

ADVERTISEMENT TO BIDDERS

WATER MAIN PROJECT 2013-W-1

CLARK ST AND UNION PACIFIC RAILROAD
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 2:00 p.m. (local time) on Thursday, February 14, 2013** for furnishing labor, tools, equipment, materials, and doing all work for Water Main Project 2013-W-1 involving the installation of new 24" dia. steel casing and 12" dia. carrier pipe under the Union Pacific Railroad at Clark St between S. Front St. and N. Front St., 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. Additionally, the bidder shall provide two (2) copies of the Form of the Contractor's Bid. Bidding documents, plans, and 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; Telephone (308) 385-5460. Each bidder will be assigned a "numbered" set of documents. Bids must be submitted on the "numbered" document set. Failure to submit bids on the "numbered" document set may result in disqualification of the bid.

Each bidder shall submit with their bid a certified check, a cashier's check or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within twenty (20) days, at the bid price, if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information 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.

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

Successful bidder shall comply with the City's insurance requirements and supply performance and payment bonds.

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.

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

RaNae Edwards, City Clerk

INSTRUCTIONS TO BIDDERS

WATER MAIN PROJECT 2013-W-1

CLARK ST. AND UNION PACIFIC RAIL ROAD

FOR

CITY OF GRAND ISLAND, NEBRASKA

PROJECT DESCRIPTION: The project involves, but is not limited to: furnishing labor, tools, equipment, materials, and appurtenances thereto for the complete installation of Water Main Project 2013-W-1, FOB the City of Grand Island, NE. The project is located within Clark St. extended, commencing at the South Front Street and continuing northerly under the Union Pacific Railroad tracks to North Front Street.

BIDDING DOCUMENTS: Bidding documents, plans and specifications for use in preparing bids may be obtained from the City of Grand Island Utilities Department located at 700 E Bischeld; PO Box 1968, Grand Island, NE 68802, 308-385-5460.

Bids will not be accepted from bidders that are not listed on the City'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 bid forms hereto attached, which shall remain bound with the complete Contract documents as originally issued, and be addressed to the City Clerk, and plainly marked, "BID FOR WATER MAIN PROJECT 2013-W-1". The bidder shall provide two (2) additional copies of the Bidder Checklist of the Contractor's Bid.

BIDDER SECURITY: Bidder security, when required, shall be enclosed in a special envelope marked, "BIDDER SECURITY / BID FOR WATER MAIN PROJECT 2013-W-1". 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 WATER MAIN PROJECT 2013-W-1". Bids of an incomplete nature or subject to multiple interpretations may, at the option of the purchaser, be rejected as being irregular.

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, when required, 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, when required, 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.

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.

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 -- WATER MAIN: The Grand Island Utilities Department is a non-exempt body and, as such, is required to pay City Sales Tax (which at present is 1.5%) and State Sales Tax (which at present is 5.5%). Therefore, all applicable taxes shall be included in the unit price relative to the water main and shall be paid by the Contractor as part of the Contract price. The Contract price will be adjusted to compensate for any changes in taxes applicable or changes in tax rates which occur subsequent to the bid opening date and prior to completion of the Contract, in a manner equitable to both parties.

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.

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.

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 "WATER MAIN PROJECT 2013-W-1" 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: 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 Utilities Department relative to scheduling work.

All work, including restoration, shall be completed by May 31, 2013 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.

TITLE VI: The City of Grand Island, in accordance with Title VI of 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 on 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for addition information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

CONTRACTOR'S BID

WATER MAIN PROJECT 2013-W-1

CLARK STREET AND UNION PACIFIC RAILROAD

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, 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; and 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, 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:**

ITEM
D.1 BID FOR WATER MAIN PROJECT 2013-W-1
(TOTAL SUM OF ITEMS D.1.01 THROUGH D.1.07)

		\$ _____	
		(Words)	(Figures)
ITEM	DESCRIPTION	QUANTITY ESTIMATE	UNIT PRICE \$ TOTAL PRICE \$
D.1.01	24" Dia x 0.438" Steal Casing	209.0 IF	\$ _____ \$ _____
D.1.02	12"D.I. Pipe (R.J.)	218.0 IF	\$ _____ \$ _____
D.1.03	12" Tapped Cap (M.J.)	1 EA	\$ _____ \$ _____
D.1.04	12" Cap (MJ)	1.0 EA	\$ _____ \$ _____

ITEM	DESCRIPTION	QUANTITY		TOTAL PRICE \$
		ESTIMATE	UNIT PRICE \$	
D.1.05	12" Retainer Gland	2.0	EA	\$ _____
D.1.06	8 mil Polywrap	218.0	IF	\$ _____
D.1.07	Temp Traffic & Erosion Control	1.0	EA	\$ _____

Notes:

The Grand Island Utilities Department is a non-exempt body and, as such, is required to pay City sales tax (which at present is 1.5%) and State sales tax (which at present is 5.5%). Therefore, all sales taxes relative to the water main shall be paid by the Contractor as part of the Contract price. If bidder fails to include all applicable sales tax in their bid price, the City will add a 7.0 % figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

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

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

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

The bidder shall provide the following breakdown of the water main bid information for use by the Grand Island Finance Department:

Sub-total for Sales Tax: \$ _____

Sub-total for Materials Cost: \$ _____

Sub-total for Services Cost (Labor and Incidental Services Rendered) \$ _____

Total of above items must equal Item D.1

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: _____

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 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
WATER MAIN PROJECT 2013-W-1
CLARK STREET AND UNION PACIFIC RAILROAD

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 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. BUSINESS 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
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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 limits. The liability limits shall not be 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 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). 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 or revised limits or claims paid which affect the aggregate of any policy.

CONTRACT AGREEMENT

WATER MAIN PROJECT 2013-W-1

**CLARK STREET AND UNION PACIFIC RAIL ROAD
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 construction of _____; 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 **water main 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 taxes covered by and included in the Contract; and

_____ Dollars (\$ _____),
for all materials covered by and included in the Contract; and

_____ Dollars (\$ _____),
for all services covered by and included in the Contract; for total amount 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 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 IV. 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 V. 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.

ARTICLE VII. 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, the erosion control plan has been submitted, 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 within by May 31, 2013.

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 _____