

ADVERTISEMENT FOR BIDS
FOR
Phelps Control Center New Warehouse,
700 East Bischeld Street, Grand Island, Nebraska 68801

Sealed bids will be received at the Office of the City Clerk, 100 East First Street, Grand Island, NE 68801, until 2:00 pm, (Local Time), April 8, 2014 for Phelps Control Center New Warehouse 700 East Bischeld Street, Grand Island, Nebraska 68801, FOB the City of Grand Island. Bids will be publicly opened at this time at the Office of the City Clerk, 100 East First Street, Grand Island, NE. Bids received after the specified time will be returned unopened to sender.

Contract Documents are on file in the following locations:

1. In the office of the City of Grand Island, Phelps Control Center, 700 East Bischeld Street, Grand Island, Nebraska 68801.
2. Webb & Company Architects, 387 N Walnut St, Grand Island, Nebraska 68801, Phone No.: (308) 381-8013, Fax No.: (308) 381-1837 and Email: wcaarch@hamilton.net.
3. Grand Island Chamber Plan Service, 309 West Second Street, (P.O. Box 1486). Grand Island, NE 68801
4. Lincoln Builders Bureau, 5910 South 58th Street, Suite "C", Lincoln, Nebraska 68516, Phone No.: (402) 421-8332, Fax No.: (402) 421-8334.
5. McGraw Hill Construction Company, Web Site: www.construction.com.
6. Omaha Builders Exchange, 4255 South 94th Street, Omaha, Nebraska 68127, Phone No.: (402) 593-6908, Fax No.: (402) 593-6912.

Bidders may obtain sets of plans and specifications from A & D Technical Supply Company, 4320 South 89th Street, Omaha, Nebraska 68127 by ordering and paying for them separately. No refunds will be given on sets purchased. A & D Technical Supply phone number is (402) 592-4950 Extension 4.

All Bidders are required to attend a Pre - Bid Conference to be held 11:00 o'clock a.m. on the 27th day of March, 2014, at the Phelps Control Center, 700 East Bischeld Street, Grand Island, Nebraska.

Bids shall be submitted on forms that will be furnished by the City at the Pre - Bid Conference. Each bidder shall submit with their bid a certified check, cashiers check, or bid bond payable to the City Treasurer in an amount not less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fourteen (14) days, at the bid price, if accepted by the City. Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened or considered. Bid bonds must be issued by surety companies authorized to do business in the State of Nebraska.

Bids will be evaluated by the purchaser based on price, delivery, quality, and adherence to specifications. Each bidder shall supply three (3) copies of the bid. Failure to provide the correct number of copies will result in the bid being deemed nonconforming and not considered. The City reserves the right to reject any or all bids, to waive technicalities, and to accept whichever bid that may be in the best interest of the City.

No Company may withdraw its bid for a period of thirty (30) days after date of bid opening.

RaNae Edwards, City Clerk

SECTION 00 21 13 - INSTRUCTION TO BIDDERS

PART 1 - GENERAL

1.1 INSTRUCTIONS TO BIDDERS

A. Owner

1. The Owner of this project is City of Grand Island, Nebraska
2. The terms Owner, City and Purchaser shall be one in the same and are interchangeable.

B. Architect

1. The Architect of this project is Webb & Company Architects, 387 N Walnut St, Grand Island, Nebraska 68801, Phone No.: (308) 381-8013, Fax No. (308) 381-1837 and Email:wcaarch@hamilton.net.

1.2 CONSTRUCTION DOCUMENTS AND BID FORMS

- A. Bidders may obtain sets of plans and specifications from A & D Technical Supply Company, 4320 South 89th Street, Omaha, Nebraska 68127 by ordering and paying for them separately. No refunds will be given on sets purchased. A & D Technical Supply phone number is (402) 592-4950 Extension 4.
- B. Plans and Specifications are on file in the office of the City of Grand Island, Phelps Control Center, 700 East Bisheld Street, Grand Island, Nebraska 68801. Bids shall be submitted on forms that will be furnished by the City at the mandatory Pre - Bid Meeting. 3 copies of the bid shall be submitted at the time of bid.

1.3 BID SECURITY

- A. Each bidder shall submit with their bid a certified check, cashiers check, or bid bond payable to the City Treasurer in an amount not less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fourteen (14) days, at the bid price, if accepted by the City. **Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened or considered. Bid bonds must be issued by surety companies authorized to do business in the State of Nebraska.

1.4 SUBMITTING PROPOSALS

- A. Sealed bids will be received at the **Office of the City Clerk, 100 East First Street, Grand Island, NE 68801, until 2:00 pm. (Local Time), April 8, 2014** for Phelps Control Center New Warehouse 700 East Bisheld Street, Grand Island, Nebraska 68801, FOB the City of Grand Island. Bids will be publicly opened at this time at the

Office of the City Clerk, 100 East First Street, Grand Island, NE. Bids received after the specified time will be returned unopened to sender.

1.5 WITHDRAWAL PERIOD

- A. No Bidder may withdraw a Bid within thirty (30) days after the date of opening of bids.

1.6 INFORMALITIES

- A. The City reserves the right to reject any or all bids, to waive technicalities, and to accept whichever bid that may be in the best interest of the City.

1.7 QUALIFICATIONS OF BIDDER

- A. The City may make such investigations as they deem necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

1.8 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

- A. The successful Bidder, upon their failure or refusal to execute and deliver the Contract, Bonds and Insurance Certificate required within ten (10) days after they have received Notice of Award shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with their bid.

1.9 CONDITIONS OF WORK

- A. Each Bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
- B. Reference is made to the Supplementary Conditions for the availability of surveys and investigations made for the Owner by Independent Testing Laboratories of subsurface or physical conditions at the site or otherwise affecting performance of the work which have been relied upon by Webb & Company Architects in preparing the Drawings and Specifications. Before submitting its bid, each Bidder shall, at their own expense, make such additional surveys and investigations as they may deem necessary for performance of the work at their bid price within the terms of the Contract Documents.
- C. The work shall commence after the issuance of the Notice to Proceed and the Contractor shall complete all work within the time the General Contractor sets in the Bid Form.

1.10 PRE - BID CONFERENCE

- A. All Bidders are required to attend a Pre - Bid Conference to be held 11:00 o'clock a.m. on the 27th day of March, 2014, at the Phelps Control Center, 700 East Bischeld Street, Grand Island, Nebraska.

1.11 ADDENDA AND INTERPRETATIONS

- A. Bidders shall promptly notify Travis W. Burdett, P.E, Assistant Utilities Director - Transmission, City of Grand Island Utilities, 700 East Bischeld Street, Grand Island, Nebraska 68801, Phone Number - Office: (308) 385-5466, Cell: (308) 390-5799 or Fax: (308) 385-5449 of any ambiguity, inconsistency or error that they may discover upon examination of the specifications. Interpretations, corrections and changes made to the specifications will be made by written addenda. Oral interpretations or changes to the specifications made in any other manner will not be binding on the City and bidders shall not rely upon such interpretations or changes.

1.12 CONTRACT SECURITY

- A. Simultaneously with delivery of the executed Contract, the Contractor shall provide a Performance Bond and Labor and Material Payment Bond, as security for faithful performance of this Contract (including warranty, guarantee and maintenance provisions) and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The surety on such bond shall be a duly authorized corporate surety company satisfactory to the Owner. Surety shall be currently listed as holding Certificate of Authority in U.S. Dept. of Treasury, Fiscal Service Circular 570 for full amount of contract. The Bonds shall be in the amount of one hundred (100) percent of the bid price. The Performance Bond and the Labor and Material Payment Bond shall be AIA Document A312 Performance Bond and AIA Document A312 Labor and Material Payment Bond and shall be delivered to the PURCHASER / OWNER through the ARCHITECT within ten days of the Notice to Award.

1.13 POWER OF ATTORNEY

- A. Attorneys - in - fact who sign Bid Bonds, Performance Bonds or Labor and Material Payment Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

1.14 LAWS AND REGULATIONS

- A. The Bidder's attention is directed to the fact that all applicable laws of the State of Nebraska, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though therein written out in full.

1.15 OBLIGATION OF BIDDER

- A. At the time of the opening of bids each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings, Specifications and other Contract Documents including all Addenda. The failure or omission of any

Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect of their bid.

1.16 METHOD OF BIDDING

- A. Lump Sum Base Bids will be received on the entire work as described on the Bid Form.

1.17 METHOD OF AWARD

- A. Upon approval by the Grand Island City Council, a City of Grand Island Utilities Department Notice to Award shall be issued to the successful bidder.
- B. The Owner reserves the right to reject any or all bids and to pass upon the regularity or waive any irregularities of the bidders and to determine the acceptability of the surety offered.

1.18 CONTRACT

- A. Contract will be prepared by the City of Grand Island using the Contract Agreement, a copy of which is found in Section 00 52 00 Contract Agreement of these Contract Documents.

PART 2 - PRODUCTS

2.1 (SECTION NOT USED)

PART 3 - EXECUTION

3.1 (SECTION NOT USED)

END OF SECTION 00 21 13

SECTION 00 41 00 - BID FORM

PART 1 - GENERAL

1.1 BID FORM INCLUDED IN PROJECT MANUAL

A. Bid Form, City of Grand Island, Nebraska

PART 2 - PRODUCTS

2.1 (SECTION NOT USED)

PART 3 - EXECUTION

3.1 (SECTION NOT USED)

END OF SECTION 00 41 00

BID FORM
CITY OF GRAND ISLAND, NEBRASKA
(All bids must be submitted on this form)

TO THE CITY COUNCIL, CITY OF GRAND ISLAND, GRAND ISLAND, NE

The Undersigned bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the Construction of the project titled "Phelps Control Center New Warehouse, 700 East Bischeld Street, Grand Island, Nebraska 68801" to the City of Grand Island, NE hereby proposes to furnish and deliver such services FOB Grand Island, NE, at the following price:

<u>ITEM DESCRIPTION:</u>	<u>COST</u>
Total Base Bid:	\$ _____
7% Nebraska Sales Tax	\$ _____
TOTAL BID PRICE *	\$ _____

The City of Grand Island, Utilities Department does pay sales tax. If bidder fails to include sales tax in the bid price or takes exception to including sales tax in the bid price, the City will add a 7% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

If awarded the contract, the undersigned bidder agrees to complete all work within _____ Calendar days from date of order.

To allow for City processing time, terms shall be Net 30.
Bidder acknowledges receipt of Addendum Number(s) _____ and has considered addendum information in bid preparation.

Attached to the bid is all supplementary information requested in the bidding documents.

Bidder Company Name Date

Company Address

Name of Person Completing Bid (please print)/Signature

Telephone #: _____ Fax #: _____

CITY OF GRAND ISLAND RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

Note: Any exceptions to specifications must be noted in the space provided on Page 1 of General Specifications and Bid Sheet For Phelps Control Center New Warehouse, 700 East Bischeld Street, Grand Island, Nebraska 68801.

SECTION 00 52 00 - CONTRACT AGREEMENT

PART 1 - GENERAL

1.1 CONTRACT AGREEMENT INCLUDED IN PROJECT MANUAL

A. Contract Agreement

PART 2 - PRODUCTS

2.1 (SECTION NOT USED)

PART 3 - EXECUTION

3.1 (SECTION NOT USED)

END OF SECTION 00 52 00

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between _____ hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of PHELPS CONTROL CENTER NEW WAREHOUSE, 700 East Birscheld Street, Grand Island, Nebraska 68801; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) _____ Dollars

\$ _____
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.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of PHELPS CONTROL CENTER NEW WAREHOUSE, 700 East Birscheld Street, Grand Island, Nebraska 68801.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall complete the work on or before _____. It is understood and agreed that time is the essence of the contract.

CONTRACT AGREEMENT (Continued)

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

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

Contractor _____

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____

Date _____

Mayor

Attest: _____

City Clerk

The contract, insurance, and any required bonds are in due form according to law and are hereby approved.

Date _____

Attorney for the City

SHOP DRAWING REVIEW

Forwarded to:
 Webb & Company Architects
 387 North Walnut Street
 Grand Island, NE 68801-4513

Date: _____

Transmittal No.: _____ 1ST Submittal _____ Resubmittal _____

Project: Phelps Control Center, New Warehouse Location: 700 East Bisheld Street, Grand Island, NE

Specification Section Number _____

Copies	Description of Equipment	Manufacturer	Drawing or Data Number	Action Taken

 Contractor Name & Address

 (This Space for Architect - Engineer)

The above drawings are returned with action as designated above in accordance with the following legend.

- A - Reviewed, No Exceptions Taken**
- B - Reviewed, Exceptions Taken As Noted**
- C - Revise and Resubmit**
- D - Rejected, Resubmission is Required**

Corrections or comments made on the shop drawings during this review do not relieve the contractor from compliance with contract documents. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for conforming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

Webb & Company Architects

Reviewed By: _____ Date: _____

SUPPLEMENTAL AGREEMENT - OFF-SITE STORAGE

RE: _____ DATE: _____

It is understood and agreed by the undersigned that a portion of the payment made for Application and Certificate for Payment Number _____, issued in favor of _____, General Contractor for work on the above referenced project represents payment for materials and equipment produced and to be furnished and installed under the terms of the contract and which are to be stored off the building site by contractor or subcontractor until used in such construction work, such payment being made in advance of, rather than following, delivery of such materials to the building site as required by said construction contract, and under the following conditions:

1. Materials and Equipment being paid for hereunder are plainly marked as "Property of CITY OF GRAND ISLAND - PHELPS CONTROL CENTER" Owner.

2. Materials and Equipment are separately located and stored at

(name and address of warehouse)

Materials and Equipment are segregated in said place of storage and clearly marked "The materials in this space, property of _____".

3. Materials and Equipment shall be kept free from and liens or encumbrances or contractor or subcontractor and is insured for full replacement value against loss to the Owner by theft, fire, or other casualty at the expense of the contractor or subcontractor. Proof of insurance is attached.

4. Material and Equipment shall be removed to the building site as needed in the construction work without expense to the Owner.

5. Material and Equipment paid for and stored as herein provided are as follows:
(Show itemized description of material and value)

OWNER

CONTRACTOR

BY: _____
Authorized Signature

BY: _____
Authorized Signature

SUBCONTRACTOR

BY: _____
Authorized Signature

SECTION 00 71 00 - CONTRACTING DEFINITIONS

PART 1 - GENERAL

1.1 CONTRACTING DEFINITIONS FORM INCLUDED IN PROJECT MANUAL

- A. GENERAL SPECIFICATIONS AND BID SHEET FOR Phelps Control Center New Warehouse, 700 East Birscheld Street, Grand Island, Nebraska 68801, CITY OF GRAND ISLAND, NEBRASKA.

PART 2 - PRODUCTS

2.1 (SECTION NOT USED)

PART 3 - EXECUTION

3.1 (SECTION NOT USED)

END OF SECTION 00 71 00