

*Working Together for a
Better Tomorrow. Today.*

**SPECIFICATION PACKAGE
FOR**

**FIRE HYDRANT
CONTRACT 2012-FH-1**

Bid Opening Date/Time
March 29, 2012 @ 2:15 p.m. (Local Time)
City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island, NE 68802-1968

Contact
City of Grand Island – Utilities Department
Engineering & Construction Division
(308) 385-5463

NAME OF BIDDER _____

**CHECKLIST FOR BID SUBMISSION
FOR
FIRE HYDRANT CONTRACT 2012-FH-1**

CITY OF GRAND ISLAND, NEBRASKA

Bids must be received by the City Clerk before 2:15 p.m. (local time) on Thursday, March 29, 2012.

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

- A completed bidder checklist form.
- The original bid submitted on the forms furnished by the City, and bound with the complete Contract documents as issued.
- Two (2) additional copies of this checklist for bid submission and Contractor's Proposal.
- Acknowledgment of Addenda Number(s) _____.
- Contract pricing, as applicable. (See bid form.)
- Manufacturer literature.

Bidder Company Name

Name of Person Completing Bid – Please Print

Signature

Date

Telephone No.

Fax No.

CITY OF GRAND ISLAND, NEBRASKA

FIRE HYDRANT CONTRACT 2012-FH-1

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ADVERTISEMENT TO BIDDERS

**ADVERTISEMENT TO BIDDERS
FOR
FIRE HYDRANT CONTRACT 2012-FH-1
FOR
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids will be **received at the office of the City Clerk**, 100 East First St., Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802, **until 2:15 p.m. (local time), Thursday, March 29, 2012**, for furnishing materials for Fire Hydrant Contract 2012-FH-1, FOB the City of Grand Island. Bids will be publicly opened at this time in Conference Room #1 located on 1st floor of City Hall. Bids received after the specified time will be returned unopened to sender.

The original bid shall be submitted on the bid forms furnished by the City, which shall remain bound with the complete Contract documents as issued. The bidder shall provide two (2) additional copies of the Contractor's Proposal.

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.

Bids will be evaluated by the Purchaser based on price, quality, schedule, specifications, economy and efficiency of operation, experience and reputation of bidder, to supply materials required, and adaptability of the particular item for the specific use.

The Purchaser reserves the right to reject any or all bids and 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 their bid for a period of sixty (60) days after date of opening bids.

Specifications for use in preparing bids may be obtained from the Utilities' Engineering Office located at Phelps Control Center, 700 East Bischeld Street, Grand Island, NE.

RaNae Edwards
City Clerk

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS
FIRE HYDRANT CONTRACT 2012-FH-1
CITY OF GRAND ISLAND, NEBRASKA

BIDDER QUALIFICATION: Bids will be received only from qualified bidders. A bidder will be considered qualified if they are a recognized supplier or manufacturer 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 of items of equal or greater size than that specified herein. Bidders shall furnish upon request a list of jobs of similar size, magnitude and requirements which they have satisfactorily performed. The list shall state the name of the purchaser, locations, date of purchase, size, type and operating conditions. Such data will be used to assist in determining the qualifications of the bidder, and shall be submitted within seven (7) calendar days from receipt of such a request by the City. Bidder must comply with all applicable Federal, State and local rules and regulations.

SUBMISSION OF BIDS: The original bid shall be submitted on the bid forms hereto attached and furnished by the City, which shall remain bound with the complete Contract documents as issued, **and be addressed to the City Clerk**, and plainly marked, "BID FOR FIRE HYDRANT CONTRACT 2012-FH-1." The bidder shall provide two (2) additional copies of the Contractor's Proposal.

TAX EXEMPT: The purchase of fire hydrants are exempt from Nebraska sales and use tax (*Nebraska Department of Revenue, Sales and Use Tax, Reg-1-066.14C*).

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

Bids will be evaluated by the Purchaser based on price, quality, schedule, specifications, economy and efficiency of operation, experience and reputation of bidder to supply materials required, and adaptability of the particular item for the specific use.

ALTERNATE BIDS: It is the desire of the Owner that the bidder bases 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 an alternate bid. Failure to do so may be reason for not extending any consideration to alternate bids.

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.

ADDENDA: Any addendum to the specifications issued during the time allowed for preparation of bids shall be covered in the proposal and upon closing the Contract 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 Division of the Legal Department (or other Department if so designated in the addendum) as acknowledgement of receipt. A signed copy is to be submitted with the Proposal.

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 the bidder's items offered do not meet these specifications. Such exceptions as are made shall be listed by page number in the following blanks and shall be marked in ink on the pages of these specifications. Exceptions shall be explained in detail in a letter accompanying the bid. Reference shall not be made to other attachments for exceptions and supplementary terms. Failure to outline such exceptions as specifically stated herein will require the successful bidder to comply with these specifications. In case of conflict between the bid and these specifications, these specifications shall govern unless specific exceptions are listed by the bidder.

Exceptions to specifications, pages _____

DESCRIPTIVE LITERATURE: The bidder shall attach hereto, and it shall be made part of this bid, two (2) copies of regularly printed literature and diagrams, as published by the manufacturer, which sets out and fully describes the equipment to be furnished in the bid. The bidder shall provide with their bid such additional information which describes fully the manufacturer, type, style, dimensions, and catalog number for all components of the materials to be supplied.

DATA PRIVACY: Bidders agrees to abide by all applicable local, state, and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, patents and patent rights. The bidder agrees to hold the Purchaser harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

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.

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

DRUG FREE WORKPLACE POLICY: Bidders shall furnish upon request, a copy of their drug free workplace policy.

CORRESPONDENCE: Correspondence regarding drawings, instruction manuals, and other engineering data shall be clearly marked "**FOR FIRE HYDRANT CONTRACT 2012-FH-1**" and sent through:

Purchasing Division of the Legal Department
P. O. Box 1968
Grand Island, NE 68802-1968

Telephone (308) 385-5444, Ext. 138

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 Division of the Legal 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 Purchasing Division of the Legal Department will not be responsible for any other explanation or interpretation of the proposed documents.

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.

TIME OF COMPLETION: Time of completion is the essence of this Contract; therefore a meaningful delivery date must be provided for receipt of materials. All materials shall be delivered by the stated date and as specified in the Contractor's Proposal.

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 proper review and consideration.

CONTRACTOR'S PROPOSAL

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.

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 _____

FORM OF CONTRACT AGREEMENT

**CONTRACT AGREEMENT
FOR
FIRE HYDRANT CONTRACT 2012-FH-1
CITY OF GRAND ISLAND, NEBRASKA**

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 furnishing materials for FIRE HYDRANT CONTRACT 2012-FH-1; 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 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 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. It is understood and agreed that time is the essence of the Contract. No work shall commence until the Contract is executed, and a Notice to Proceed is issued. The Contractor shall coordinate with the City of Grand Island Utilities Department relative to scheduling work. All materials shall be delivered within _____ calendar days from date of Notice to Proceed.

ARTICLE IV. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable local, State and Federal rules and regulations. The Contractor agrees to maintain a drug free workplace and to provide a copy of its policy to the City upon request.

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

Contractor _____

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____

Date _____

Mayor

Attest: _____

Date _____

City Clerk

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

Attorney for the City

Date _____

DETAILED SPECIFICATIONS

**FIRE HYDRANT CONTRACT 2012-FH-1
DETAILED SPECIFICATIONS**

CITY OF GRAND ISLAND, NEBRASKA

SECTION 100 -- GENERAL

100.01 DEFINITIONS. "Purchaser", "Party of the First Part", or "City" shall mean the City of Grand Island, Nebraska, a municipal corporation acting through its authorized City officials or appointed representatives.

"Contractor" or "Party of the Second Part" shall mean the party having entered into Contract to perform the work herein specified.

"Work" of the Contractor or Subcontractor includes labor or materials, or both.

"As Directed", "As Required", "Acceptable To", and words of like import shall mean that the direction, requirements, or permission of the City is intended.

100.02 SPECIFICATIONS. These Detailed Specifications and all other Divisions of the City of Grand Island Specifications shall be considered a part of this Contract, whether or not attached into these specifications, and it shall be the Contractor's responsibility to comply with all requirements thereof. No attempt has been made in these specifications to segregate work to be performed by any trade or subcontractor. Any segregation between the trades or crafts will be solely a matter for agreement between the Contractor and their employees or their subcontractors. The applicable provisions of the specifications whereof will govern work to be performed under each section.

100.03 STANDARDS. Reference is made through these specifications to ASTM (American Society for Testing and Materials), ANSI (American National Standards Institute), AWWA (American Water Works Association), and other similar standards. In all cases, the materials shall comply in all respects to the latest revised specifications quoted, and such standards are as much a part of these specifications as if quoted verbatim herein.

SECTION 200 – FIRE HYDRANTS

200.01 MATERIALS. All materials and appurtenances shall be new and unused, and shall conform to the applicable governing standard specifications, except where modified and supplemented herein. In case of a conflict with applicable governing standard specifications, the requirements of the City of Grand Island's specifications shall govern.

Prior to approving the request for payment, the Purchaser reserves the right to thoroughly inspect and test the equipment to confirm compliance with the specifications. Any equipment which does not meet the Purchaser's requirements will be returned at the Contractor's expense for correction. Any specified data, diagrams, and manuals shall be received prior to approval for payment.

200.02 OPTIONAL EQUIPMENT. The general and detailed specifications are the minimum requirements. The Contractor may include optional equipment if desired. Optional equipment should be noted as such.

200.03 FIRE HYDRANTS. Fire hydrants shall conform to the "AWWA STANDARD FOR DRY-BARREL FIRE HYDRANTS," ANSI/AWWA C502 and subsequent revisions. Hydrants shall be manufactured with "O" ring packing, 5-1/4" valve opening, 6" stand pipe, 6" mechanical joint inlet, two 2-1/2" hose connections (nozzle) with 3-1/16" OD and 7-1/2 threads per inch NST and one 4-1/2" pumper connection (nozzle) with 5-3/4" OD and 4 threads per inch NST. Hydrants shall have a 1-1/2" pentagonal operating and nozzle cap nuts which open left or counterclockwise.

Fire hydrants shall be furnished with all the required connecting bolts, nuts, glands, and gaskets.

Fire hydrants shall be painted with an industrial enamel exterior grade paint, with yellow barrels, red caps, and red bonnet. Colors shall be Guardsman Yellow #760-4004-00 and Red #760-7008-00, or Sherwin Williams Yellow #F77Y9 and Red #77R7, or Glidden Yellow #4540 and Red #4520.

Hydrants shall be: American-Darling #B-62-B hydrant with five and a half foot bury; or Kennedy Guardian K-81D hydrant with five and a half foot bury; or Mueller Centurion #A-423 3-way hydrant with five foot bury.

SECTION 300 – CONTROL OF MATERIALS

300.01 PACKING AND SHIPMENT. The Contractor shall prepare all materials for shipment in a manner to facilitate unloading and handling, and to protect against damage or unnecessary exposure in transit and storage. Provisions for protection shall include means to prevent corrosion, moisture damage, mechanical injury, and accumulation of dirt.

Each item shall be tagged or marked as identified in the delivery schedule or on shop drawings, and complete packing lists and bills of material shall be included with each shipment. Each piece of every item need not be marked separately provided that all pieces of each item are packed or bundled together, and the packages or bundles are properly tagged or marked.

The Contractor shall be responsible for the safe arrival of the items, and shall replace or repair at his own expense any item lost or damaged prior to its delivery at the point of destination.

300.02 DELIVERY SCHEDULE. It shall be the responsibility of this material contractor to notify the Purchaser of the planned delivery of all materials so that work may be properly coordinated.

The Contractor shall notify the City's Water Department (308-385-5436) at least twenty-four (24) hours in advance of materials arriving on site to make arrangements for material delivery and unloading.

300.03 DELIVERY LOCATION. The materials herein specified shall be delivered F.O.B. the Burdick Generation Station storage yard, located at: 580 South Stuhr Road, Grand Island, Nebraska. This is a controlled access location. The storage yard's main drive is located on the west side of Stuhr Road, 5/8 mile south of U.S. Highway 30.

The Purchaser will receive, check, unload, and inventory all materials in accordance with proper notice. The Purchaser will also report any apparent damage to the Contractor prior to or during unloading, and advise the Contractor of any shortage at time of delivery.

300.04 REPAIR AND/OR REPLACEMENT OF DEFECTIVE PORTIONS. The Contractor shall be responsible for a period of one year from and after the date of acceptance by the Purchaser of the work covered by the Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which in the judgment of the Purchaser shall become necessary during such period. If certain portions are shown to be defective within the original warranty period then the warranty period on those portions shall be extended one year from and after such time that all defects are corrected. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary. New parts, required to replace defective materials, shall be furnished without cost to the Purchaser, F.O.B. the Purchaser's plant site during the warranty period.

If the Contractor should fail to begin such repairs or replacement within this period or in case of emergency where in the judgment of the Purchaser delay would cause serious loss or damage, the repairs and/or replacements may be made by the Purchaser and charged to the Contractor.

The Contractor warrants to the Purchaser that the work of this Contract will be free from defects in material, workmanship, and title, and will meet the specifications contained in the Contract.