

SECTION 00020 INVITATION TO BID

Scaled Bids for the Grand Island North Interceptor – Phase I (Project No. 2012-S-6), addressed to City Clerk, City Hall, 100 East First Street, PO Box 1968 Grand Island, Nebraska 68802, will be received at the office of the **City Clerk, City of Grand Island, State of Nebraska (OWNER)**, **until 2:00 p.m., local time, on the 23rd Day of April, 2013**. Any Bids received after the specified time will not be considered, and returned unopened.

Bids will be publicly opened and read on the above date and time.

The proposed Work is generally described as follows:

- Installation of approximately 7,000 linear feet of 54-inch diameter sanitary sewer and associated manholes from the City of Grand Island's Wastewater Treatment Plant to the intersection of 7th Street and 4th Street. Approximately 1,250 linear feet of the 7,100 linear feet will require removal and replacement of the City's existing 30-inch diameter sanitary sewer (reinforced concrete pipe) and manholes.
- Installation of approximately 980 linear feet of 42-inch sanitary sewer within a maximum of 66-inch diameter casing pipe. The casing pipe will be installed by microtunneling and will be for a 185 linear foot crossing at US Highway 30 and a 525 linear foot crossing at the Union Pacific Railroad tracks.
- Installation of approximately 130 linear feet of 27-inch FRPM direct jack pipe by microtunneling.
- Sliplining of approximately 3,990 linear feet 30-inch reinforced concrete host pipe with 24-inch diameter sanitary sewer.
- Sliplining of approximately 960 linear feet of 36-inch reinforced concrete host pipe with 24-inch diameter sanitary sewer.
- Installation of approximately 670 linear feet of 8-inch diameter sanitary sewer and associated manholes.
- Installation of approximately 680 linear feet of 24-inch diameter sanitary sewer and associated manholes.
- Installation of approximately 415 linear feet of 27-inch diameter sanitary sewer and associated manholes with at least 130 feet being installed by horizontal directional drilling.

In order for a CONTRACTOR to submit a Bid, a Bidder must be able to provide proof of meeting all five (5) of the following (items may be projects that are independent of one another):

- Successful completion of at least two (2) sanitary sewer pipeline projects within the last six (6) years with a minimum length of 3,500 feet each of 36-inch diameter or larger sanitary sewer pipe.
- Successful completion of at least two (2) sanitary sewer pipeline projects within the last six (6) years where at least 2,500 linear feet of the pipeline had to be dewatered.
- Successful completion of at least two (2) sanitary sewer pipeline projects within the last six (6) years where the trench excavation depth was 20 feet or greater for at least 2,500 linear feet.
- General Contractor or sliplining sub-contractor shall have a minimum of three (3) years experience in sewer rehabilitation. Experience shall include installation of a minimum of 30,000 linear feet of 20-inch and larger diameter slipline pipe on a minimum of three (3) different projects utilizing the same sliplining trenchless technology as indicated in the Bid.

- Contractor shall have an experience modification rate (EMR) of less than one (1) for the past three (3) years.

A mandatory pre-bid conference will be held at Grand Island City Hall, Community Meeting Room (in the basement) at 10:00 a.m. local time on the 9th of April, 2013. Bidders are required to attend the conference. Bids will not be accepted from bidders that do not have a representative at the pre-bid conference.

The Work will be completed in all respects within 245 calendar days from the date when the Contract Times commence to run. Additional Contract Time information is set forth in the Agreement.

Bidding Documents may be examined in OWNER's office, City Public Works Department, 100 East First Street, Grand Island, Nebraska 68801.

Bidding Documents may be obtained from the ENGINEERS's office upon payment of \$150.00 for each set of documents. Return of the documents is not required, and the amount paid for the documents is nonrefundable. No bids will be accepted if CONTRACTOR has not obtained hard copies of the Bidding Documents. A CD-ROM may be obtained with files in Adobe Acrobat format upon payment of an additional \$25.00 each. Contact information for Bidding Documents at ENGINEER's office is as follows:

Anita Heffernan, Black & Veatch, 720-834-4340 or HeffernanA@bv.com

Send requests for Bidding Documents to the attention of the Engineer: Anita Heffernan, Black & Veatch, 6300 S. Syracuse Way Suite 300, Centennial, Colorado 80111.

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

Lincoln Builders Bureau
5910 S. 58th Street, Suite C
Lincoln, NE 68156

Omaha Builders Exchange
4255 South 94th Street
Omaha, NE 68127

Reed Construction
30 Technology Parkway South; Suite 100
Norcross, GA 30092

Builders Plan Service
c/o Chamber of Commerce
309 W. 2nd Street
Grand Island, NE 68801

Neither OWNER nor ENGINEER has any responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the source(s) indicated in these documents. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source(s) listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

Each Bid must be submitted on the prescribed Bid Form, including a completed Bidder Checklist Form and bidding attachments, and accompanied by Bid security as prescribed in the Instructions to Bidders, payable to OWNER in an amount not less than five (5) percent of the amount Bid. The bid security must be submitted in a separate envelope.

The Successful Bidder will be required to furnish the additional Bond(s) prescribed in the Bidding Documents.

Pursuant to Nebraska Revised Statutes Section 77-3102, Bidders who are non residents of this state, desiring to engage in, prosecute, follow, or carry on the business of contracting within this state shall register with the Tax Commissioner, and each contract to which a nonresident Bidder is a party shall be registered with the Tax Commissioner.

For general information concerning the proposed Work, contact ENGINEER, Tim Engemoen of Black & Veatch, by email at EngemoenTW@bv.com or by telephone at (720) 834-4230. Questions regarding Interpretations and Addenda shall be sent to OWNER (with CC to ENGINEER) as specified in Instructions to Bidders (Section 00100), Article 7.

OWNER reserves the right to reject all Bids or any Bid not conforming to the intent and purpose of the Bidding Documents, to waive irregularities therein, and to accept whichever bid may be in the best interest of the City. No bidder may withdraw his/her bid for a period of one hundred twenty (120) days after the date of the bid opening.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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

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

RaNae Edwards

City Clerk.

END OF SECTION

BIDDER CHECKLIST FORM

**Grand Island, Nebraska
North interceptor – Phase I
Project No. 2012-S-6**

For
PUBLIC WORKS, WASTEWATER DIVISION
CITY OF GRAND ISLAND, NEBRASKA

Bids must be received by the City Clerk before 2:00 p.m., local time, on the 23rd day of April, 2013.

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

- A completed bidder checklist form.
- Two signed originals of the Bid Form and two copies of the bidding attachments.** (Ref: Instructions to Bidders Article 16).
- Acknowledgment of Addenda Number(s)_____
- Firm unit pricing; or lump sum pricing as applicable (See Bid Form).
- A certified check, cashiers check or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the bid price 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.
- Certificate of Compliance Fair Labor Standards.
- Evidence of Bidder's Qualifications to do Business in Nebraska.
- Exceptions to the bid. If none; print "NO EXCEPTIONS"

Bidder Company Name

Date

Print-Name of Person Completing Bid

Signature

Telephone No. _____

Fax No. _____

SECTION 00100 INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS.

- 1.1. Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions.
- 1.2. Certain additional terms used in the Bidding Documents have the meanings indicated below which are applicable to both the singular and plural thereof:
 - 1.2.1. *Bidder*--One who submits a Bid to OWNER as distinct from a sub-bidder, who submits a Bid to a Bidder.
 - 1.2.2. *Apparent Low Bidder*--that Bidder whose Bids as offered in the Bid Form represents the lowest total as determined by the Base Bid.
 - 1.2.3. *Successful Bidder*-- lowest, responsible and responsive Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS.

- 2.1. Complete sets of the Bidding Documents in the number and format (paper or CD-ROM) requested and for the deposit sum, if any, stated in the Invitation to Bid may be obtained from the issuing office.
- 2.2. Complete hardcopy sets of Bidding Documents must be used in preparing Bids. Neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.
- 2.4. Bidding Documents made available on the above terms are only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS.

- 3.1. Each Bidder shall submit with its Bid satisfactory evidence of Bidder's qualifications to perform the proposed Work. To be considered a responsive bidder, the Bidder must submit references (include phone numbers, contact name(s) and a brief description of the work completed by Bidder) for each of the five (5) following (items may be projects that are independent of one another):
 - Successful completion of at least two (2) sanitary sewer pipeline projects within the last six (6) years with a minimum length of 3,500 feet each of 36-inch diameter or larger sanitary sewer pipe.
 - Successful completion of at least two (2) sanitary sewer pipeline projects within the last six (6) years where at least 2,500 linear feet of the pipeline had to be dewatered.
 - Successful completion of at least two (2) sanitary sewer pipeline projects within the last six (6) years where the trench excavation depth was 20 feet or greater for at least 2,500 linear feet.

- General Contractor or sliplining sub-contractor shall have a minimum of three (3) years experience in sewer rehabilitation. Experience shall include installation of a minimum of 30,000 linear feet of 20-inch and larger diameter slipline pipe on a minimum of three (3) different projects utilizing the same sliplining trenchless technology as indicated in the Bid.
- Contractor shall have an experience modification rate (EMR) of less than one (1) for the past three (3) years.

3.2. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to Contract award.

3.3. Nothing indicated herein will prejudice OWNER's right to seek additional pertinent information as is provided in Article 20, AWARD OF CONTRACT.

4. PRE-BID CONFERENCE.

4.1. **A mandatory pre-bid conference will be held at Grand Island City Hall, Community Meeting Room (in the basement), 100 East First Street, Grand Island, Nebraska 68802 on the 9th day of April, 2013 at 10:00 a.m.** Representatives of OWNER and ENGINEER will be present to discuss the Work. Bidders are required to attend the conference. Bids will not be accepted from Bidders that do not have a representative at the pre-bid conference. OWNER will transmit to prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising during the conference. Oral statements may not be relied upon and will not be binding or legally effective.

5. NONRESIDENT BIDDERS.

5.1. Bidder is directed to the Invitation to Bid for nonresident bidding requirements.

6. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

6.1. It is the responsibility of each Bidder before submitting a Bid to:

6.1.1. Examine thoroughly the Bidding Documents and other related data identified in the Bidding Documents (including technical data referred to below.)

6.1.2. Inspect the site to become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of Work.

6.1.3. Consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work.

6.1.4. Study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and such other related data.

- 6.1.5. Promptly notify OWNER of all conflicts, error, ambiguities, or discrepancies that Bidder has discovered in or between the Bidding Documents and such other related documents.
- 6.2. On request, OWNER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder shall clean up and restore the site to its former condition upon completion of such explorations, investigations, tests, and studies.
- 6.3. Reference is made to the General Requirements for identifications of the general nature of Work that is to be performed at the site by OWNER or others and that relate to Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder, for examination, access to or copies of contract documents (excluding all portions thereof related to price) for such work by others.
- 6.4. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article; that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Bidding Documents; that Bidder has given OWNER and ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to Bidder; and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work and for preparing the Bid.

7. INTERPRETATIONS AND ADDENDA.

- 7.1. All questions about the meaning or intent of the Bidding Documents are to be directed to OWNER in writing (e-mails only to Fred Tustin, City of Grand Island Public Works at fredt@grand-island.com with CC to Tim Engemoen, Black & Veatch at EngemoenTW@bv.com). The OWNER will communicate all questions to ENGINEER. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the office issuing documents as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

8. BID SECURITY.

- 8.1. Each Bid must be accompanied by Bid security made payable to OWNER in an amount of five (5) percent of Bidder's maximum Bid price and in the form of a certified or cashier check or a Bid Bond issued by a surety meeting the requirements of paragraph 5.01 of the General Conditions.

8.2. The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required Performance and Payment Bond(s), certificates of insurance, and met the other conditions of the Bidding Documents. If the Successful Bidder fails to sign and deliver the Agreement and furnish the required Bond(s) and certificates of insurance within the time period specified in Article 2.01 of the Bid Form, OWNER may annul the award and the Bid security of that Bidder will be forfeited. Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the tenth (10) day after the execution of the Agreement by the Successful Bidder or the rejection of all Bids by the OWNER. Bid security submitted with Bids which the OWNER believes are not competitive will be returned within thirty (30) days after the Bid opening. Bid security issued for the specific project from an insurance company will not be returned unless specifically requested.

9. CONTRACT TIMES.

9.1. Contract Times are set forth in Article 3.02 of the Agreement.

10. LIQUIDATED DAMAGES

10.1. Provisions for liquidated damages are set forth in Article 3.03 of the Agreement.

11. SUBSTITUTE AND OR-EQUAL ITEMS.

11.1. The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or or-equal items. Whenever it is specified or described in the Bidding Documents that a substitute or or-equal item of material or equipment may be furnished or used if acceptable to OWNER and ENGINEER, application for such acceptance will not be considered by OWNER and ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application and consideration by OWNER and ENGINEER is set forth in General Condition paragraph 6.05 and may be supplemented in Division 1, GENERAL REQUIREMENTS.

12. NONDISCRIMINATION.

12.1 Pursuant to the Nebraska Equal Opportunity Act, Nebraska Revised Statute Sections 48-1101 and 48-1125, the Successful Bidder and its Subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of the contract, with respect to its hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, marital status, or natural origin.

13. FAIR LABOR STANDARDS.

13.1. Pursuant to Nebraska Revised Statutes Section 73-102, all Bidders shall certify that they are complying with, and will continue to comply with, fair labor standards in the

pursuit of their business and in the delivery of the executed Agreement on which they are bidding.

14. PREPARATION OF BID.

- 14.1. The Bid Form and other attachments are included with the Bidding Documents. No substitution of forms will be allowed.
- 14.2. All blanks on the Bid Form must be completed by typing or printing with black ink. All price information shall be shown in both words and figures where required. If a discrepancy exists between word and figures, words control. No changes shall be made in the phrasing of the forms.
- 14.3. A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 14.4. A Bid by a partnership shall be executed in the partnership name and signed by a partner whose title must appear on the line below the signature, accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 14.5. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- 14.6. A Bid by an individual shall show the Bidder's name and official address.
- 14.7. A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.
- 14.8. All names shall be typed or printed in ink below the signatures.
- 14.9. The Bid shall contain an acknowledgement of receipt of all Addenda; the numbers of which shall be filled in on the Bid form. Failure to acknowledge receipt will cause Bid to be considered in nonconformance.
- 14.10. The address and telephone number of the Bidder for communications regarding the Bid shall be shown.
- 14.11. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Work is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Work, if any, shall also be shown on the Bid Form.

15. BASIS OF BID

- 15.1. The unit prices shall be based on the Work as indicated on the Drawings and as specified for base bid and bid alternatives. The price bid for each alternative shall be the amount to be added to or deducted from the base bid unit prices, if Owner selects the alternative.
- 15.2. Alternatives requiring pricing in the Bid Form are described in the Project Requirements section.
- 15.3. The unit prices provided for in the Bid Form shall apply in the event of a Change Order providing for such increase or decrease in the quantities. The Contract Price will be subject to adjustment according to final measured, used, or delivered quantities, and the adjustment unit prices in the Bid will apply to such final quantities.

16. SUBMISSION OF BIDS.

- 16.1. Bid Form and attachments may be photocopied for submission of Bids.
- 16.2. Submit Bids no later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Enclose Bids in an opaque sealed envelope, marked with the words **"Bid for the North Interceptor – Phase I, Project No 2012-S-6"** (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation **BID ENCLOSED** on the face of it. Bids must be made on the prescribed Bid Form provided and submitted with the attachments listed below.
- 16.3. Bidders shall complete and submit the following attachments with its Bid:
 - 16.3.1. Bid Form
 - 16.3.2. Bid Security submitted in a separate envelope attached to the **outside** of the bid envelope clearly marked **"Bid Security for North Interceptor – Phase I, Project No. 2012-S-6"**.
 - 16.3.3. Certificate of Compliance Fair Labor Standards (Attached supplementary to end of Bid Form)
 - 16.3.4. Evidence of Bidder's Qualifications to do Business in Nebraska (Attached supplementary to end of Bid Form)
 - 16.3.5. List of Subcontractors (Attached supplementary to end of Bid Form)
 - 16.3.6. Material Questionnaire (Attached supplementary to end of Bid Form)
 - 16.3.7. Bidder Checklist Form (Attached supplementary to end of Bid Form)

16.3.8. Qualifications of Bidder as required by paragraph 3.0 of this section

16.3.9. Two copies of subparagraph items 16.3.1, and 16.3.3 through 16.3.8.

16.4. Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the OWNER that any Bidder is interested in more than one Bid for Work contemplated, all Bids in which such Bidder is interested will be rejected.

17. MODIFICATION AND WITHDRAWAL OF BIDS.

17.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the same manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

17.2. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

17.2.1. The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or

17.2.2. The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the purchasing agent.

18. OPENING OF BIDS.

18.1. Bids will be opened and (unless obviously nonresponsive) read aloud publicly. A summary of the amounts of the Base Bids and major alternates (if any) will be made available to Bidders within seven (7) days after the date of Bid opening.

19. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.

19.1. All Bids will remain subject to acceptance for one hundred and twenty (120) days after the date of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the bid security prior to that date.

20. BASIS OF AWARD; AWARD OF CONTRACT.

- 20.1. If the Contract is to be awarded, OWNER will give Successful Bidder a Notice of Award within fifty (50) days after the day of the Bid opening. The award of contract will be based on the Bid that provides the best overall value to the Owner. The award of the contract may be based on the lump sum base bid or the base bid and any of the same combination of bid alternatives A, B, C, D, E, F, G for all bidders.
- 20.2. OWNER reserves its right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalance or conditional Bids, and to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Work to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work. Discrepancies in the quantity multiplied by unit price and the extended total amount will be resolved in favor of the quantity multiplied by unit price. Discrepancies between the indicated sum and any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 20.3. In evaluating Bids, OWNER will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award. OWNER shall have the right to accept alternates in any order or combination, unless otherwise provided in the Bidding Documents.
- 20.4. OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work for which identity was required. OWNER also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data are required to be submitted prior to the Notice of Award.
- 20.5. OWNER may conduct such investigations as OWNER deems necessary to assist in Bid evaluation and to establish responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to execute Work in accordance with the Bidding Documents to OWNER's satisfaction within the prescribed time.
- 20.6. If, at the time this Contract is to be awarded, the total of the lowest acceptable Bid exceeds the funds then estimated by the OWNER as available, the OWNER may reject all Bids or take such other action as best serves the OWNER's interests.
- 20.7. If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the OWNER indicates to OWNER that the award will be in the best interests of the OWNER.

20.8. In the event of failure of the Successful Bidder to sign the Agreement and provide acceptable Performance and Payment Bond(s), insurance certificate(s), and other required documents, the OWNER may award the Contract to the next lowest responsive, responsible Bidder.

21. EXECUTION OF AGREEMENT.

21.1. When OWNER gives a Notice of Award to Successful Bidder, it will be accompanied by unsigned copies of the Agreement and other appropriate documents. Within ten (10) days thereafter, CONTRACTOR shall sign and deliver the copies of the Agreement and attached documents to OWNER with the required Bonds. Thereafter, OWNER shall deliver one (1) fully executed copy to CONTRACTOR.

22. TAXES.

22.1. Bidder is directed to the General Conditions paragraph 6.10. A copy of the Nebraska Resale or Exempt Sales Certificate is included at the end of the General Conditions for reference.

23. RETAINAGE.

23.1. Provisions concerning retainage are set forth in Article 5.02 of the Agreement.

24. PREFERENCE FOR RESIDENT BIDDERS.

24.1. Pursuant to Nebraska Revised Statutes Section 73-101.01, a resident Bidder shall be allowed to preference over a nonresident Bidder from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of nonresident Bidder.

24.2. Local Bidder Preference: In case of tied low Bids, all other things being equal, preference shall be given in the following order:

24.2.1. To those Bidders who manufacture their products within the limits of the City of Grand Island.

24.2.2. To those Bidders who manufacture their products within the limits of Hall County.

24.2.3. To those Bidders who package, process, or through some other substantial operation, have employees and facilities for these purposes in Hall County.

24.2.4. 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 Hall County.

24.2.5. To those Bidders who maintain a bona fide business office in Hall County, whose products may be made outside the confines of Hall County.

24.2.6. 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.

24.2.7. 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.

25. SUBCONTRACTORS, SUPPLIERS, AND OTHERS.

25.01. If the Bidding Documents require the identity of certain Subcontractors, Suppliers, and other individuals or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall submit to Owner the List of Subcontractors, completed with names of all such Subcontractors, Suppliers, and other individuals and entities proposed for those portions of the Work for which such identification is required. The list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity, if requested by Owner. If, after due investigation, Owner or Engineer has reasonable objection to any proposed Subcontractor, Supplier, or other individual or entity, Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid.

25.02. If the apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other individuals and entities. Declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any Bidder. Any Subcontractor, Supplier, or other individual or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer, subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

25.03. Contractor shall not be required to employ any Subcontractor, individual, or entity against whom Contractor has a reasonable objection.

END OF SECTION 00100

**CERTIFICATE OF COMPLIANCE
FAIR LABOR STANDARDS**

The undersigned Bidder hereby certifies that he/she is complying with, and will continue to comply with, fair labor standards in the pursuit of his/her business and in the execution of the Contract.

Signature

Date

Name and Title of Signer

Firm Name

**EVIDENCE OF BIDDER'S QUALIFICATIONS
TO DO BUSINESS IN NEBRASKA**

The undersigned Bidder hereby certifies that he/she has attached such documentation to this signature page which provides Evidence of Bidder's Qualifications to do Business in Nebraska in the pursuit of his/her business and in the execution of the Contract.

Signature

Date

Name and Title of Signer

Firm Name

Section 00440

LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for the North Interceptor – Phase I (Project No. 2012-S-6).

If any of the following work is to be self performed, fill in the name of the Bidder.

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name</u>
Microtunneling	_____
Dewatering	_____
Sliplining (FRPM)	_____
Sliplining (HDPE)	_____

NOTE: This form must be submitted with the Bid in accordance with the Instructions to Bidders

Bidder's Signature

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Section 00450

MATERIAL QUESTIONNAIRE

The Bidder shall enter in the spaces provided the names of the manufacturers of materials which Bidder proposes to furnish, and shall submit this Material Questionnaire with its Bid. Owner will review and evaluate the information before award of the Contract.

Only one (1) manufacturer's name shall be listed for each pipe material. Upon award of a contract, the named materials shall be furnished. Substitutions will be permitted only if named material does not meet the requirements of the Contract Documents, the manufacturer is unable to meet the delivery requirements of the construction schedule, or the manufacturer is dilatory in complying with the requirements of the Contract Documents. Substitutions shall be subject to concurrence of Owner and shall be confirmed by Change Order.

Preliminary acceptance of materials listed by manufacturer's name shall not in any way constitute a waiver of the specifications covering such equipment; final acceptance will be based on full conformity with the Contract Documents.

Failure to furnish all information requested or entering more than one (1) manufacturer's name for any item in this Material Questionnaire may be cause for rejection of the Bid.

<u>Material and Specification Section</u>	<u>Manufacturer</u>
1. Polyvinyl Chloride (PVC) Sewer Pipe – Section 02628	_____
2. Fiberglass Reinforced Polymer Mortar Pipe (FRPM) – Section 02632	_____
3. High-Density Polyethylene Pressure Pipe – Section 02634	_____

End of Section

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Section 00400

BID FORM

PROJECT IDENTIFICATION:

North Interceptor – Phase I, Project No. 2012-S-6

THIS BID IS SUBMITTED TO:

City Clerk, City Hall
100 East First Street, PO Box 1968
Grand Island, NE 68802

1.01. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01. Bidder accepts all of the terms and conditions of the Invitation to Bid and the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred twenty (120) days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the bonds and other documents required by the Bidding Documents to Owner within ten (10) days after the date of Owner's Notice of Award.

3.01. In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged.

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

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- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site, and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), which have been identified in the General Conditions, and reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in Paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid or performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

- I. Bidder has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner and Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01. Bidder further represents that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

“fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

“collusive practice” means a scheme or arrangement between two (2) or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

4.02. Bidder has attended the pre-Bid conference.

5.01. Bidder will complete the Work for the following unit prices, computed in accordance with Paragraph 11.03.C of the General Conditions. Full Bid Forms are also given for Alternatives A through F. Alternative G is an Add/Deduct Item for use of alternative materials for the sliplining Work. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and that final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

UNIT PRICE SCHEDULE					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
1.0	Mobilization	1	L.S.		
2.0	Sanitary Sewer Pipe				
2.1	42-inch Sanitary Sewer (PS 72 FRPM)	867	L.F.		
2.2	42-inch Sanitary Sewer w/ Steel Casing Pipe (PS 72 FRPM)	88	L.F.		
2.3	54-inch Sanitary Sewer (PS 46 Closed Profile Wall PVC)	7,051	L.F.		
2.5	8-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	668	L.F.		
2.6	24-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	681	L.F.		
2.7	27-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	283	L.F.		
2.8	27-inch Sanitary Sewer (PS 72 FRPM)	131	L.F.		
2.9	20-inch Sanitary Sewer Siphon (PS 46 FRPM)	358	L.F.		
2.10	24-inch Slipline in 30-inch host pipe (PS 72 FRPM)	3,990	L.F.		
2.11	24-inch Slipline in 36-inch host pipe (PS 72 FRPM)	955	L.F.		
2.12	4-inch Sanitary Sewer Service Line	100	L.F.		
2.13	Sanitary Sewer Service Connection	12	Each		
2.14	Sanitary Sewer Removal and Disposal	1,260	L.F.		
2.15	Sanitary Sewer Abandonment	2,750	L.F.		
2.16	10-inch Sanitary Sewer Stub at Seedling Mile Access Rd.	1	L.S.		
2.17	10-inch Sanitary Sewer Stub at Bosselman Carriers Inc Property	1	L.S.		
2.18	15-inch Sanitary Sewer Stub at E. 7 th St.	1	L.S.		
2.19	54-inch Sanitary Sewer Stub at Sky Park Rd.	1	L.S.		
2.20	36-inch Sanitary Sewer Stub at WWTP	1	L.S.		
2.21	8-inch Sanitary Sewer Stub at Villa Mar Dee & Seedling Mile Rd.	1	L.S.		
3.0	Microtunneling				
3.1	Union Pacific Railroad	525	L.F.		
3.2	US Highway 30	185	L.F.		
3.3	E. 7 th Street	131	L.F.		

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UNIT PRICE SCHEDULE					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
4.0	Manholes				
4.1	4 feet diameter (concrete)	6	Each		
4.2	5 feet diameter (concrete)	3	Each		
4.3	8 feet diameter (concrete)	17	Each		
4.4	10 feet diameter (concrete)	5	Each		
4.5	12 feet diameter (concrete)	1	Each		
4.6	8 feet diameter outside drop (concrete)	1	Each		
4.7	10 feet diameter outside drop (concrete)	1	Each		
4.8	4 feet diameter manhole (standard and drop) additional depth (concrete)	50	V.F.		
4.9	5 feet diameter manhole (standard and drop) additional depth (concrete)	10	V.F.		
4.10	8 feet diameter manhole (standard and drop) additional depth (concrete)	120	V.F.		
4.11	10 feet diameter manhole (standard and drop) additional depth (concrete)	30	V.F.		
4.12	12 feet diameter manhole (standard and drop) additional depth (concrete)	5	V.F.		
4.16	Manhole Removal and Disposal	9	Each		
4.17	Abandon Manholes in Place	1	Each		
4.18	Connection to Exist Manholes	2	Each		
4.19	Junction Box at Sta 10+00	1	L.S.		
4.20	Siphon Outlet Structure at Sta 8+20.83	1	L.S.		
5.0	Trench Conditions				
5.1	Dewatering – North Interceptor Sta 10+00 to 30+34.74, and the City ROW Sewer Line (Sta 0+00 to 6+80.98)	1	L.S.		
5.2	Dewatering – North Interceptor Sta 30+34.74 to 39+88.70	1	L.S.		
5.3	Dewatering – North Interceptor Sta 39+88.70 to 58+70.05, and the new 8" Sewer Line	1	L.S.		
5.4	Dewatering – North Interceptor Sta 60+65.05 to 68+45.58	1	L.S.		
5.5	Dewatering – North Interceptor Sta 73+76.63 to 92+47.91	1	L.S.		
5.6	Dewatering – Slipline Section 1 Sta 0+00 to 39+88.00	1	L.S.		

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UNIT PRICE SCHEDULE					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
5.7	Dewatering – Slipline Section 2 Sta 0+00 to 9+54.15	1	L.S.		
5.8	Imported backfill	50	Tons		
5.9	Groundwater Barriers	58	Each		
6.0	Miscellaneous Construction				
6.1	Sidewalk Removal and Replacement	150	L.F.		
6.2	Miscellaneous Concrete	100	C.Y.		
6.3	Portland Cement Pavement with Asphalt Cover Removal and Replacement in kind (Seedling Mile Rd. from Museum Dr. to Voss Rd.)	285	S.Y.		
6.4	Portland Cement Pavement with Asphalt Cover Removal and Replacement with Concrete Pavement (Seedling Mile Rd. from Voss Rd. to Seedling Mile Access Rd.)	1,612	S.Y.		
6.5	Asphalt Millings Removal and Replacement (Museum Dr.)	7,200	S.Y.		
6.6	Controlled Low Strength Material (CLSM) Fill	100	C.Y.		
6.7	Traffic Control	1	L.S.		
6.8	Bypass Pumping	1	L.S.		
6.9	Union Pacific Railroad Flagman	1	L.S.		
7.0	Property Rehabilitation				
7.1	Lawn Seed Application	1	Acre		
7.2	Pasture Seed Application	1	Acre		
7.3	Gravel Driveway Reclamation	100	S.Y.		
7.4	Fence Removal and Restoration/Relocation/New Fence	480	L.F.		
7.5	Tree Replacement	1	L.S.		
8.0	As-Builts				
8.1	Survey	1	L.S.		
				TOTAL BID	

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UNIT PRICE SCHEDULE – BID ALTERNATIVE A					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
1.0	Mobilization	1	L.S.		
2.0	Sanitary Sewer Pipe				
2.1	42-inch Sanitary Sewer (PS 72 FRPM)	867	L.F.		
2.2	42-inch Sanitary Sewer w/ Steel Casing Pipe (PS 72 FRPM)	88	L.F.		
2.3	54-inch Sanitary Sewer (PS 46 FRPM)	7,051	L.F.		
2.5	8-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	668	L.F.		
2.6	24-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	681	L.F.		
2.7	27-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	283	L.F.		
2.8	27-inch Sanitary Sewer (PS 72 FRPM)	131	L.F.		
2.9	20-inch Sanitary Sewer Siphon (PS 46 FRPM)	358	L.F.		
2.10	24-inch Slipline in 30-inch host pipe (PS 72 FRPM)	3,990	L.F.		
2.11	24-inch Slipline in 36-inch host pipe (PS 72 FRPM)	955	L.F.		
2.12	4-inch Sanitary Sewer Service Line	100	L.F.		
2.13	Sanitary Sewer Service Connection	9	Each		
2.14	Sanitary Sewer Removal and Disposal	1,260	L.F.		
2.15	Sanitary Sewer Abandonment	2,750	L.F.		
2.16	10-inch Sanitary Sewer Stub at Seedling Mile Access Rd.	1	L.S.		
2.17	10-inch Sanitary Sewer Stub at Bosselman Carriers Inc Property	1	L.S.		
2.18	15-inch Sanitary Sewer Stub at E. 7 th St.	1	L.S.		
2.19	54-inch Sanitary Sewer Stub at Sky Park Rd.	1	L.S.		
2.20	36-inch Sanitary Sewer Stub at WWTP	1	L.S.		
2.21	8-inch Sanitary Sewer Stub at Villa Mar Dee & Seedling Mile Rd.	1	L.S.		
3.0	Microtunneling				
3.1	Union Pacific Railroad	525	L.F.		
3.2	US Highway 30	185	L.F.		
3.3	E. 7 th Street	131	L.F.		

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UNIT PRICE SCHEDULE – BID ALTERNATIVE A					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
4.0	Manholes				
4.1	4 feet diameter (concrete)	6	Each		
4.2	5 feet diameter (concrete)	3	Each		
4.5	12 feet diameter (concrete)	1	Each		
4.13	Tee-base manhole manhole with riser and cone (FRPM)	23	Each		
4.14	Outside drop tee-base manhole manhole with riser and cone (FRPM)	2	Each		
4.8	4 feet diameter manhole (standard and drop) additional depth (concrete)	50	V.F.		
4.9	5 feet diameter manhole (standard and drop) additional depth (concrete)	10	V.F.		
4.12	12 feet diameter manhole (standard and drop) additional depth (concrete)	5	V.F.		
4.15	Tee-base manhole with riser and cone (standard and cone) additional depth (FRPM)	80	V.F.		
4.16	Manhole Removal and Disposal	9	Each		
4.17	Abandon Manholes in Place	1	Each		
4.18	Connection to Exist Manholes	2	Each		
4.19	Junction Box at Sta 10+00	1	L.S.		
4.20	Siphon Outlet Structure at Sta 8+20.83	1	L.S.		
5.0	Trench Conditions				
5.1	Dewatering – North Interceptor Sta 10+00 to 30+34.74, and the City ROW Sewer Line (Sta 0+00 to 6+80.98)	1	L.S.		
5.2	Dewatering – North Interceptor Sta 30+34.74 to 39+88.70	1	L.S.		
5.3	Dewatering – North Interceptor Sta 39+88.70 to 58+70.05, and the new 8" Sewer Line	1	L.S.		
5.4	Dewatering – North Interceptor Sta 60+65.05 to 68+45.58	1	L.S.		
5.5	Dewatering – North Interceptor Sta 73+76.63 to 92+47.91	1	L.S.		
5.6	Dewatering – Slipline Section 1 Sta 0+00 to 39+88.00	1	L.S.		
5.7	Dewatering – Slipline Section 2 Sta 0+00 to 9+54.15	1	L.S.		
5.8	Imported backfill	50	Tons		
5.9	Groundwater Barriers	58	Each		

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UNIT PRICE SCHEDULE – BID ALTERNATIVE A					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
6.0	Miscellaneous Construction				
6.1	Sidewalk Removal and Replacement	150	L.F.		
6.2	Miscellaneous Concrete	100	C.Y.		
6.3	Portland Cement Pavement with Asphalt Cover Removal and Replacement in kind (Seedling Mile Rd. from Museum Dr. to Voss Rd.)	285	S.Y.		
6.4	Portland Cement Pavement with Asphalt Cover Removal and Replacement with Concrete Pavement (Seedling Mile Rd. from Voss Rd. to Seedling Mile Access Rd.)	1,612	S.Y.		
6.5	Asphalt Millings Removal and Replacement (Museum Dr.)	7,200	S.Y.		
6.6	Controlled Low Strength Material (CLSM) Fill	100	C.Y.		
6.7	Traffic Control	1	L.S.		
6.8	Bypass Pumping	1	L.S.		
6.9	Union Pacific Railroad Flagman	1	L.S.		
7.0	Property Rehabilitation				
7.1	Lawn Seed Application	1	Acre		
7.2	Pasture Seed Application	1	Acre		
7.3	Gravel Driveway Reclamation	100	S.Y.		
7.4	Fence Removal and Restoration/Relocation/New Fence	480	L.F.		
7.5	Tree Replacement	1	L.S.		
8.0	As-Builts				
8.1	Survey	1	L.S.		
				TOTAL BID	

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UNIT PRICE SCHEDULE – ALTERNATIVE B					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
1.0	Mobilization	1	L.S.		
2.0	Sanitary Sewer Pipe				
2.1	42-inch Sanitary Sewer (PS 72 FRPM)	867	L.F.		
2.2	42-inch Sanitary Sewer w/ Steel Casing Pipe (PS 72 FRPM)	88	L.F.		
2.3	54-inch Sanitary Sewer (PS 46 FRPM)	7,051	L.F.		
2.5	8-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	668	L.F.		
2.6	24-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	681	L.F.		
2.7	27-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	283	L.F.		
2.8	27-inch Sanitary Sewer (PS 72 FRPM)	131	L.F.		
2.9	20-inch Sanitary Sewer Siphon (PS 46 FRPM)	358	L.F.		
2.10	24-inch Slipline in 30-inch host pipe (PS 72 FRPM)	3,990	L.F.		
2.11	24-inch Slipline in 36-inch host pipe (PS 72 FRPM)	955	L.F.		
2.12	4-inch Sanitary Sewer Service Line	100	L.F.		
2.13	Sanitary Sewer Service Connection	12	Each		
2.14	Sanitary Sewer Removal and Disposal	1,260	L.F.		
2.15	Sanitary Sewer Abandonment	2,750	L.F.		
2.16	10-inch Sanitary Sewer Stub at Seedling Mile Access Rd.	1	L.S.		
2.17	10-inch Sanitary Sewer Stub at Bosselman Carriers Inc Property	1	L.S.		
2.18	15-inch Sanitary Sewer Stub at E. 7 th St.	1	L.S.		
2.19	54-inch Sanitary Sewer Stub at Sky Park Rd.	1	L.S.		
2.20	36-inch Sanitary Sewer Stub at WWTP	1	L.S.		
2.21	8-inch Sanitary Sewer Stub at Villa Mar Dee & Seedling Mile Rd.	1	L.S.		
3.0	Microtunneling				
3.1	Union Pacific Railroad	525	L.F.		
3.2	US Highway 30	185	L.F.		
3.3	E. 7 th Street	131	L.F.		

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UNIT PRICE SCHEDULE – ALTERNATIVE B					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
4.0	Manholes				
4.1	4 feet diameter (concrete)	6	Each		
4.2	5 feet diameter (concrete)	3	Each		
4.3	8 feet diameter (concrete)	17	Each		
4.4	10 feet diameter (concrete)	5	Each		
4.5	12 feet diameter (concrete)	1	Each		
4.6	8 feet diameter outside drop (concrete)	1	Each		
4.7	10 feet diameter outside drop (concrete)	1	Each		
4.8	4 feet diameter manhole (standard and drop) additional depth (concrete)	50	V.F.		
4.9	6 feet diameter manhole (standard and drop) additional depth (concrete)	10	V.F.		
4.10	8 feet diameter manhole (standard and drop) additional depth (concrete)	120	V.F.		
4.11	10 feet diameter manhole (standard and drop) additional depth (concrete)	30	V.F.		
4.12	12 feet diameter manhole (standard and drop) additional depth (concrete)	5	V.F.		
4.16	Manhole Removal and Disposal	9	Each		
4.17	Abandon Manholes in Place	1	Each		
4.18	Connection to Exist Manholes	2	Each		
4.19	Junction Box at Sta 10+00	1	L.S.		
4.20	Siphon Outlet Structure at Sta 8+20.83	1	L.S.		
5.0	Trench Conditions				
5.1	Dewatering – North Interceptor Sta 10+00 to 30+34.74, and the City ROW Sewer Line (Sta 0+00 to 6+80.98)	1	L.S.		
5.2	Dewatering – North Interceptor Sta 30+34.74 to 39+88.70	1	L.S.		
5.3	Dewatering – North Interceptor Sta 39+88.70 to 58+70.05, and the new 8" Sewer Line	1	L.S.		
5.4	Dewatering – North Interceptor Sta 60+65.05 to 68+45.58	1	L.S.		
5.5	Dewatering – North Interceptor Sta 73+76.63 to 92+47.91	1	L.S.		
5.6	Dewatering – Slipline Section 1 Sta 0+00 to 39+88.00	1	L.S.		

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UNIT PRICE SCHEDULE – ALTERNATIVE B					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
5.7	Dewatering – Slipline Section 2 Sta 0+00 to 9+54.15	1	L.S.		
5.8	Imported backfill	50	Tons		
5.9	Groundwater Barriers	58	Each		
6.0	Miscellaneous Construction				
6.1	Sidewalk Removal and Replacement	150	L.F.		
6.2	Miscellaneous Concrete	100	C.Y.		
6.3	Portland Cement Pavement with Asphalt Cover Removal and Replacement in kind (Seedling Mile Rd. from Museum Dr. to Voss Rd.)	285	S.Y.		
6.4	Portland Cement Pavement with Asphalt Cover Removal and Replacement with Concrete Pavement (Seedling Mile Rd. from Voss Rd. to Seedling Mile Access Rd.)	1,612	S.Y.		
6.5	Asphalt Millings Removal and Replacement (Museum Dr.)	7,200	S.Y.		
6.6	Controlled Low Strength Material (CLSM) Fill	100	C.Y.		
6.7	Traffic Control	1	L.S.		
6.8	Bypass Pumping	1	L.S.		
6.9	Union Pacific Railroad Flagman	1	L.S.		
7.0	Property Rehabilitation				
7.1	Lawn Seed Application	1	Acre		
7.2	Pasture Seed Application	1	Acre		
7.3	Gravel Driveway Reclamation	100	S.Y.		
7.4	Fence Removal and Restoration/Relocation/New Fence	480	L.F.		
7.5	Tree Replacement	1	L.S.		
8.0	As-Builts				
8.1	Survey	1	L.S.		
				TOTAL BID	

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UNIT PRICE SCHEDULE – ALTERNATIVE C					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
1.0	Mobilization	1	L.S.		
2.0	Sanitary Sewer Pipe				
2.1	42-inch Sanitary Sewer (PS 72 FRPM)	867	L.F.		
2.2	42-inch Sanitary Sewer w/ Steel Casing Pipe (PS 72 FRPM)	88	L.F.		
2.3	54-inch Sanitary Sewer (PS 46 Closed Profile Wall PVC)	2,823	L.F.		
2.4	60-inch Sanitary Sewer from Sta 10+00 to 52+27.65 (PS 46 Closed Profile Wall PVC)	4,228	L.F.		
2.5	8-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	668	L.F.		
2.6	24-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	681	L.F.		
2.7	27-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	283	L.F.		
2.8	27-inch Sanitary Sewer (PS 72 FRPM)	131	L.F.		
2.9	20-inch Sanitary Sewer Siphon (PS 46 FRPM)	358	L.F.		
2.10	24-inch Slipline in 30-inch host pipe (PS 72 FRPM)	3,990	L.F.		
2.11	24-inch Slipline in 36-inch host pipe (PS 72 FRPM)	955	L.F.		
2.12	4-inch Sanitary Sewer Service Line	100	L.F.		
2.13	Sanitary Sewer Service Connection	12	Each		
2.14	Sanitary Sewer Removal and Disposal	1,260	L.F.		
2.15	Sanitary Sewer Abandonment	2,750	L.F.		
2.16	10-inch Sanitary Sewer Stub at Seedling Mile Access Rd.	1	L.S.		
2.17	10-inch Sanitary Sewer Stub at Bosselman Carriers Inc Property	1	L.S.		
2.18	15-inch Sanitary Sewer Stub at E. 7 th St.	1	L.S.		
2.19	54-inch Sanitary Sewer Stub at Sky Park Rd.	1	L.S.		
2.20	36-inch Sanitary Sewer Stub at WWTP	1	L.S.		
2.21	8-inch Sanitary Sewer Stub at Villa Mar Dee & Seedling Mile Rd.	1	L.S.		
3.0	Microtunneling				
3.1	Union Pacific Railroad	525	L.F.		

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UNIT PRICE SCHEDULE – ALTERNATIVE C					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
3.2	US Highway 30	185	L.F.		
3.3	E. 7 th Street	131	L.F.		
4.0	Manholes				
4.1	4 feet diameter (concrete)	6	Each		
4.2	5 feet diameter (concrete)	3	Each		
4.3	8 feet diameter (concrete)	17	Each		
4.4	10 feet diameter (concrete)	5	Each		
4.5	12 feet diameter (concrete)	1	Each		
4.6	8 feet diameter outside drop (concrete)	1	Each		
4.7	10 feet diameter outside drop (concrete)	1	Each		
4.8	4 feet diameter manhole (standard and drop) additional depth (concrete)	50	V.F.		
4.9	5 feet diameter manhole (standard and drop) additional depth (concrete)	10	V.F.		
4.10	8 feet diameter manhole (standard and drop) additional depth (concrete)	120	V.F.		
4.11	10 feet diameter manhole (standard and drop) additional depth (concrete)	30	V.F.		
4.12	12 feet diameter manhole (standard and drop) additional depth (concrete)	5	V.F.		
4.16	Manhole Removal and Disposal	9	Each		
4.17	Abandon Manholes in Place	1	Each		
4.18	Connection to Exist Manholes	2	Each		
4.19	Junction Box at Sta 10+00	1	L.S.		
4.20	Siphon Outlet Structure at Sta 8+20.83	1	L.S.		
5.0	Trench Conditions				
5.1	Dewatering – North Interceptor Sta 10+00 to 30+34.74, and the City ROW Sewer Line (Sta 0+00 to 6+80.98)	1	L.S.		
5.2	Dewatering – North Interceptor Sta 30+34.74 to 39+88.70	1	L.S.		
5.3	Dewatering – North Interceptor Sta 39+88.70 to 58+70.05, and the new 8" Sewer Line	1	L.S.		
5.4	Dewatering – North Interceptor Sta 60+65.05 to 68+45.58	1	L.S.		

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UNIT PRICE SCHEDULE – ALTERNATIVE C					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
5.5	Dewatering – North Interceptor Sta 73+76.63 to 92+47.91	1	L.S.		
5.6	Dewatering – Slipline Section 1 Sta 0+00 to 39+88.80	1	L.S.		
5.7	Dewatering – Slipline Section 2 Sta 0+00 to 9+54.15	1	L.S.		
5.8	Imported backfill	50	Tons		
5.9	Groundwater Barriers	58	Each		
6.0	Miscellaneous Construction				
6.1	Sidewalk Removal and Replacement	150	L.F.		
6.2	Miscellaneous Concrete	100	C.Y.		
6.3	Portland Cement Pavement with Asphalt Cover Removal and Replacement in kind (Seedling Mile Rd. from Museum Dr. to Voss Rd.)	285	S.Y.		
6.4	Portland Cement Pavement with Asphalt Cover Removal and Replacement with Concrete Pavement (Seedling Mile Rd. from Voss Rd. to Seedling Mile Access Rd.)	1,612	S.Y.		
6.5	Asphalt Millings Removal and Replacement (Museum Dr.)	7,200	S.Y.		
6.6	Controlled Low Strength Material (CLSM) Fill	100	C.Y.		
6.7	Traffic Control	1	L.S.		
6.8	Bypass Pumping	1	L.S.		
6.9	Union Pacific Railroad Flagman	1	L.S.		
7.0	Property Rehabilitation				
7.1	Lawn Seed Application	1	Acre		
7.2	Pasture Seed Application	1	Acre		
7.3	Gravel Driveway Reclamation	100	S.Y.		
7.4	Fence Removal and Restoration/Relocation/New Fence	480	L.F.		
7.5	Tree Replacement	1	L.S.		
8.0	As-Builts				
8.1	Survey	1	L.S.		
				TOTAL BID	

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UNIT PRICE SCHEDULE – ALTERNATIVE D					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
1.0	Mobilization	1	L.S.		
2.0	Sanitary Sewer Pipe				
2.1	42-inch Sanitary Sewer (PS 72 FRPM)	867	L.F.		
2.2	42-inch Sanitary Sewer w/ Steel Casing Pipe (PS 72 FRPM)	88	L.F.		
2.3	54-inch Sanitary Sewer (Triple Wall Polypropylene Pipe)	2,823	L.F.		
2.4	60-inch Sanitary Sewer from Sta 10+00 to 52+27.65 (Triple Wall Polypropylene Pipe)	4,228	L.F.		
2.5	8-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	668	L.F.		
2.6	24-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	681	L.F.		
2.7	27-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	283	L.F.		
2.8	27-inch Sanitary Sewer (PS 72 FRPM)	131	L.F.		
2.9	20-inch Sanitary Sewer Siphon (PS 46 FRPM)	358	L.F.		
2.10	24-inch Slipline in 30-inch host pipe (PS 72 FRPM)	3,990	L.F.		
2.11	24-inch Slipline in 36-inch host pipe (PS 72 FRPM)	955	L.F.		
2.12	4-inch Sanitary Sewer Service Line	100	L.F.		
2.13	Sanitary Sewer Service Connection	12	Each		
2.14	Sanitary Sewer Removal and Disposal	1,260	L.F.		
2.15	Sanitary Sewer Abandonment	2,750	L.F.		
2.16	10-inch Sanitary Sewer Stub at Seedling Mile Access Rd.	1	L.S.		
2.17	10-inch Sanitary Sewer Stub at Bosselman Carriers Inc Property	1	L.S.		
2.18	15-inch Sanitary Sewer Stub at E. 7 th St.	1	L.S.		
2.19	54-inch Sanitary Sewer Stub at Sky Park Rd.	1	L.S.		
2.20	36-inch Sanitary Sewer Stub at WWTP	1	L.S.		
2.21	8-inch Sanitary Sewer Stub at Villa Mar Dee & Seedling Mile Rd.	1	L.S.		
3.0	Microtunneling				
3.1	Union Pacific Railroad	525	L.F.		

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UNIT PRICE SCHEDULE – ALTERNATIVE D					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
3.2	US Highway 30	185	L.F.		
3.3	E. 7 th Street	131	L.F.		
4.0	Manholes				
4.1	4 feet diameter (concrete)	6	Each		
4.2	5 feet diameter (concrete)	3	Each		
4.3	8 feet diameter (concrete)	17	Each		
4.4	10 feet diameter (concrete)	5	Each		
4.5	12 feet diameter (concrete)	1	Each		
4.6	8 feet diameter outside drop (concrete)	1	Each		
4.7	10 feet diameter outside drop (concrete)	1	Each		
4.8	4 feet diameter manhole (standard and drop) additional depth (concrete)	50	V.F.		
4.9	5 feet diameter manhole (standard and drop) additional depth (concrete)	10	V.F.		
4.10	8 feet diameter manhole (standard and drop) additional depth (concrete)	120	V.F.		
4.11	10 feet diameter manhole (standard and drop) additional depth (concrete)	30	V.F.		
4.12	12 feet diameter manhole (standard and drop) additional depth (concrete)	5	V.F.		
4.16	Manhole Removal and Disposal	9	Each		
4.17	Abandon Manholes in Place	1	Each		
4.18	Connection to Exist Manholes	2	Each		
4.19	Junction Box at Sta 10+00	1	L.S.		
4.20	Siphon Outlet Structure at Sta 8+20.83	1	L.S.		
5.0	Trench Conditions				
5.1	Dewatering – North Interceptor Sta 10+00 to 30+34.74, and the City ROW Sewer Line (Sta 0+00 to 6+80.98)	1	L.S.		
5.2	Dewatering – North Interceptor Sta 30+34.74 to 39+88.70	1	L.S.		
5.3	Dewatering – North Interceptor Sta 39+88.70 to 58+70.05, and the new 8" Sewer Line	1	L.S.		
5.4	Dewatering – North Interceptor Sta 60+65.05 to 68+45.58	1	L.S.		

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UNIT PRICE SCHEDULE – ALTERNATIVE D					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
5.5	Dewatering – North Interceptor Sta 73+76.63 to 92+47.91	1	L.S.		
5.6	Dewatering – Slipline Section 1 Sta 0+00 to 39+88.00	1	L.S.		
5.7	Dewatering – Slipline Section 2 Sta 0+00 to 9+54.15	1	L.S.		
5.8	Imported backfill	50	Tons		
5.9	Groundwater Barriers	58	Each		
6.0	Miscellaneous Construction				
6.1	Sidewalk Removal and Replacement	150	L.F.		
6.2	Miscellaneous Concrete	100	C.Y.		
6.3	Portland Cement Pavement with Asphalt Cover Removal and Replacement in kind (Seedling Mile Rd. from Museum Dr. to Voss Rd.)	285	S.Y.		
6.4	Portland Cement Pavement with Asphalt Cover Removal and Replacement with Concrete Pavement (Seedling Mile Rd. from Voss Rd. to Seedling Mile Access Rd.)	1,612	S.Y.		
6.5	Asphalt Millings Removal and Replacement (Museum Dr.)	7,200	S.Y.		
6.6	Controlled Low Strength Material (CLSM) Fill	100	C.Y.		
6.7	Traffic Control	1	L.S.		
6.8	Bypass Pumping	1	L.S.		
6.9	Union Pacific Railroad Flagman	1	L.S.		
7.0	Property Rehabilitation				
7.1	Lawn Seed Application	1	Acre		
7.2	Pasture Seed Application	1	Acre		
7.3	Gravel Driveway Reclamation	100	S.Y.		
7.4	Fence Removal and Restoration/Relocation/New Fence	480	L.F.		
7.5	Tree Replacement	1	L.S.		
8.0	As-Builts				
8.1	Survey	1	L.S.		
				TOTAL BID	

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UNIT PRICE SCHEDULE – ALTERNATIVE E					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
1.0	Mobilization	1	L.S.		
2.0	Sanitary Sewer Pipe				
2.1	42-inch Sanitary Sewer (PS 72 FRPM)	867	L.F.		
2.2	42-inch Sanitary Sewer w/ Steel Casing Pipe (PS 72 FRPM)	88	L.F.		
2.3	54-inch Sanitary Sewer (PS 46 FRPM)	2,823	L.F.		
2.4	60-inch Sanitary Sewer from Sta 10+00 to 52+27.65 (PS 46 FRPM)	4,228	L.F.		
2.5	8-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	668	L.F.		
2.6	24-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	681	L.F.		
2.7	27-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	283	L.F.		
2.8	27-inch Sanitary Sewer (PS 72 FRPM)	131	L.F.		
2.9	20-inch Sanitary Sewer Siphon (PS 46 FRPM)	358	L.F.		
2.10	24-inch Slipline in 30-inch host pipe (PS 72 FRPM)	3,990	L.F.		
2.11	24-inch Slipline in 36-inch host pipe (PS 72 FRPM)	955	L.F.		
2.12	4-inch Sanitary Sewer Service Line	100	L.F.		
2.13	Sanitary Sewer Service Connection	12	Each		
2.14	Sanitary Sewer Removal and Disposal	1,260	L.F.		
2.15	Sanitary Sewer Abandonment	2,750	L.F.		
2.16	10-inch Sanitary Sewer Stub at Seedling Mile Access Rd.	1	L.S.		
2.17	10-inch Sanitary Sewer Stub at Bosselman Carriers Inc Property	1	L.S.		
2.18	15-inch Sanitary Sewer Stub at E. 7 th St.	1	L.S.		
2.19	54-inch Sanitary Sewer Stub at Sky Park Rd.	1	L.S.		
2.20	36-inch Sanitary Sewer Stub at WWTP	1	L.S.		
2.21	8-inch Sanitary Sewer Stub at Villa Mar Dee & Seedling Mile Rd.	1	L.S.		
3.0	Microtunneling				
3.1	Union Pacific Railroad	525	L.F.		

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UNIT PRICE SCHEDULE – ALTERNATIVE E					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
3.2	US Highway 30	185	L.F.		
3.3	E. 7 th Street	131	L.F.		
4.0	Manholes				
4.1	4 feet diameter (concrete)	6	Each		
4.2	5 feet diameter (concrete)	3	Each		
4.3	8 feet diameter (concrete)	17	Each		
4.4	10 feet diameter (concrete)	5	Each		
4.5	12 feet diameter (concrete)	1	Each		
4.6	8 feet diameter outside drop (concrete)	1	Each		
4.7	10 feet diameter outside drop (concrete)	1	Each		
4.8	4 feet diameter manhole (standard and drop) additional depth (concrete)	50	V.F.		
4.9	5 feet diameter manhole (standard and drop) additional depth (concrete)	10	V.F.		
4.10	8 feet diameter manhole (standard and drop) additional depth (concrete)	120	V.F.		
4.11	10 feet diameter manhole (standard and drop) additional depth (concrete)	30	V.F.		
4.12	12 feet diameter manhole (standard and drop) additional depth (concrete)	5	V.F.		
4.16	Manhole Removal and Disposal	9	Each		
4.17	Abandon Manholes in Place	1	Each		
4.18	Connection to Exist Manholes	2	Each		
4.19	Junction Box at Sta 10+00	1	L.S.		
4.20	Siphon Outlet Structure at Sta 8+20.83	1	L.S.		
5.0	Trench Conditions				
5.1	Dewatering – North Interceptor Sta 10+00 to 30+34.74, and the City ROW Sewer Line (Sta 0+00 to 6+80.98)	1	L.S.		
5.2	Dewatering – North Interceptor Sta 30+34.74 to 39+88.70	1	L.S.		
5.3	Dewatering – North Interceptor Sta 39+88.70 to 58+70.05, and the new 8" Sewer Line	1	L.S.		
5.4	Dewatering – North Interceptor Sta 60+65.05 to 68+45.58	1	L.S.		
5.5	Dewatering – North Interceptor Sta 73+76.63 to 92+47.91	1	L.S.		

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UNIT PRICE SCHEDULE - ALTERNATIVE E					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
5.6	Dewatering - Slipline Section 1 Sta 0+00 to 39+88.00	1	L.S.		
5.7	Dewatering - Slipline Section 2 Sta 0+00 to 9+54.15	1	L.S.		
5.8	Imported backfill	50	Tons		
5.9	Groundwater Barriers	58	Each		
6.0	Miscellaneous Construction				
6.1	Sidewalk Removal and Replacement	150	L.F.		
6.2	Miscellaneous Concrete	100	C.Y.		
6.3	Portland Cement Pavement with Asphalt Cover Removal and Replacement in kind (Seedling Mile Rd. from Museum Dr. to Voss Rd.)	285	S.Y.		
6.4	Portland Cement Pavement with Asphalt Cover Removal and Replacement with Concrete Pavement (Seedling Mile Rd. from Voss Rd. to Seedling Mile Access Rd.)	1,612	S.Y.		
6.5	Asphalt Millings Removal and Replacement (Museum Dr.)	7,200	S.Y.		
6.6	Controlled Low Strength Material (CLSM) Fill	100	C.Y.		
6.7	Traffic Control	1	L.S.		
6.8	Bypass Pumping	1	L.S.		
6.9	Union Pacific Railroad Flagman	1	L.S.		
7.0	Property Rehabilitation				
7.1	Lawn Seed Application	1	Acre		
7.2	Pasture Seed Application	1	Acre		
7.3	Gravel Driveway Reclamation	100	S.Y.		
7.4	Fence Removal and Restoration/Relocation/New Fence	480	L.F.		
7.5	Tree Replacement	1	L.S.		
8.0	As-Builts				
8.1	Survey	1	L.S.		
				TOTAL BID	

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UNIT PRICE SCHEDULE – ALTERNATIVE F					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
1.0	Mobilization	1	L.S.		
2.0	Sanitary Sewer Pipe				
2.1	42-inch Sanitary Sewer (PS 72 FRPM)	867	L.F.		
2.2	42-inch Sanitary Sewer w/ Steel Casing Pipe (PS 72 FRPM)	88	L.F.		
2.3	54-inch Sanitary Sewer (PS46 FRPM)	2,823	L.F.		
2.4	60-inch Sanitary Sewer from Sta 10+00 to 52+27.65 (PS 46 FRPM)	4,228	L.F.		
2.5	8-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	668	L.F.		
2.6	24-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	681	L.F.		
2.7	27-inch Sanitary Sewer (SDR 35 Solid Wall PVC)	283	L.F.		
2.8	27-inch Sanitary Sewer (PS 72 FRPM)	131	L.F.		
2.9	20-inch Sanitary Sewer Siphon (PS 46 FRPM)	358	L.F.		
2.10	24-inch Slipline in 30-inch host pipe (PS 72 FRPM)	3,990	L.F.		
2.11	24-inch Slipline in 36-inch host pipe (PS 72 FRPM)	955	L.F.		
2.12	4-inch Sanitary Sewer Service Line	100	L.F.		
2.13	Sanitary Sewer Service Connection	12	Each		
2.14	Sanitary Sewer Removal and Disposal	1,260	L.F.		
2.15	Sanitary Sewer Abandonment	2,750	L.F.		
2.16	10-inch Sanitary Sewer Stub at Seedling Mile Access Rd.	1	L.S.		
2.17	10-inch Sanitary Sewer Stub at Bosselman Carriers Inc Property	1	L.S.		
2.18	15-inch Sanitary Sewer Stub at E. 7 th St.	1	L.S.		
2.19	54-inch Sanitary Sewer Stub at Sky Park Rd.	1	L.S.		
2.20	36-inch Sanitary Sewer Stub at WWTP	1	L.S.		
2.21	8-inch Sanitary Sewer Stub at Villa Mar Dee & Seedling Mile Rd.	1	L.S.		
3.0	Microtunneling				
3.1	Union Pacific Railroad	525	L.F.		

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UNIT PRICE SCHEDULE – ALTERNATIVE F					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
3.2	US Highway 30	185	L.F.		
3.3	E. 7 th Street	131	L.F.		
4.0	Manholes				
4.1	4 feet diameter (concrete)	6	Each		
4.2	5 feet diameter (concrete)	3	Each		
4.5	12 feet diameter (concrete)	1	Each		
4.13	Tee-base manhole manhole with riser and cone (FRPM)	23	Each		
4.14	Outside drop tee-base manhole manhole with riser and cone (FRPM)	2	Each		
4.8	4 feet diameter manhole (standard and drop) additional depth (concrete)	50	V.F.		
4.9	5 feet diameter manhole (standard and drop) additional depth (concrete)	10	V.F.		
4.12	12 feet diameter manhole (standard and drop) additional depth (concrete)	5	V.F.		
4.15	Tee-base manhole with riser and cone (standard and cone) additional depth (FRPM)	80	V.F.		
4.16	Manhole Removal and Disposal	9	Each		
4.17	Abandon Manholes in Place	1	Each		
4.18	Connection to Exist Manholes	2	Each		
4.19	Junction Box at Sta 10+00	1	L.S.		
4.20	Siphon Outlet Structure at Sta 8+20.83	1	L.S.		
5.0	Trench Conditions				
5.1	Dewatering – North Interceptor Sta 10+00 to 30+34.74, and the City ROW Sewer Line (Sta 0+00 to 6+80.98)	1	L.S.		
5.2	Dewatering – North Interceptor Sta 30+34.74 to 39+88.70	1	L.S.		
5.3	Dewatering – North Interceptor Sta 39+88.70 to 58+70.05, and the new 8" Sewer Line	1	L.S.		
5.4	Dewatering – North Interceptor Sta 60+65.05 to 68+45.58	1	L.S.		
5.5	Dewatering – North Interceptor Sta 73+76.63 to 92+47.91	1	L.S.		
5.6	Dewatering – Slipline Section 1 Sta 0+00 to 39+88.80	1	L.S.		
5.7	Dewatering – Slipline Section 2 Sta 0+00 to 9+54.15	1	L.S.		

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UNIT PRICE SCHEDULE – ALTERNATIVE F					
	Item Description	Quantity	Unit	Unit Cost	Total Cost
5.8	Imported backfill	50	Tons		
5.9	Groundwater Barriers	58	Each		
6.0	Miscellaneous Construction				
6.1	Sidewalk Removal and Replacement	150	L.F.		
6.2	Miscellaneous Concrete	100	C.Y.		
6.3	Portland Cement Pavement with Asphalt Cover Removal and Replacement in kind (Seedling Mile Rd. from Museum Dr. to Voss Rd.)	285	S.Y.		
6.4	Portland Cement Pavement with Asphalt Cover Removal and Replacement with Concrete Pavement (Seedling Mile Rd. from Voss Rd. to Seedling Mile Access Rd.)	1,612	S.Y.		
6.5	Asphalt Millings Removal and Replacement (Museum Dr.)	7,200	S.Y.		
6.6	Controlled Low Strength Material (CLSM) Fill	100	C.Y.		
6.7	Traffic Control	1	L.S.		
6.8	Bypass Pumping	1	L.S.		
6.9	Union Pacific Railroad Flagman	1	L.S.		
7.0	Property Rehabilitation				
7.1	Lawn Seed Application	1	Acre		
7.2	Pasture Seed Application	1	Acre		
7.3	Gravel Driveway Reclamation	100	S.Y.		
7.4	Fence Removal and Restoration/Relocation/New Fence	480	L.F.		
7.5	Tree Replacement	1	L.S.		
8.0	As-Builts				
8.1	Survey	1	L.S.		
				TOTAL BID	

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UNIT PRICE SCHEDULE – ALTERNATIVE G					
	Item Description	Quantity	Unit	Unit Cost (Add/Deduct)	Total Cost (Add/Deduct)
2.0	Sanitary Sewer Pipe				
2.9*	24-inch Slipline in 30-inch host pipe (HDPE)	3,990	L.F.		
2.10*	24-inch Slipline in 36-inch host pipe (HDPE)	955	L.F.		
				TOTAL ADD/DEDUCT	
<p>*These costs are the add/deduct costs to items 2.9 and 2.10 in the Base Bid and Bid Alternatives of a 24-inch Slipline with FRPM liner pipe.</p>					

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5.02. Bidder hereby agrees to accept an award of Contract based on the Bid that provides the best overall value to Owner. The award of the contract may be based on the unit price base bid or the base bid and any of the same combination of bid alternatives A through G for all bidders.

6.01. Bidder agrees that the Work will be substantially completed within 210 days, and completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within 245 calendar days, after the commencement of Contract Times as defined in the General Conditions.

6.02. Bidder accepts the provisions of the Agreement in Article 3.03 as to liquidated damages in the event of failure to complete the Work within the times specified above.

7.01. Communications concerning this Bid shall be sent to Bidder at the following address:

8.01. The terms used in this Bid have the meanings indicated in the Instructions to Bidders and the General Conditions.

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SIGNATURE OF BIDDER

Contractor's License Number _____

License Expiration Date _____

If an Individual

By _____
(signature of individual)

doing business as _____

Business address _____

Phone No. _____

Date _____, _____

If a Partnership

By _____
(firm name)

(signature of general partner)

Business address _____

Phone No. _____

Date _____, _____

If a Corporation

By _____
(corporation name)

By _____
(signature of authorized person)

(title)

Business address _____

Phone No. _____

Date _____, _____

If a Joint Venture (Other party must sign below.)

Contractor's License Number _____

License Expiration Date _____

If an Individual

By _____
(signature of individual)

doing business as _____

Business address _____

Phone No. _____

Date _____, _____

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If a Partnership

By _____
(firm name)

(signature of general partner)

Business address _____

Phone No. _____

Date _____, _____

If a Corporation

By _____
(corporation name)

By _____

(title)

Business address _____

Phone No. _____

Date _____, _____

End of Section

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SECTION 00500
AGREEMENT

THIS AGREEMENT is by and between City of Grand Island (“Owner”) and
[contractor name] (“Contractor”)

Owner and Contractor hereby, agree as follows:

WITNESSETH:

THAT, WHEREAS, in accordance with law, Owner has caused contract documents to be prepared and an advertisement calling for bids to be published, for **Grand Island North Interceptor – Phase I, Project No. 2012-S-6** and;

WHEREAS, Owner, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsible and responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in 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 Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, Owner for itself and its successors, and Contractor for itself, himself/herself, or themselves, and its, his/hers, or their successors, as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Installation of approximately 7,000 linear feet of 54-inch diameter sanitary sewer and associated manholes from the City of Grand Island's Wastewater Treatment Plant to the intersection of 7th Street and 4th Street. Approximately 1,250 linear feet of the 7,100 linear feet will require removal and replacement of the City's existing 30-inch diameter sanitary sewer (reinforced concrete pipe) and manholes.
- Installation of approximately 980 linear feet of 42-inch sanitary sewer within a maximum of 66-inch diameter casing pipe. The casing pipe will be installed by microtunneling and will be for a 185 linear foot crossing at US Highway 30 and a 525 linear foot crossing at the Union Pacific Railroad tracks.
- Installation of approximately 130 linear feet of 27-inch FRPM direct jack pipe by microtunneling.
- Sliplining of approximately 3,990 linear feet of 30-inch reinforced concrete host pipe with 24-inch diameter sanitary sewer.
- Sliplining of approximately 960 linear feet of 36-inch reinforced concrete host pipe with 24-inch diameter sanitary sewer.
- Installation of approximately 670 linear feet of 8-inch diameter sanitary sewer and associated manholes.
- Installation of approximately 680 linear feet of 24-inch diameter sanitary sewer and associated manholes.
- Installation of approximately 415 linear feet of 27-inch diameter sanitary sewer and associated manholes with at least 130 feet being installed by horizontal directional drilling.

- 1.02 That Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for Owner, 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 Conditions, Standard Specifications, and Bid Documents, 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 Owner's official award of this contract to the said Contractor, such award being based on the acceptance by Owner of Contractor's bid;
- 1.03 That Contractor shall start work as soon as possible after the contract is signed and the required bond(s) is approved, and that Contractor shall complete all work in accordance with Article 3 of this Agreement; Contract Times, or as modified contractually in accordance with General Conditions.

ARTICLE 2 – ENGINEER

- 2.01 The Project has been designed by Black & Veatch Corporation, 8400 Ward Parkway, Kansas City, MO 64114, who is referred to in the Contract Documents as Engineer. Engineer, and its duly authorized agents are to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence

- A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are the essence of the Contract.

3.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 210 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 245 calendar days after the date when the Contract Times commence to run.

3.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a

penalty), Contractor shall pay Owner \$550.00 for each day that expires after the time specified in Paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$350.00 for each day that expires after the time specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

- B. The liquidated damages set forth herein shall not be cumulative. If Substantial Completion of the Work is not met within the time specified for Final Completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed within the time specified for Final Completion of all Work, the rate or rates specified for default on Final Completion shall apply until final completion is attained.
- C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

ARTICLE 4 – CONTRACT PRICE

4.01 That Owner shall pay to Contractor for the performance of the work embraced in this contract and Contractor will accept as full compensation therefore the sum of the amounts determined pursuant to Paragraphs 4.01.F below, or as modified contractually in accordance with General Conditions for all services, materials, and 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.

- A. Unit Price for Base Bid \$
- B. Owner has elected to accept Bid Alternative ___ \$
- C. Owner has elected to accept Bid Alternative ___ \$
- D. Owner has elected to accept Bid Alternative ___ \$
- E. Owner has elected to accept Bid Alternative ___ \$

F. TOTAL CONTRACT PRICE

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

5.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer in accordance with Article 14 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions:

1. For Cost of Work: Progress payments on account of the Cost of the Work will be made:

a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

1) 95 percent Cost of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the work completed.

2) 95 percent of cost of materials and equipment not incorporated in the Work but delivered, suitably stored and documented in accordance with Paragraph 14.02.A.2 of the General Conditions (with the balance being retainage).

b. Upon Substantial Completion: Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Contract Price (with the balance being retainage), less such amounts as Engineer and Owner shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

5.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 6 – AGENT FOR THE CITY IN PURCHASING MATERIALS AND SUPPLIES

6.01 Contractor hereby agrees to act as agent for Owner in purchasing materials and supplies for Owner for this project. Owner shall be obligated to the vendor of the materials and supplies for the purchase price, but Contractor shall handle all payments hereunder on behalf of Owner. The vendor shall make demand or claim for payment of the purchase price from Owner by submitting an invoice to Contractor. Title to all materials and supplies purchased hereunder shall vest in Owner directly from the vendor. Regardless of the method of payment, title shall vest immediately in Owner. Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear Contractor's name as agent for Owner. This paragraph will apply only to these materials and supplies actually incorporated into and

becoming a part of the finished product of *Grand Island North Interceptor – Phase I, Project No. 2012-S-6*.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - E. Based on the information and observations referred to in Paragraph 7.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 9 inclusive).
 - 2. Performance bond (pages 00610-1 to 00610-2, inclusive).

3. Payment bond (pages 00615-1 to 00615-2, inclusive).
4. General Conditions (pages 1 to 76 inclusive).
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of sheets listed in Index of Drawings with each sheet bearing the following general title: Grand Island, Nebraska, North Interceptor – Phase I.
7. Addenda (numbers 1 to #, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages # to #, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages N/A to N/A, inclusive).
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Paragraph 3.04 of the General Conditions.
- B. The documents listed in Paragraph 8.01 above, are attached to this Contract (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 – NEBRASKA STATE FAIR LABOR STANDARDS

9.01 Assignment

- A. 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. 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, 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. Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the express written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two (2) or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Gratuities And Kickbacks*

- A. City of Grand Island, Nebraska 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.

10.07 *Fiscal Year Budget Authority.*

- A. 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.

10.08 *LB 403*

- A. Every public contractor and their subcontractors who are awarded a contract by Owner 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.

10.09 *Title VI*

- A. The City of Grand Island, Nebraska 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 notify all bidders 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.

10.10 *Section 504/ADA Notice to the Public*

- A. The City of Grand Island, Nebraska 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.

10.11 *Article X*

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

10.12 *Fair Employment Practices*

- A. Each Bidder agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement. Counterparts have been delivered to Owner, Contractor, Surety, and Engineer. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ .

OWNER:

City of Grand Island _____

By: _____

Title: _____ Mayor _____

Date _____

Attest _____

Title: _____ City Clerk _____

Address for giving notices:

City Hall *100 East 1st *P.O. Box 1968 _____

Grand Island, Nebraska 68802-1968 _____

Attention: Public Works Division _____

CONTRACTOR:

By: _____

Title: _____

Date _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service of process:

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

Attorney for the City

Date