

ADVERTISEMENT TO BIDDERS
For
SEWER PROJECT 2012-S-3
5th STREET SANITARY SEWER IMPROVEMENTS
CITY OF GRAND ISLAND, NEBRASKA – 2012
CDBG # 11-CR-003

Sealed bids will be received at the office of the City Clerk, 100 E. First Street., Grand Island, NE 68801 or P.O. Box 1968, Grand Island, Nebraska 68802 until **2:00 p.m., (Local Time), Tuesday, October 30, 2012**, for the construction of **“Sewer Project 2012-S-3, 5th Street Sanitary Sewer Improvements, City of Grand Island, Nebraska – 2012”** for the City of Grand Island. Bids will be publicly opened at this time in the Conference Room #1 located on 1st floor of City Hall. Bids received after specified time will be returned unopened to sender.

The project is briefly described as follows:

For furnishing all materials, equipment, labor, and appurtenances thereto for installation of a new sanitary sewer interceptor line complete with manholes and for the rehabilitation of sanitary sewer lines using the Cured-In-Place Pipe (CIPP) process and miscellaneous items described in the plans and specifications. All work shall be done without loss of continuity to the City sewer system. This may involve phasing construction, varying work shifts under this Contract, and/or bypass pumping.

The project is located at on 5th Street from Eddy Street to Vine Street and along the alley between 4th Street and 5th Street from Eddy Street to Vine Street.

Bids shall be submitted on forms which will be furnished by the City. Each bidder shall submit with their bid a certified check, a cashiers check or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within 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 in clearly marked and separate envelopes will result in your bid not being opened or considered.** Bid bonds must be issued by surety companies authorized to do business in the State of Nebraska. **Please return one bound original and four copies of the Form of the Contractor’s 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 comply with the requirements of City's insurance, performance and payment bonds, Davis Bacon Wages, and Community Development Block Grant (CDBG). Successful bidder shall maintain a Drug Free Workplace Policy.

Bids will be evaluated by the Purchaser based on price, quality, adherence to schedule, plan and specification, economy and efficiency of operation, experience and reputation of 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 and to waive irregularities therein and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

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 to order.

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 of 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 contract 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.

No bidder may withdraw their bid for a period of sixty (60) days after date of opening bids.

Plans and specifications for use in preparing bids may be obtained from the office of Olsson Associates, 201 East 2nd Street, Grand Island, NE, 68802-1072, (308)-384-8750. Bids will not be accepted from bidders that are not listed on the Engineer's Bidding Document Holders List as having complete sets of Bidding Documents.

Bidding documents may be examined in the City's office, City Public Works Department, 100 East First Street, Grand Island, Nebraska, 68801, or at the Engineer's Consultant office, Olsson Associates, 201 East 2nd Street, Grand Island, NE, 68802-1072.

The following plan room services have received sets of Bidding Documents for the Work completed herein:

Builders Plan Service, Chamber of Commerce, 309 West 2nd Street, Grand Island, NE 68801
Lincoln Builders Bureau, 5910 S. 58th Street, Suite C, Lincoln, NE 68156
Reed Construction Data, 30 Technology Parkway South, Suite 100, Norcross, GA 30092
Omaha Builders Exchange, 4255 South 94th Street, Omaha, NE 68127
Hastings Builders Bureau, 301 South Burlington, Hastings, NE 68901
Kearney Builders Bureau, 1007 2nd Avenue, Kearney, NE 68898

RaNae Edwards
City Clerk

INSTRUCTIONS TO BIDDERS

SEWER PROJECT 2012-S-3 5TH STREET SANITARY SEWER IMPROVMENTS CITY OF GRAND ISLAND, NEBRASKA – 2012 CDBG # 11-CR-003

BIDDING DOCUMENTS: Bidding documents, plans and specifications for use in preparing bids may be obtained from the office of Olsson Associates, 201 East 2nd Street, Grand Island, NE, 68802-1072, (308) 384-8750.

Bids will not be accepted from bidders that are not listed on the Engineer's Bidding Document Holders List as having complete sets of Bidding Documents.

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: All bids shall be submitted on the bound bid forms hereto attached, which shall remain bound with Volume 1 of 2 of the complete Contract documents as originally issued, and be addressed to the City Clerk, and plainly marked, "BID FOR SEWER PROJECT 2012-S-3." The bidder shall provide four (4) additional copies of the Bidder's Checklist and Form of the Contractor's Bid.

BIDDER SECURITY: Bidder security, when required, shall be enclosed in a special envelope marked, "BIDDER SECURITY / BID FOR SEWER PROJECT 2012-S-3." The envelope shall contain only a cashier's check, certified check, or bidder's bond.

This special envelope shall be attached to a sealed envelope containing the bid and any other requested bid materials. This second envelope shall be marked "BID FOR SEWER PROJECT 2012-S-3." Bids of an incomplete nature or subject to multiple interpretations may, at the option of the purchaser, be rejected as being irregular.

Pre-Bid Conference: A pre-bid conference will be held for this project on Thursday, October 18, 2012 at 10:00 a.m. at Olsson Associates office (201 East 2nd Street). Representatives of the City and Engineer will be present to discuss the project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

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 sixty (60) days from the date bids are opened. All bids shall remain in force for this 60-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 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 AND PAYMENT BONDS: A Performance Bond in an amount equal to one-hundred percent (100%) of the Contract Price, conditioned upon faithful performance of the Contract and payment of all people supplying labor and/or furnishing materials will be required coincident with the execution of the Contract. According to Nebraska Law, the surety company executing the Performance Bond must be authorized to do business in the State of Nebraska.

A Payment Bond, in an amount equal to one-hundred percent (100%) of the Contract Price for protection of all people supplying labor and materials to the Contractor or its subcontractors for the performance of the work provided for in the Contract will be required coincident with the execution of 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.

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.

Site Inspected By: _____

Date: _____

BASE BID: The bidder is expected to base their bid for furnishing and installing 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 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 and plans. 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.

AWARD OF BIDS: The contract will be awarded to a single bidder for both Bid Section "A" and Bid Section "B". The bid will be evaluated on the basis of the least total cost for both bid sections (Bid Section "A" and Bid Section "B").

ADDENDA: Any addendum to the specifications issued during the time allowed for preparation of bids shall be covered in the bid and, upon closing, 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 acknowledgment of receipt.

TAXES – SEWER PROJECT: The Grand Island Sewer Department 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.

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. References 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: _____

BID EVALUATION: Bids will be evaluated by the Purchaser based on price, quality, adherence to schedule, plan and specification, economy and efficiency of operation, experience and reputation of 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 and to waive irregularities therein and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

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 him of any contractual responsibility or obligation.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS: This project is partially funded from a grant by the Nebraska Department of Economic Development. The Bidder / Contractor will be required to comply with all requirements subject to the grant.

Davis-Bacon Act Wages are required for Bid Section "B" of this project. The bidder acknowledges that they have reviewed the Area Wage Determination for the project and will comply with the requirements of the Davis-Bacon Act and related acts.

Authorized Representative: _____

Date: _____

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.

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.

CORRESPONDENCE: Correspondence regarding drawings, instruction manuals, and other engineering data shall be clearly marked "SEWER PROJECT 2012-S-3" and sent through:

Purchasing Division of the Legal Department
City of Grand Island
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.

PROJECT TIME FRAME: It is understood and agreed that time is of the essence of the Contract. No work shall commence until the Certificate of Insurance and bonds (when required) are approved by the City, the Contract is executed, and a Notice to Proceed is issued. The Contractor shall coordinate with the City of Grand Island Public Works relative to scheduling work.

All work, including restoration, shall be completed by **August 15, 2013 for Bid Section "A" and June 30, 2013 for Bid Section "B"**, as listed in the Contract Agreement.

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.

BUDGET YEAR: The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending 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 and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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 of 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 contract 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.

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

CONTRACTOR'S BID

SEWER PROJECT 2012-S-3 5TH STREET SANITARY SEWER IMPROVEMENTS CITY OF GRAND ISLAND, NEBRASKA – 2012 CDBG # 11-CR-003

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, 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) for;

IN CONSIDERATION OF THE FOLLOWING UNIT PRICES. These prices shall be used to adjust the bid price in the event the specifications or plans and drawings are altered or changed by the City due to unforeseen conditions. The unit prices shall be used in conjunction with, DIVISION I GENERAL SPECIFICATIONS, Section 9.04, titled "Payment for Extra Work." These prices will be used as the established price for any additions or deductions to the contract work. Unit prices shall include all materials, supplies, equipment, labor, and taxes necessary to furnish and install the unit complete. **The contractor will be paid on the basis of actual quantity times unit price:**

Bid Section "A" – Sewer Project 2012-S-3

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
C1.01	Mobilization / Demobilization	LS	1	\$ _____ /LS	\$ _____
C1.02	21" PVC Sanitary Sewer Line, SDR 26	LF	3,787	\$ _____ /LF	\$ _____
C1.03	48" Dia. Precast Manhole – Type 2 (5' Depth)	EA	11	\$ _____ /EA	\$ _____
C1.04	Additional Manhole Depth, Type 2	VF	120.15	\$ _____ /VF	\$ _____

Bid Section "B" – Sewer Project 2012-S-3

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
C1.01	Mobilization / Demobilization	LS	1	\$ _____ /LS	\$ _____
C1.02	15" CIPP Liner	LF	3,790	\$ _____ /LF	\$ _____
C1.03	15" PVC Sanitary Sewer Line (Spot Repair), SDR 26	LF	126	\$ _____ /LF	\$ _____
C1.04	Spot Repair Excavation	EA	12	\$ _____ /EA	\$ _____
C1.05	Reinstate Sewer Service (CIPP Liner)	EA	150	\$ _____ /EA	\$ _____
C1.06	Reinstate Sewer Service (Spot Repair)	EA	14	\$ _____ /EA	\$ _____
C1.07	CIPP Service Liner	EA	40	\$ _____ /EA	\$ _____
C1.08	Remove and Replace Pavement	SY	408	\$ _____ /SY	\$ _____
C1.09	Remove and Replace Grate Inlet	EA	1	\$ _____ /EA	\$ _____
C1.10	Bypass Pumping	LS	1	\$ _____ /LS	\$ _____
C1.11	Traffic Control	LS	1	\$ _____ /LS	\$ _____

ITEM

C.1 Total Bid Section "B" for Sewer Project 2012-S-3 (Item C.1 must equal total sum of Items C1.01 through C1.11)

_____ (Words) \$ _____ (Figures)

Total Bid Sections "A" & "B"

_____ (Words) \$ _____ (Figures)

Bid Sections "A" and "B" are tied

COMPLETION DATE: If awarded under the terms of these Contract documents, the undersigned Bidder agrees to complete the specified work by **August 15, 2013 for Bid Section "A" and June 30, 2013 for Bid Section "B"**.

LIQUIDATED DAMAGES: Liquidated damages shall be \$100.00 per working day for every working day past the completion date and as summarized in the labor standard clauses.

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:

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

The undersigned bidder agrees to furnish the required bond and to enter into a contract within (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 him and he fail to enter into a contract in the form prescribed and to furnish the required bond within 20 days, but otherwise the aforesaid bid guarantee will be returned upon his 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 sixty (60) 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.

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 _____

MINIMUM INSURANCE REQUIREMENTS

SEWER PROJECT 2012-S-3

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 Owner's and Contractor's Protection 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 workers 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 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
---------------------------------	----------------------------------

3. COMPREHENSIVE GENERAL LIABILITY

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 units. 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. 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. 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 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. 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.

CONTRACT AGREEMENT

SEWER PROJECT 2012-S-3
5TH STREET SANITARY SEWER IMPROVEMENTS
CITY OF GRAND ISLAND, NEBRASKA - 2012
CDBG # 11-CR-003

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 construction of

Sewer Project 2012-S-3, 5th Street Sanitary Sewer Improvements, City of Grand Island, Nebraska - 2012; 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 (Volumes 1 and 2), 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 **Sewer Project 2012-S-3 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. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. It is understood and agreed that time is the essence of the Contract. No work shall commence until the Certificate of Insurance and bonds (when required) are approved by the City, the Contract is executed, and a Notice to Proceed is issued. The Contractor shall coordinate with the City of Grand Island relative to scheduling work. All work, including restoration, shall be completed by August 15, 2013 for Bid Section "A" and June 30, 2013 for Bid Section "B". Should the Contractor fail to perform the work within the period of time stipulated in the

Contract Agreement, the Contractor shall pay to the City, as liquidated damages and not as a penalty, \$100.00 per working day of default unless extensions of time are granted by the City specifically to provide for the waiving of liquidated damages. The City shall have the right to deduct the liquidated damages from any moneys in its hands, otherwise due, or to be come due, to the Contractor, or to sue for and recover compensation for non-performance of this contract within the time stipulated.

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. The Contractor agrees to maintain a drug-free workplace and to provide a copy of its policy to the City upon request.

ARTICLE VI. City code states that it is unethical for any person to offer, give, or to 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.

ARTICLE VII. This project is partially funded from a Community Development Block Grant (CDBG) grant by the Nebraska Department of Economic Development. The Bidder / Contractor will be required to comply with all requirements subject to the grant. Davis-Bacon Act Wages are required for this project.

ARTICLE VIII. 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 and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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.

_____ Date _____

Attorney for the City