications.

SUBMISSION OF BIDS: All bids shall be submitted using the "City" bid form furnished by and obtained from the City of Grand Island Wastewater Division of the Public Works Department. A full set of construction drawings, specifications, and bid documents can be obtained by contacting:

Don Rowley
City of Grand Island Wastewater Treatment Plant
3013 East Swift Road
PO Box 1968
Grand Island, NE 68802
Tel 308-385-5430

All blank spaces must be filled in. Bids received with blank spaced in Bid Form will be accepted as "Incomplete Bid".

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

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

ADDITIVE ALTERNATES: Additive alternatives are an integral part of this proposal, and to be responsive, the bidder shall quote for the Base Bid, and also for the listed additive alternatives. If the Base Bid is lower than the Construction Budget, the City reserve the right to award a contract on the basis of Base Bid alone or, if the budget allows, on the basis of Base Bid plus any or all additive alternatives, taken in order, as the Construction Budget allows.

BIDDER QUALIFICATION: Bids will be received only from qualified bidders. A bidder will be considered qualified if he is a recognized manufacturer or supplier or installer of materials and items similar to that specified herein with complete factory facilities in the United States and has had experience in the design and manufacture and installation of items 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 45 days from the date bids are opened. All bids shall remain in force for this 45-day Period. The check or bid bond of the successful bidder will be returned when the Contracts are signed by both parties and necessary bonds supplied. Should the Purchaser make an award to a Contractor who refuses to enter into Contract and furnish the required bonds within 15 days after notification of acceptance, then the bid security which has been deposited with the Purchaser will be forfeited to the Purchaser as liquidated damages.

PERFORMANCE BOND: When required, 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: When required, on award of the Contract, the successful Supplier 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 Supplier 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 of Grand Island, Waste Water Division is exempt from paying local City and State Sales Tax. Refer to Exempt Sale Certificate enclosed for your information. Contractor must pay any other tax which might be applicable.

REQUESTS FOR PAYMENT: The City of Grand Island will make payments only after approval at regularly scheduled City Council meetings. These meetings typically occur the second and fourth Monday each month. Requests for payment must be received no less than ten working days prior to the designated meeting to allow proper review and consideration. Payments will only be made after final completion of the 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, he may submit to the Purchasing Department a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum only issued and/or delivered to each person receiving a set of such documents. The addenda upon closing shall become a part of the Contract. The Purchasing Department will not be responsible for any other explanation or interpretation of the proposed documents.

TIME OF COMPLETION: Time of completion is of the essence. Construction shall be completed on or before 310 days after Notice to Proceed.

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

ADDENDA: Any addendum to the specifications issued during the time allowed for preparation of bids shall be covered in the bid and shall become a part of the specifications. One copy of each addendum issued before the date of the letting will be sent to all bidders. One signed copy is to be returned

immediately to the Purchasing Department (or other department if so designated in the Addendum) as acknowledgment of receipt.

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

BID DATA: Bidders shall submit bid data, if required, on items offered in the Bid by filling in one set of data sheets supplied by the Issuing Department. The bid sheets shall be filled out legibly in ink to permit reproduction. **Please return one (1) original and three (3) copies of each bid sheet.**

BIDDER SECURITY: Bidder security, when required, shall be enclosed in a special envelope marked, **"BIDDER SECURITY/BID FOR "CONCRETE FOR SLUDGE STORAGE BUILDING"**. The envelope shall contain only a cashier's check, certified check or bidder's 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 45 days, at the bid price, if accepted by the City.

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

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

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

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

LOCAL CONDITIONS: Each bidder shall have an authorized representative visit the site of the work and thoroughly inform himself of all conditions and factors which would affect the work and the cost thereof, including the arrangement and conditions of existing or proposed structures affecting or affected by the proposed work; the procedure necessary for maintenance of 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 clearly marked "FOR ENGINEERING DEPARTMENT" and sent through:

City of Grand Island
Wastewater Treatment Plant
P.O. Box 1968
Grand Island, NE 68802-1968
(308) 385-5430

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.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2011, 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 “ **IMPROVEMENT PROJECT 2011-WWTP-4 CONCRETE FOR SLUDGE STORAGE BUILDING**” at the **Waste Water Treatment Plant** and WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive 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, their, 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 (THREE HUNDRED NINETY FIVE THOUSAND FOUR HUNDRED EIGHTY THREE DOLLARS AND 31 CENTS) (\$395,483.31) 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 case or its equivalent in the manner proved in the General Specifications.

The total cost of the Contract included:

BASE BID

| NO. | ITEM | PRICE |
|-----|------|-------|
| | | _____ |
| | | _____ |
| | | _____ |
| | | _____ |
| | | _____ |
| | | _____ |
| | | _____ |

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 **"CONCRETE FOR SLUDGE STORAGE BUILDING 2011-WWTP-4" at the Waste Water Treatment Plant.**

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bond is approved. All work shall be completed 310 days after the Notice to Proceed.

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.

ARTICLE VI. The Contractor shall perform the work within the period of time stipulated above, unless an extension of time is granted by the City Council.

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 therewith, as an inducement for the award of a subcontract or order.

Budget 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.

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opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

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ARTICLE X: The City reserves the right to terminate this contract at any time upon 60 days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

Contractor _____

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____

Mayor

Date _____

Attest: _____

City Clerk

The contract and bond are in due form according to law and are hereby approved.

Attorney for the City

Date _____

MINIMUM INSURANCE REQUIREMENTS
for
CONCRETE FOR SLUDGE STORAGE BUILDING 2011-WWTP-4
at
Waste Water Treatment Plant
For
CITY OF GRAND ISLAND, NEBRASKA

You are urged to include in your bid compliance with the City's minimum insurance requirements; however, any non-compliance must be detailed in the Exceptions Section of the bid. Compliance with the specified OCP coverage is mandatory.

The Bidder shall take out, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect himself and the interests of the City against all hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations to the fullest extent possible and provide no exclusions relative to any aspect of the work being performed for the City. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City but regardless of such approval, it shall be the responsibility of the Bidder to maintain adequate insurance coverage at all times. Failure of the Bidder to maintain adequate 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 worker's compensation laws. The Bidder shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" endorsement.

The liability limits shall not be less than the following:

| | |
|-----------------------|------------------------|
| Workers' Compensation | Statutory |
| Employer's Liability | \$100,000 each person |
| | \$100,000 per disease |
| | \$500,000 policy limit |

2. COMPREHENSIVE AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder against all claims for injuries to members of the public and damage to property of others arising out of any act or omission of the Bidder, their agents, employees or subcontractors.

The liability limits shall be not less than the following:

| | |
|---------------------------------|--|
| Bodily Injury & Property Damage | \$ 500,000 combined single limit each occurrence |
|---------------------------------|--|

3. COMPREHENSIVE GENERAL LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder against all claims arising from injuries to members of the public or damage to property of others arising out of any action or omission of the Bidder, their agents, employees or subcontractors.

If the Bidder's work involves rehabilitation of sanitary sewer manholes and lift station wet wells,

the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings or damage to 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. OWNER'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE

The Bidder shall purchase and maintain owner's protective liability and property damage insurance issued in the name of the City, which shall protect the latter against any and all claims which might arise as a result of the operations of the Bidder or their subcontractors or the City and its agents and employees in fulfilling this Contract during the life of the Contract. The minimum amounts and coverage of such insurance shall be the same as required for comprehensive general liability.

5. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under workers' compensation and 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.

If the Bidder's work involves construction of sanitary sewers, storm sewers or water mains, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings or damage to underground property.

The liability limits shall not be less than the following:

| | |
|---------------------------------|-------------------------------|
| Bodily Injury & Property Damage | \$1,000,000 each occurrence |
| | \$1,000,000 general aggregate |

6. ADDITIONAL REQUIREMENTS

The City may require insurance covering a Bidder or subcontractor in character and 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.

7. PROOF OF CARRIAGE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall show the City as "Additionally Insured" for all coverages except Workers' Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy covered thereby is changed or canceled (strike the "endeavor to" wording often shown on certificate forms).