

## SECTION 00080 INVITATION TO BID

Scaled Bids for the Grand Island Wastewater Treatment Plant Headworks Improvements (Project No. WWTP-2013-1), 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 25th day of April, 2013**. Any Bids received after the specified time will not be considered and returned unopened.

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

The proposed Work is generally described as follows:

- New raw wastewater pump station facility with two (2) mechanically-cleaned, front reciprocating rake bar screens, two (2) screenings washer/compactors, and six (6) submersible pumps.
- New masonry building to house the screening equipment (Building #27).
- New influent meter vault to house valves and magnetic flow meters for two (2) 30-inch force mains from the new raw wastewater pumping station to the new grit facility.
- New grit facility with two (2) hydraulic, forced vortex basins and a masonry building to house the grit pumps, grit dewatering (separation and classification equipment), and electrical room (Building #28).
- New masonry building to house the electrical equipment for the new headworks facilities (Building #29).
- New meter vault and masonry building to house valves, magnetic flow meter, and sampler for the JBS pre-treated wastewater force main (Building #30).
- New flow distribution structure to distribute effluent from the new grit basins to the existing Primary Clarifier No. 1, existing Primary Clarifier No. 2, future Primary Clarifier No. 3, and a bypass to the Mixed Liquor Pump Station/Aeration Basins.
- New odor control systems for the new screening room, pumping station wetwell, and grit facility dewatering room.
- New engine-generator.
- New septage receiving area.
- Demolition of the existing Parshall flume, sampler building (Building #18), and aerated grit basins.
- Abandonment of plant interceptors and yard piping.
- Site work, piping, electrical, plant control system, and utility improvements to support the new facilities.
- Following construction of the new facilities, the existing raw wastewater pumping station will be removed from service and miscellaneous modifications to the pumping station will be undertaken as indicated on the Drawings. The existing plant drain and filtrate flows currently being discharged to the existing pump station wetwell will be conveyed by gravity to the new raw wastewater pumping station as well as overflow from the new grit dewatering equipment.

In order for a CONTRACTOR to submit a Bid, a Bidder must be able to provide proof of meeting the following:

- Successful completion of at least three (3) projects within the last ten (10) years for projects similar in size and scope to the proposed project. Acceptable projects include those at municipal wastewater treatment facilities of \$7,500,000 or larger. At least one project must include the installation of headworks equipment and similar facilities.
- 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 2:00 p.m. local time on the 9th day of April, 2013.** Immediately following the conference, a tour of the wastewater treatment plant will be conducted. The wastewater treatment plant is located at 3013 East Swift Road. Bidders are required to attend the conference and plant tour. Bids will not be accepted from bidders that do not have a representative at the pre-bid conference and tour.

The Work will be completed in all respects within 730 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, or at ENGINEER's Consultant's office, Olsson Associates, 1111 Lincoln Mall, Suite 111, Lincoln, Nebraska 68508.

Bidding Documents may be obtained from ENGINEER's office upon payment of \$350.00 for each set of documents. Return of the documents is not required, and the amount paid for the documents is nonrefundable. A CD-ROM may be obtained with files in Adobe Acrobat format upon payment of \$100.00 each (or \$15.00 with the purchase of a complete set of documents). Contact information for Bidding Documents at ENGINEER's office is as follows:

Theresa Vervynck, Black & Veatch, 913-458-6739 or [vervynckt@bv.com](mailto:vervynckt@bv.com)

Send requests for Bidding Documents to the attention of ENGINEER: Theresa Vervynck, Black & Veatch, 8400 Ward Parkway, Kansas City, MO 64114.

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 sources 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 sources 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, Gary Schnettgoecke or Nathan White of Black & Veatch, telephone (913) 458-6558 or (913) 458-3003, respectively. Questions regarding the meaning or intent of the Bidding Documents shall be directed to OWNER in writing with copy to ENGINEER as specified in the Instructions to Bidders, Article 7.1.

For an appointment to visit the site, contact Jue Zhao, City of Grand Island, telephone (308) 385-5430.

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 and twenty (120) days after the date of the bid opening.

RaNae Edwards

City Clerk.

END OF SECTION 00080

## BIDDER CHECKLIST FORM

### Grand Island Wastewater Treatment Plant Headworks Improvements Project No. WWTP-2013-1

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 25th 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)\_\_\_\_\_ (Bid Form)
- 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.
- List of Subcontractors.
- Equipment Questionnaire.
- Qualifications of Bidders (refer to Paragraph 3 of the Instructions to Bidders section).
- Exceptions to the bid. If none; print "NO EXCEPTIONS" (see following page)



**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.

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Signature

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Date

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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.

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Signature

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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 Headworks Improvements Project No. WWTP-2013-1.

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

<u>Subcontractor's Work</u>	<u>Subcontractor's Name</u>
Excavation	_____
Dewatering	_____
Concrete	_____
Masonry	_____
Process Mechanical	_____
HVAC Mechanical	_____
Plumbing	_____
Electrical	_____
Roofing	_____
Painting	_____
Yard Piping	_____

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

\_\_\_\_\_  
Bidder's Signature

Section 00450

EQUIPMENT QUESTIONNAIRE

Bidder shall enter, in the spaces provided, the names of the manufacturers of equipment which Bidder proposes to furnish for the base bid, and shall submit this Equipment 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 item of equipment. Upon award of a contract, the named equipment shall be furnished. Substitutions will be permitted only if named equipment 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 equipment 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 Equipment Questionnaire may be cause for rejection of the Bid.

<u>Equipment</u>	<u>Manufacturer</u>
1. Horizontal End Suction Centrifugal Pumps – Grit Pumps – Section 11122	_____
2. Submersible Pumps – Section 11150	_____
3. Submersible Well Pumps – Section 11155	_____
4. Mechanically Cleaned Bar Screens – Section 11312	_____
5. Grit Removal Equipment Gravity Type – Section 11321	<u>Hydro International</u> (without exception)

(Grand Island, Nebraska )  
(Grand Island WWTP )  
(Headworks Improvements )  
(B&V PN 175144/OA PN 011-2347 )

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| 6.  | Grit Separation and Classification Equipment – Section 11322  | <u>Hydro International</u><br>(without exception) |
| 7.  | Screenings Washer/Compactor Equipment – Section 11325         | _____   |
| 8.  | Carbon Absorption Units – Section 11354                       | _____   |
| 9.  | Odor Control Fans – Section 11356                             | _____   |
| 10. | Engine-Generator – Section 11960                              | _____   |
| 11. | Programmable Logic Controllers – Section 13530                | <u>Allen Bradley</u><br>(without exception)       |
| 12. | Check Valves – Section 15093                                  | _____   |
| 13. | Eccentric Plug Valves – Section 15102                         | _____   |
| 14. | Fabricated Stainless Steel Slide Gates – Section 15113        | _____   |
| 15. | Open-Channel Metal Slide Gates and Weir Gates – Section 15114 | _____   |
| 16. | Adjustable Frequency Drives – Section 16150                   | <u>Allen Bradley</u><br>(without exception)       |
| 17. | 600 Volt Class Motor Control Centers – Section 16480          | _____   |

End of Section

## 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 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 for the following:
  - Successful completion of at least three (3) projects within the last ten (10) years for projects similar in size and scope to the proposed project. Acceptable projects include those at municipal wastewater treatment facilities of \$7,500,000 or larger. At least one project must include installation of headworks equipment and similar facilities.
  - An experience modification rate (EMR) of less than one (1) for the past three (3) years.

Include phone numbers, contact name(s) and a brief description of the work completed by Bidder.

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, BASIS OF AWARD; 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 2:00 p.m.** Representatives of OWNER, ENGINEER, and ENGINEER's Consultant 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 (by e-mail only to Jue Zhao, [juez@grand-island.com](mailto:juez@grand-island.com) with copy to Nathan White, Black & Veatch at [whitenw@bv.com](mailto:whitenw@bv.com)). 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 the General Conditions, Article 5.01.
- 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 OWNER. Bid security submitted with Bids which 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 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 Conditions, Article 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 words and figures, words control. No changes shall be made in the phraseology 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 for communications regarding the Bid shall be filled in by Bidder (Bid Form, Article 7.01).
- 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 lump sum price 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 or deducted from the base bid, if OWNER selects the alternative.

- 15.2. Alternatives requiring pricing in the Bid Form are described in the Measurement and Payment section.
- 15.3. The adjustment unit prices provided for in the Bid Form shall apply only 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 Headworks Improvements, Project No. WWTP-2013-1”** (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 **“Bid for the Headworks Improvements, Project No. WWTP-2013-1”**)
  - 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. Equipment 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 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 OWNER 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 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 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 OWNER as available, OWNER may reject all Bids or take such other action as best serves OWNER's interests.
- 20.7. If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of 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, 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 Article 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. After the Bid Opening and prior to award, Bidders may be required to submit, within five (5) days of OWNER request, a list of 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.

## 26. ADDITIONAL BIDDER QUALIFICATION INFORMATION.

- 26.01. In addition to the information in Article 25.01 and otherwise requested, the apparent low Bidder may be required to submit a completed AGC Document No. 220, "Construction Contractor's Qualification Statement for Engineered Construction."

END OF SECTION 00100

Section 00400

BID FORM

PROJECT IDENTIFICATION:

Headworks Improvements, Project No. WWTP-2013-1

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 and 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 \_\_\_\_\_

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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 Paragraph 4.02 of 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 shown in attached Bid Form and computed in accordance with Paragraph 11.03.C of the General Conditions for Unit Price Bid items. 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.

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

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based on the lump sum base bid or the base bid and any combination of bid alternatives.

6.01. If awarded the Contract, Bidder agrees that the Work will be substantially completed within 640 calendar days, and completed and ready for final payment in accordance with Article 14.07.B of the General Conditions within 730 calendar days, after the commencement of Contract Time as defined in the General Conditions.

Further, the Bidder agrees the following Work will be completed as an intermediate milestone:

- a. Raw Wastewater Pump Station, Grit Facility and Flow Distribution Structure intermediate milestone will be completed within 580 calendar days after the commencement of Contract Time as defined in the General Conditions. Refer to Paragraph 28 of the Project Requirements section for a complete definition.

6.02. Bidder accepts the provisions of Article 3.03 of the Agreement 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.

**BID FORM**  
**Headworks Improvements, Project No. WWTP-2013-1**

INSTRUCTIONS – For each item identified, the Bidder shall fill in the blanks provided for the Bidder’s proposed Lump Sum or Unit Price in figures and the Bidder’s proposed computed Total Price in figures. The computed Total Price is obtained by multiplying the Estimated Quantity by the Bidder’s Unit Price. In case of a discrepancy between unit prices and totals, unit prices will prevail. All blanks shall be filled in, including prices for each Bid Alternative. Refer to Section 01025 for a description of Base Bid items and Bid Alternatives. Bidder shall fill in blanks using ink or by typing.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1.0	Complete Work for Headworks Improvements, except as included in other items below	Lump Sum	NA	NA	\$
2.0	Additional Structure Excavation and Select Fill – Raw Wastewater Pump Station	475.0	Cubic Yards	\$	\$
3.0	Additional Structure Excavation and Select Fill – JBS Meter and Sampler Building	60.0	Cubic Yards	\$	\$
4.0	Additional Structure Excavation and Select Fill – Flow Distribution Structure	175.0	Cubic Yards	\$	\$
5.0	Additional Structure Overexcavation and Select Fill – Engine-Generator Pad	40.0	Cubic Yards	\$	\$
6.0	Additional Structure Overexcavation and Select Fill – Other Structures	750.0	Cubic Yards	\$	\$
7.0	Additional Overexcavation and Select Fill – Concrete Pavement and Raw Wastewater Force Mains	500.0	Cubic Yards	\$	\$
8.0	Removal of Unsuitable Subgrade Materials and Replacement with Crushed Rock	1,100.0	Cubic Yards	\$	\$
9.0	Placement of Geogrid	1,800.0	Square Yards	\$	\$
10.0	Placement of Filter Fabric	1,500.0	Square Yards	\$	\$
11.0	16-inch Well Casing	70.0	Feet	\$	\$
12.0	16-inch Well Screen	116.0	Feet	\$	\$
13.0	8-inch Pump Column	166.0	Feet	\$	\$
14.0	Concrete Crack Repair	150.0	Feet	\$	\$
<b>Total Lump Sum Base Bid</b>					<b>\$</b>

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 (Grand Island WWTP )  
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BID FORM (Continued)  
Headworks Improvements, Project No. WWTP-2013-1

BID ALTERNATIVES

Bidder offers the following prices for the alternatives:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price (See Note 1)
1.0	Plant Interceptor Piping (FRPM)	Lump Sum	NA	NA	\$
2.0	Plant Interceptor Piping (PPSP)	Lump Sum	NA	NA	\$
3.0	De-gritted Wastewater Piping (FRPM)	Lump Sum	NA	NA	\$
4.0	Plant Drain Piping (HDPE)	Lump Sum	NA	NA	\$
5.0	Two-Year Correction Period	Lump Sum	NA	NA	\$
<b>Notes:</b> 1. A deductive bid price shall be indicated by a negative sign. An additive bid price shall be indicated by a positive sign. If no sign is indicated, it shall be assumed that it is an additive bid price.					

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 \_\_\_\_\_, \_\_\_\_\_

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



- New flow distribution structure to distribute effluent from the new grit basins to the existing Primary Clarifier No. 1, existing Primary Clarifier No. 2, future Primary Clarifier No. 3, and a bypass to the Mixed Liquor Pump Station/Aeration Basins.
  - New odor control systems for the new screening room, pumping station wetwell, and grit facility dewatering room.
  - New engine-generator.
  - New septage receiving area.
  - Demolition of the existing Parshall flume, sampler building (Building #18), and aerated grit basins.
  - Abandonment of plant interceptors and yard piping.
  - Site work, piping, electrical, plant control system, and utility improvements to support the new facilities.
  - Following construction of the new facilities, the existing raw wastewater pumping station will be removed from service and miscellaneous modifications to the pumping station will be undertaken as indicated on the Drawings. The existing plant drain and filtrate flows currently being discharged to the existing pump station wetwell will be conveyed by gravity to the new raw wastewater pumping station as well as overflow from the new grit dewatering equipment.
- 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 Owner, MO 64114 and Olsson Associates, 1111 Lincoln Mall, Suite 111, Lincoln, NE 68508, who are referred to in the Contract Documents as Engineer and Engineer's Consultant, respectively. Engineer, Engineer's Consultant, 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 the Intermediate Milestone, 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 Intermediate Milestone, Substantial Completion and Final Payment*

- A. The Raw Wastewater Pump Station, Grit Facility and Flow Distribution Structure intermediate milestone will be completed within 580 calendar days and the Work will be substantially completed within 640 calendar days after the date when the Contract Times commence to run as provided in Article 2.03 of the General Conditions, and completed and ready for final payment in accordance with Article 14.07 of the General Conditions within 730 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 Article 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 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 \$600 for each day that expires after the time specified in Article 3.02 for the Raw Wastewater Pump Station, Grit Facility and Flow Distribution Structure intermediate milestone, and \$1,000 for each day that expires after the time specified in Article 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 \$600 for each day that expires after the time specified in Article 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 the Work for the intermediate milestone is not met within the time specified for Substantial Completion, the liquidated damages shall continue to be at the rate or rates specified for default on the intermediate milestone until the intermediate milestone is attained. If Substantial Completion of the Work is not met within the time specified for Substantial Completion, 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 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 1; payments thereof to be made in cash or its equivalent in the manner provided in the Specifications.

A. Lump Sum Base Bid (see next page)

B. Bid Alternatives:

- 1. Owner has elected to (accept) (reject) Bid Alternative 1 – Plant Interceptor Piping (FRPM)

\$ \_\_\_\_\_

- 2. Owner has elected to (accept) (reject) Bid Alternative 2 – Plant Interceptor Piping (PPSP)

\$ \_\_\_\_\_

- 3. Owner has elected to (accept) (reject) Bid Alternative 3 – De-gritted Wastewater Piping (FRPM)

\$ \_\_\_\_\_

- 4. Owner has elected to (accept) (reject) Bid Alternative 4 – Plant Drain Piping (HDPE)

\$ \_\_\_\_\_

- 5. Owner has elected to (accept) (reject) Bid Alternative 5 – Two-Year Correction Period

\$ \_\_\_\_\_

C. Total Contract Price (Lump Sum Base Bid, plus Accepted Bid Alternatives):

\_\_\_\_\_ (words)

(\$ \_\_\_\_\_) as indicated in Contractor's Bid.  
(figures)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1.0	Complete Work for Headworks Improvements, except as included in other items below	Lump Sum	NA	NA	\$
2.0	Additional Structure Excavation and Select Fill – Raw Wastewater Pump Station	475.0	Cubic Yards	\$	\$
3.0	Additional Structure Excavation and Select Fill – JBS Meter and Sampler Building	60.0	Cubic Yards	\$	\$
4.0	Additional Structure Excavation and Select Fill – Flow Distribution Structure	175.0	Cubic Yards	\$	\$
5.0	Additional Structure Overexcavation and Select Fill – Engine-Generator Pad	40.0	Cubic Yards	\$	\$
6.0	Additional Structure Overexcavation and Select Fill – Other Structures	750.0	Cubic Yards	\$	\$
7.0	Additional Overexcavation and Select Fill – Concrete Pavement and Raw Wastewater Force Mains	500.0	Cubic Yards	\$	\$
8.0	Removal of Unsuitable Subgrade Materials and Replacement with Crushed Rock	1,100.0	Cubic Yards	\$	\$
9.0	Placement of Geogrid	1,800.0	Square Yards	\$	\$
10.0	Placement of Filter Fabric	1,500.0	Square Yards	\$	\$
11.0	16-inch Well Casing	70.0	Feet	\$	\$
12.0	16-inch Well Screen	116.0	Feet	\$	\$
13.0	8-inch Pump Column	166.0	Feet	\$	\$
14.0	Concrete Crack Repair	150.0	Feet	\$	\$
<b>Total Lump Sum Base Bid</b>					<b>\$</b>

## 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 cost-loaded schedule accepted by Owner and Engineer as defined in the Construction Progress Schedule section.
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 Article 14.02 of the General Conditions:
- 1) 95 percent Cost of Work completed (with the balance being retainage).
  - 2) 95 percent of cost of materials and equipment not incorporated in the Work but delivered, suitably stored and documented in accordance with Article 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 Article 14.02.B.5 of the General Conditions.

### 5.03 *Final Payment*

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

## **ARTICLE 6 – AGENT FOR OWNER 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 reimburse Contractor the purchase price of materials and supplies obtained from vendors. Contractor shall handle all payments to vendors on behalf of Owner. The vendors 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 Wastewater Treatment Plant Headworks Improvements, Project No. WWTP-2013-1*.

## 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 12 inclusive).

2. Performance bond with Evidence to Bind (pages 00610-1 to 00610-2, inclusive).
3. Payment bond with Evidence to Bind (pages 00615-1 to 00615-2, inclusive).
4. General Conditions (pages 1 to 78 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, Grand Island WWTP, Headworks Improvements.
7. Addenda (numbers 1 to [TBD], inclusive).
8. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages [TBD] to [TBD], inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages [TBD] to [TBD], 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 Article 3.04 of the General Conditions.
10. The documents listed in Article 8.01 above, are attached to this Contract (except as expressly noted otherwise above).
11. 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 Article 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 Article 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. The City of Grand Island code states that it is unethical for any person to offer, give, or to agree to give any Owner employee or former Owner employee, or for any Owner employee or former Owner 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 Owner 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, 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 notifies 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 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. Owner 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, Engineer, Surety, and Contractor. 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 \_\_\_\_\_, the Effective Date of the Agreement.

OWNER:

City of Grand Island \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Mayor \_\_\_\_\_

Date \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_ City Clerk \_\_\_\_\_

Address for giving notices:

City Hall, 100 East 1<sup>st</sup> Street \_\_\_\_\_

PO 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)

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

Agent for service of process:

\_\_\_\_\_

\_\_\_\_\_  
Attorney for Owner

\_\_\_\_\_  
Date