

Working Together for a Better Tomorrow. Today.

#### **BID SPECIFICATION PACKAGE**

for

## COAL BUNKER UNLOADING PLATFORM CONCRETE COATING

C131590

#### **Bid Opening Date/Time**

Tuesday, August 23, 2022 at 2:00p.m. City of Grand Island, City Hall 100 East 1<sup>st</sup> Street, P.O. Box 1968 Grand Island, NE 68802-1968

#### **Contact Information**

Tylor Robinson
City of Grand Island – Utilities Department
Platte Generating Station
Email: <a href="mailto:trobinson@giud.com">trobinson@giud.com</a>
Phone: 308-385-5496

Date issued: August 2, 2022

# ADVERTISEMENT TO BIDDERS FOR COAL BUNKER UNLOADING PLATFORM CONCRETE COATING FOR CITY OF GRAND ISLAND, NEBRASKA

Sealed bids for Coal Bunker Unloading Platform Concrete Coating will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until **Tuesday, August 23**, **2022 at 2:00 p.m. local time**, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall City Clerk's Office located on 1st floor of City Hall. **Submit an original and three copies** if **submitting by mail**. Bid package and any Addendas are also available online at <a href="www.grand-island.com">www.grand-island.com</a> under Business-Bids and Request for Proposals-Bid Calendar under the bid opening date. Bidding documents, plans and specifications for use in preparing bids may be downloaded from the QuestCDN website <a href="www.QuestCDN.com">www.QuestCDN.com</a> for a \$30.00 fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. **Bids received after the specified time will not be considered**.

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

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City of Grand Island Treasurer in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered. Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his/her bid for a period of thirty (30) days after date of bid opening.

RaNae Edwards, City Clerk

Advertised

### COAL BUNKER UNLOADING PLATFORM CONCRETE COATING BID DATA FORM

CITY OF GRAND ISLAND GRAND ISLAND, NE

THE undersigned Bidder, having examined the plans, specifications, general and special conditions, and other proposed contract documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the location, arrangement and specified materials and equipment for the proposed work, HEREBY proposes to wash, abrade, and repair the existing 25' by 150' concrete platform and apply a urethane cement flooring system to repair the existing concrete floor, FOB the City of Grand Island, freight prepaid, at the following price:

#### ITEM DESCRIPTION

	Price per Square Foot	Amount of Square Feet	Extended Cost Total
Surface Repair		1,050	
Surface Prep and Coating		3,565	
*Applicable Sales Tax			
Total Base Bid			

* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.			
Exceptions Noted - Bidder acknowledges those exceptions are fully explained on a s			
Bidder Company Name		Dai	te
Company Address	City	State	Zip
Print Name of Person Completing Bid		Si	gnature
Email:	Te	lephone No	

Note: If Bidder supplies individual unit pricing information as supplemental pricing to the base material and labor cost above, said individual pricing is proprietary information and should not be released under a public records request. The total base bid is not considered proprietary information and will be released pursuant to City Procurement Code.

The City reserves the right to reject any bid section(s) submitted by the successful bidder. In submitting the bid, it is understood that the right is reserved by the City to reject any and all bids; to waive irregularities therein and to accept whichever bid that may be in the best interest of the City. It is understood that this bid may not be withdrawn by the bidder until after thirty (30) days from bid opening.

In submitting the bid, the bidder acknowledges the bid guarantee will be forfeited to and become the property of the City of Grand Island, Nebraska, as liquidated damages should this bid be accepted and a contract be awarded to them and they fail to enter into a contract in the form prescribed and to furnish the required bonds within fifteen (15) days, but otherwise the aforesaid bid guarantee will be returned upon signing the Contract and delivering the approved bonds.

Insurance: Bidder acknowledges that their bid includes compliance with the attached insurance requirements.

The Bidder agrees to furnish the required performance and payment bond and to enter into a contract within fifteen (15) days after acceptance of this Bid, and further agrees to complete all work covered by the foregoing bid in accordance with specified requirements. No work shall commence until the Certificate of Insurance and bonds (when required) are approved by the City and the Contract is executed. The proposed work can commence after the Contract is signed and the required bond is approved.

proposed work can commence after the Contract is signed and the required bond is approved.			
By checking this box, Bidder acknow 18, 2022.	edges the specified completion date of the project is <b>November</b>		
By checking this box, Bidder acknown considered in Bid preparation.	wledges that Addenda Number(s) were received and		
Tax Declaration			
According to Nebraska Sales and Use Ta you have selected to file with the Nebras	x Requirements, Section 1-017, Contractors, check which option ka Department of Revenue:		
for the construction, repair, generation, transmission, or o	nd use tax exemption on contractor labor charges or annexation of any structure used for the distribution of electricity. Separately stated upt, all materials are taxable according to the		
Option 1 (Section 1-017.05) Option	on 2 (Section 1-017.06) Option 3 (Section 1-017.07)		
If the Nebraska sales and use tax electi retailer under Option 1 for sales and use	on is not filed or noted above, the contractor will be treated as a tax purposes.		
Material	\$		
Labor	\$		
Applicable Sales tax*	\$		
Total Base Bid	\$		
	*End of Bid Data Form*		

#### **CHECKLIST FOR BID SUBMISSION**

#### **FOR**

#### COAL BUNKER UNLAODING PLATFORM CONCRETE COATING

Bids must be received by the City Clerk before 2:00 p.m. on Tuesday, August 23<sup>rd</sup>, 2022.

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

Submittal of bid documents:		
	Option 1 – Mailing: A signed original and three (3) copies of the bidding documents. Failure to submit the correct number of copies may result in your bid not being considered.  □ Note: Your certified check, cashiers check or bid bond should be clearly marked in a separate envelope attached to the signed original bid.	
	<b>Option 2 – QuestCDN (online)</b> : Purchase the bid specification through QuestCDN at their \$30.00 fee. Upload the signed original of the Bid Data Form, along with any supporting material required to meet the bid specification through QuestCDN. Upload your bid bond online through QuestCDN. Bidders using Certified check or Cashiers' Check must mail said check and must be received by the office of the City Clerk no later than the scheduled bid opening date and time and clearly marked with the project name.	
	ders must complete and sign the Bid Data Form provided in these Documents. All blank spaces at be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data m.	
Selection of Nebraska Sales Tax Option. If the Nebraska sales and use tax election is not filed or noted above, the Contractor will be treated as a retailed under Option 1 for sales and use tax purposes.		
A reference list of at least three (3) projects of similar scope and complexity. Qualifications of all subcontractors proposed for this project.		
A s	ummary of the experience of the Superintendent proposed for this project.	
Firm lump sum pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.		
requ	shall include as a separate T&M rate attachment, firm unit pricing per square foot that may be uired for new work scope additions or additional services than what is required in this cification.	
A d	etailed schedule reflecting key activities to demonstrate completing work in allotted period.	
Exc	eptions to the specification or Owner's Contract Document.	
Site	e Visit is required prior to bidding.	
A co	opy of your OSHA compliant Confined Space Procedure and Respiratory Protection Procedure.	
Ack	nowledgment of Addenda Number(s)	

Please check off each item as completed to ensure compliance. If you have any questions, please feel free to contact our office prior to the bid opening date/time.

#### **INSTRUCTIONS TO BIDDERS**

#### GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

#### 2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Bid Data Form.

#### PREPARATION OF BIDS.

Bidders shall use only the Bid Data Form provided in these Documents. All blank spaces in the Bid Data Form must be filled in, preferably in BLACK ink, in both words and figures where required. No changes to the wording or content of the forms is permitted. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Prices stated shall be f.o.b. with freight and full insurance paid by Bidder, to the job site located in Grand Island, Nebraska.

The Bidder shall acknowledge receipt of all Addenda in the Bid Data Form. Bids received without acknowledgement or without the Addendum enclosed will be considered informal.

Individual unit pricing as listed on the Bid Data Form or supplied as supplemental information may be deemed proprietary information and not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.

#### 4. SUBMISSION OF BIDS.

All Bids must be submitted intact with the correct number of copies no later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Bids must be made on the Bid Data Form provided herein. Each Bid mailed must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

#### 5. BID SECURITY.

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank which is insured by the Federal Deposit Insurance Corporation, or a bid bond issued by a Surety authorized to issue such bonds in the state where the Work is located, in the amount of 5 percent of the bid amount payable to OWNER. This bid security shall be given as a guarantee that the Bidder will not withdraw their Bid for a period of thirty (30) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract within the time specified.

The Attorney-in-Fact that executes this bond on behalf of the Surety must attach a notarized copy of his/her power of attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond. Where State Statue requires, certification by a resident agent shall also be provided.

#### 6. RETURN OF BID SECURITY.

Within fifteen (15) days after the award of the Contract, the OWNER will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. All other retained bid

securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and guarantees which have been fortified, will be returned to the respective Bidders whose Bids they accompanied.

#### 7. BASIS OF AWARD.

The award will be made by the OWNER on the basis of the Bid from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER. All Bids will be considered on the following basis:

Delivery time Conformance with the terms of the Bid

Bid price Documents

Cost of installation

Suitability to project requirements Responsibility and qualification of Bidder

The OWNER reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Bids.

#### 8. EXECUTION OF CONTRACT.

The successful Bidder shall, within fifteen (15) days after receiving notice of award, sign and deliver to the OWNER the Contract hereto attached together as required in these Bid Documents. Within fifteen (15) days after receiving the signed Contract from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

#### 9. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the Work is stated in the Bid Data Form.

#### 10. GRATUITIES AND KICKBACKS.

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. 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.

#### 11. FISCAL YEAR.

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

#### **CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between [SUCCESSFUL BIDDER], 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 COAL BUNKER UNLOADING PLATFORM CONCRETE COATING; 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 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/herself, or themselves, and its, his/her, or their successors, as follows:

<u>ARTICLE I</u>. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

- 1. This Contract Agreement.
- 2. City of Grand Island's Specification for this project.
- 3. [NAME OF SUCCESSFUL BIDDER] bid signed and dated [date of bid submittal].

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. 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 III. 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) of **[DOLLAR AMOUNT]** (\$00.00) for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base	

Surface Repair	\$ .00
Surface Prep and Coating	\$ .00
Applicable Sales Tax	\$ .00
Total	\$ .00

Contractor Tax Option \_\_\_\_\_

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. 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 the COAL BUNKER UNLOADING PLATFORM CONCRETE COATING.

<u>ARTICLE V</u>. 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 deliver the equipment, tools, supplies, and materials F.O.B. Platte Generating Station, and complete the work on or before *November 18*, *2022*.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this Contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this Contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request

for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. 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.

[SUCCESSFUL BIDDER]	
Ву	Date
Title	
CITY OF GRAND ISLAND, NEBRASKA	
By Mayor	Date
Attest:City Clerk	
The Contract is in due form according to law and	hereby approved.  Date
Attorney for the City	



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#### REQUEST FOR BIDS - GENERAL SPECIFICATIONS

The Bid shall be in accordance with the following and with all attached BID DATA and DETAILED SPECIFICATIONS.

All prices are to be furnished and installed FOB, Grand Island, Nebraska. All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska. \* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Mailed bids shall include the following on the **outside** of the mailing envelope: "Coal Bunker Unloading Platform Concrete Coating". All bids submitted by mail must include <u>an original and three copies</u> of the bid. The bid specification and on-line bidding forms are also available at <a href="http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar">http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar</a> under the bid opening date and "Click here for bid document link" through QuestCDN for a \$30.00 fee. If submitting through QuestCDN, <u>one</u> original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than Tuesday, August 23, 2022 at 2:00 p.m. local time to:

Mailing Address: City Clerk Street Address: City Clerk

City Hall City Hall

P. O. Box 1968 100 E. First Street

Grand Island, NE 68802-1968 Grand Island, NE 68801

Bids will be opened at this time in the City Hall City Clerk's Office located on 1st floor of City Hall. Any bid received after the specified date will not be considered.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

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

The equipment and materials must be new, the latest make or model, unless otherwise specified. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment or material which does not meet the City's requirements will be returned at vendor's expense for correction. The invoice will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

Each bidder shall submit with the bid a certified check, a cashier's check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the Bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered. Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Successful bidder shall comply with the City's insurance requirements; All bids shall be valid for at least thirty (30) working days after the bid deadline for evaluation purposes.

All bids must be on the bid form and must be signed and dated to be accepted. If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Tylor Robinson at 308-385-5495 or email <a href="mailto:trobinson@giud.com">trobinson@giud.com</a> for questions concerning this specification.

# COAL BUNKER UNLOADING PLATFORM CONCRETE COATING Platte Generating Station

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# COAL BUNKER UNLOADING PLATFORM CONCRETE COATING Platte Generating Station

#### **Grand Island Utilities Department-Detailed Specification**

#### 1.0 PROJECT DECRIPTION

The Grand Island Utilities Department is requesting bids to prep, repair, and coat the existing concrete coal unloading platform at Platte Generating Station.

#### 1.1 BACKGROUND

The Unit 1 steam generator at Platte Generating Station is a tangential fired, natural circulation, superheat/reheat, pulverized coal-fired boiler manufactured by ABB-CE (CE Contract No. 13477). The steam generator produces 765,000 lbs./hr. (MCR) of steam at 1000 F and 1800 psi which is delivered to a 100,000 kW steam turbine. The unit uses Powder River Basin Coal from various mines in the basin.

Coal is stored in four elevated silos built integral to the building superstructure. Each coal silo can store 650 tons of coal. A 25' by 150' staging area serves as an unloading platform. In the case of a unit trip, the coal silos are unloaded into trucks and the unburned coal is piled on the south side of the plant site.

#### 1.2 LOCATION

The Platte Generating Station is located at 1035 W. Wildwood Drive, two (2) miles south of Grand Island, Nebraska. The plant entrance is located two (2) miles south of U.S. Highway 34 and 1 ½ miles east of U.S. Highway 281.

#### 1.3 CONTACT

Question regarding this specification may be directed to:

Tylor Robinson
Platte Generating Station
1035 W. Wildwood Dr.
Grand Island, NE 68801
Ph. (308) 385-5495
trobinson@giud.com

#### **2.0 SCOPE**

The Contractor shall furnish services and materials described herein to wash, abrade, and repair the existing 25' by 150' concrete platform. The Contractor shall apply a urethane cement flooring system to repair the existing concrete floor and prevent further damage. The contactor shall broadcast aggregate to rejection in the final coat to ensure a non-slip finish. The Contractor shall provide all material, freight, equipment, lifting equipment, crane, scaffold, labor, personnel protective equipment, tools, consumables,

waste disposal, and supervision to fully perform the specified work without the assistance of City personnel.

#### 2.1 APPLICABLE SPECIFICATIONS

All work shall be done in accordance with this detailed specification, and manufacturer's requirements. Any deviations from these specifications shall be detailed in the Contractor's proposal. Should the Contractor propose an alternate system to the system specified herein, the Contractor shall comply with the intent of these detailed specifications to the extent that they apply to the alternate system.

#### 2.2 MINIMUM SPECIFICATIONS

These specifications are intended to detail the requirements for the performance of the work. Should instructions contained in these specifications, bid documents, or the coating schedule be in variance with the coating manufacturer's instructions, surfaces shall be prepared, and coatings applied to conform to the higher standard. All materials, supplies and labor not specifically called for herein, yet which are required to perform the specified work in accordance with the manufacturer's instructions, applicable codes and standards, and standard industry practice shall be provided by the Contractor at no additional cost to the Owner.

#### 2.3 CLARIFICATIONS

The Contractor shall be responsible for requesting prompt clarification when instructions are lacking, conflicts occur in the Specification and or manufacturer's literature, or the procedure specified is not clearly understood. The Contractor shall be responsible for consulting with the coating manufacturer on all matters effecting the proper preparation and application of the coating system. In the event the Contractor fails to resolve these conflicts, the Contractor shall be responsible for handling the discrepancies in a manner as prescribed by the Owner.

#### 2.4 MATERIALS AND WORKMANSHIP

All materials shall be new materials of high quality.

The Contractor shall at all times keep the premises free from unnecessary debris, dirt, condemned materials, blocking, scaffold, etc. as soon as possible after accumulation and after it has served its useful purpose. After the job is complete all floors, equipment, etc. shall be given a thorough cleaning prior to leaving the jobsite.

#### 2.5 ACCEPTANCE OF WORK

The Contractor shall correct any Work that fails to conform to the requirements of the specification herein where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Final Settlement of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor and are in addition to any other remedies or warranties provided by law.

No act of the Owner or the Owner's Representative, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance

shall be evidenced only by the final certificate of the Owner. Before any final certificate shall issue, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this Contract, and that all claims for materials provided or labor performed have been paid or set aside in full.

#### 2.6 EQUIPMENT

All equipment for application of polymer coatings and linings shall be furnished by the Contractor and shall comply with all manufacturer recommendations and appropriate product data sheets.

#### 2.6.1 BRUSHES & ROLLERS

Brushes and rollers used in the application of coating shall be of the non-shedding, phenolic core type.

#### 2.7 ENVIRONMENTAL

No blasting, priming, or any other application processes shall be attempted without written waiver from the coating/lining manufacturer if environmental conditions do not correspond with manufacturer recommendations:

- Air and Surface Temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with manufacturer's instructions.
- Relative humidity of the work area is greater than 90 percent
- Surface temperature of the application is less than 5°F above the dew point of the air in the work area
- Do not prepare surfaces and apply coatings in rain, snow, fog, or mist.
- Do not spray coatings if wind velocity is above manufacturers limit.

#### 2.7.1 VENTILATION

The Contractor must provide adequate ventilation throughout the duration of the work with sufficient rate of fresh air to create a safe work environment and to maintain exposure below TLV(s) and to dilute the rate of solvent emissions. The ventilation equipment shall be able to create enough air exchanges per hour to maintain vapor concentrations below 10% of the LEL in confined or enclosed areas. Ventilation shall be maintained until the coatings are fully cured to insure no potential for fire, explosion, or health hazards.

#### 2.7.2 FOREIGN MATERIALS

Work shall be scheduled to avoid excessive dust and airborne contaminants. Precautions shall be taken to protect work from excessive dust and airborne contaminants during application and curing.

#### 2.7.3 ENVIRONMENTAL CONTROLS

If necessary, to complete the work in the time frame designated dehumidification and heating shall be used to control ambient conditions. The dehumidification and heating equipment shall be run continuously for 24 hours prior to the start of abrasive blasting, throughout abrasive blasting and coating applications, and for 4 to 24 hours after final coat application and all repairs are complete. Relative humidity of the processed air shall not exceed 45% at 80°F dry bulb temperature as measured by a sling psychrometer or calibrated digital gauge. Temperatures of the surfaces to be blast cleaned or coated/lined shall be maintained at a minimum of 5°F above the dew point. During the application of polymer coatings and linings, surface temperatures and relative humidity shall be maintained in accordance with the manufacturer's recommendations.

The space to be controlled shall be sealed off as well as possible allowing air to escape away from the point where the dehumidified air is being introduced. A slight positive pressure shall be maintained in the space unless the dust from the blasting operation is hazardous.

If necessary, a filtration system must be installed to filter the escaping air. The design of the filtration system must compliment the air conditioning system in order to balance the air volumes. Do not recirculate the air from the filtration equipment back through the conditioning equipment.

#### 2.7.4 LIGHTING

The Contractor shall provide adequate explosion proof lighting for the performance of the specified work. And for inspections by the Contractor, Owner's representatives, and Manufacturer's representatives. The minimum acceptable level of lighting during all phases shall be a minimum of 20 foot-candles in accordance with SPPC Guide 12, with a recommended level of 50 foot-candles.

#### 2.8 MATERIAL COMPOSITION

The use of TNEMEC brand name products and all references throughout the specification that are based on the utilization of the TNEMEC system are for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

The bidder may propose alternative manufacturers, products and coating systems that meet or exceed the specified performance. Such alternatives shall be designed by the manufacturer for the conditions defined in the specification. The Contractor shall submit with his bid proposal any alternate systems to the specified TNEMEC material listed in this document. This shall include product data sheets, SDS, and a letter from the manufacturer stating materials meet or exceed those listed in this document and are appropriate for the application intended.

#### 2.8.1 MANUFACTURER

As Specified: TENEMEC Company 6800 Corporate Dr, Kansas City, NO 64120 www.tnemec.com (816) 483-3400

#### 2.8.2 SYSTEM COMPONENTS

System Type: Polyurethane Modified Concrete

Surfacer/Filler/Patcher: Ultra-Tread M Series 244 Low odor, mortar applied topping

Intermediate: Ultra-Tread S Series 245 Low odor, Slurry applied, flowable mortar topping

Topcoat: Glaze Series 246 Pigmented, high-build, low odor polyurethane coating

\*Coat Colors selected by City from manufacturer's standard colors (Gray).

#### 2.9 MATERIAL HANDLING

The Contractor shall be responsible for the receipt, unloading, handling, and storage of all deliveries and shall therefore be on site with adequate personnel, equipment, and facilities to properly handle all materials according to manufacturer's recommendations. All materials shall be received directly from the manufacturer in new, unopened containers. All materials shall have a shelf life outdating the completion of the project. Packaging labels shall clearly identify:

- Material Name
- Manufacturer
- Color Name and Number
- Batch of Lot Number
- Date of Manufacture and Date of Expiration
- Mixing and Thinning Instructions

#### **2.9.1 STORAGE**

All materials shall be stored in a temperature controlled, clean, and dry area, protected from excessive heat and/or cold. The Contractor shall be solely responsible for the provisions of suitable storage and the protection and safety of the materials stored at the job site. The temperature of the materials shall be maintained as recommended by the manufacturer. Storage of materials shall meet the following requirements:

- Keep all containers of coating/lin9ings materials unopened until required for use.
- Store all coatings/linings materials, thinners, and solvents in accordance with OSHA regulations and manufacturer requirements. As necessary the Contractor shall provide adequate heated storage for all products
- Provide the size and number of fire extinguishers in proper portion to the quantity of coating/linings materials stored
- Do not Permit smoking in paint storage, mixing, and application areas.
- Do not open or mix coating/lining materials in the storage area
- Do not return mixed coating/lining materials to the storage area
- Bulk containers for solvents and thinners must be equipped with spring-loaded, selfclosing, dispensing nozzles and UL approved drum bug vents. Use UL approved containers for transporting coating/lining materials to mixing areas.
- Use explosion-proof lighting fixtures.
- Do not permit the accumulation of empty coating/lining material containers, combustibles, and other debris.
- Maintain SDS for all materials
- Protect materials during handling and application to prevent damage, contamination, and/or spills.

#### 2.9.2 MANUFACTURER REQUIREMENTS

Storage conditions shall comply with all OSHA and manufacturer's requirements.

#### 2.9.3 DISPOSAL

The Contractor shall be responsible for the proper disposal of all unused materials, packaging, and sundries.

#### 2.10 SURFACE REPAIR

The Contractor shall repair approximately 1,050 square feet of existing surface. Surface repair shall include, but not be limited to chipping out existing failures and grinding areas to surrounding plane. Any exposed steel reinforcement exposed during the repair shall be prepared or replaced to ensure a secure boding surface for patch material.

#### 2.11 SURFACE PREPARATION

Surface preparation shall be in accordance with manufacturer's guidelines.

Prepare surfaces by method suitable for exposure and service.

All surfaces must be clean, dry, and free of oil, grease, and other contaminants. Existing coatings require thorough scarification using a power sander with 100 grit sandpaper and compatibility testing.

Prepare concrete surfaces in accordance with **NACE No. 6/SSPC-SP13** Joint Surface Preparation Standards and ICRI Technical Guidelines. Abrasive blast, shot-blast, water jet or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers, and other contaminants and to provide a minimum **ICRI\_CSP 5** or greater surface profile. Large cracks, voids, and other surface imperfections should be filled with a manufacturer recommended filler or surfacer.

#### 2.12 MATERIAL APPLICATION

All manufacturers' mixing application and finishing instructions must be strictly followed through all phases of the application. Generic thinners can be used only to clean equipment. Temperature and humidity limitations must be followed as outlined in the manufacturer's literature. Failure to comply with these general requirements will be cause for rejection of work.

The Contractor shall exercise care during the application of materials to ensure proper function of plant equipment shall not be affected.

The Contractor shall apply a polyurethane modified concrete floor system as described herein. The product shall be applied to a nominal thickness of 3/8". The coating shall be broadcast to rejection with aggregate to provide a non-slip finish. The coating shall be grey in color. The final coat shall include 100' of 6" red warning stripe.

#### 2.12.1 GENERAL INSTRUCTIONS

Mix and thin coatings, in accordance with manufacturer's instructions. When applicable, mechanical mixers capable of thoroughly mixing the base and hardener together shall be used to mix the materials prior to use as per manufacturer's instructions.

Thoroughly scrape the bottom and sides of each container to incorporate all materials to avoid hot spots of un-reacted materials. If partial kit splitting is necessary, only use a calibrated scale and mix ratio by weight.

Keep containers closed when not in use to avoid contamination

Do not use materials beyond pot life limits or manufacturer's expiration dates.

Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.

Uniformly apply coatings at spreading rate required to achieve specified DFT.

Apply coatings to be free of film characteristics or defects that would adversely affect performance or appearance of coating system.

Apply the materials to assure thorough wetting of the substrate and to achieve a smooth, streamline surface free from dry spray, overspray, and orange peel. Shadow-through, pinholes, bubbles, skips, misses, lap marks between applications, variations in color or texture, or other visible discontinuities in any coat are unacceptable. Runs or sags may be brushed out while the material remains wet. Thoroughly coat all surfaces with special attention to hard-to-reach areas and irregular surfaces ad edges, corners, welds, and bolts.

Where multiple coats are required, apply each additional coat only after the previous coat has been allowed to dry as required by the manufacturer's written instructions, but as soon as possible to minimize the length of exposure to dust and contaminants.

Apply all coats in such a manner to assure that they are well adherent to each other and to the substrate. If application of any coat causes lifting of an underlaying coat, or there is poor adhesion between coats or to the substrate, remove the coating in the affected area to adjacent sound, adherent coatings and reapply the material.

The Contractor shall be responsible for avoiding damage and inter-coat contamination. If the surfaces are damaged or contaminated (including amine blush), they shall be cleaned and recoated at the Contractor's expense. Recoat time shall be as specified by the manufacturer's data sheet.

Use of spark-producing tools shall be prohibited where explosive fume concentrations may occur. The Contractor shall provide a sufficient number of suitable type portable fire extinguishers to permit placing at least one extinguisher at each location where the use of flammable products is in progress.

No smoking shall be permitted in areas where volatile materials are in use or stored. Contractor is responsible for policing work.

Cloths, cotton, and waste material, which might constitute a fire hazard, shall be placed in closed metal containers, and removed from the work area at the end of each day's work.

#### 2.12.2 FUGITIVE EMMISSIONS

The Contractor shall take measures to prevent all fugitive emissions from all surface preparation and coating application activities.

The Contractor shall be responsible for masking and otherwise protecting all name plates, switch plates, date tags, gauge dials, etc., to avoid coating over them.

The Contractor shall be responsible for adequately protecting all machinery and plant property from damage due to material overspray. Over spray damage is to be the

responsibility of the Contractor. Signs are to be posted indicating spraying is in progress. Designated parking is to be enforced.

#### 2.12.3 COATING COMPONENTS AND APPLICATION

**SURFACER/FILLER/PATCHER:** Surfaces shall be repaired using a trowel able mortar, Series 244 Ultra-Tread M.

**INTERMEDIATE COAT:** Slurry applied flowable mortar, Series 245. Installed to a nominal thickness of ¼". System shall be broadcast to refusal with aggregate.

**TOPCOAT:** Pigmented, high, build, polyurethane coating, Series 246. Applied to a nominal thickness 10.0-14.0 mils DFT.

Holiday Test and repair all areas prior to applying topcoat.

#### 2.13 QUALITY CONTROL

The Contractor's Superintendent shall continuously monitor and inspect the progress and quality of the work. The Superintendent shall maintain daily logs to include ambient environment conditions, recording temperature, humidity, dewpoint, and surface temperature. Environmental quality logs shall be recorded 3 times per shift throughout the duration of the project.

The quality control records shall also include all surface preparation information. Inspection and documentation of the surface preparation shall also be documented prior to the application of any coating materials. Quality assurance records shall be maintained after the coating has cured and can be inspected.

The Contractor shall document the preparation of the coating materials. Including mixing quantities, ratios, and batch numbers. The documentation shall be dated and numbered to correspond with the application areas.

Any areas of deficiencies in surface preparation that require repair shall be documented. Documents shall include photographs, charting, and quantifying the number and size of the areas.

The results of any visual inspections, dry film thickness tests, and holiday detection shall be documented in the quality control records. Any deficiencies discovered in the inspection process shall be documented photographically and charted on a drawing of the tanks surface. The number of deficiencies and size of the deficiencies shall be quantified by type.

The quality control documentation shall include thorough charting and photographic documentation of the areas and procedure of any repairs required to correct deficiencies in the initial coating processes. The Contractor shall document each area of repair and describe in detail the procedure the Manufacturer recommends using to repair the coating deficiency.

#### 2.14 INSPECTION

The Contractor shall provide full access to the storage, staging, and work areas for the Owner's representatives, inspectors, and the coating Manufacturer's representatives. The inspections shall be allowed to verify all aspects of preparation, application and curing processes. Inspections may include, but shall not be limited to:

- Verify coatings and other materials.
- Verify surface preparations and application are as specified.

- Verify that DFT of each coat and total DFT of each coating system is as specified using wet film and dry film gauges. Dry Film Thickness (DFT), thickness of a coat of paint in fully cured state measured in mils (1/1000 inch).
- Check coatings for film characteristics or defects that would adversely affect performance or appearance of coating systems.

#### 2.14.1 INSPECTION STANDARDS

Dry film thickness tests shall be conducted using a calibrated dry film thickness gauge in the presence of the Owner's Representative. The Contractor shall conduct the calibration test prior to checking dry film thickness. The calibration test shall be documented in the quality control documents. Dry film readings shall be taken in a 6' grid pattern throughout the entire Lime Slurry Tank. Each reading shall be written with grease free chalk or ink marker on the surface of the substrate at the location it was taken and recorded in the quality control documents.

The Contractor shall conduct a Holiday detection procedure in accordance with ASTM D5162-01/Method 2. Holiday testing shall be performed in the presence of the Owner's representative. The Contractor shall Holiday test every 1 ft<sup>2</sup> of the coated surface using a variable voltage spark tester at a target voltage of 100 volts/mil, but not less than 80 volts/mil. The intensity of the spark tester shall not exceed 100 volts/mil.

#### 2.15 REPAIR DEFICIENCIES

All areas of inadequate or deficient material application shall be repaired by the Contractor prior to project completion. The Contractor shall consult with the Manufacturer's representative for a proper procedure to correct any deficiencies. Proper surface preparations shall be made to ensure a seamless, tapered transition into intact coating. Roughen the existing surfaces to assure proper adhesion of the repair coats.

#### 2.16 WARRANTY

Contractor agrees to guarantee all work under this Contract for a period of one (1) year from the date of Final Settlement by the Owner. If any unsatisfactory condition or damage develops within the time of this guarantee due to materials or workmanship that are defective, inferior, or not in accordance with the Contract, as reasonably determined by the Owner, then the Contractor shall, when notified by the Owner, immediately place such guaranteed Work in a condition satisfactory to the Owner.

#### 3.0 QUALIFICATIONS

The Contractor shall be a firm specializing in the provision of services as outlined within this scope for large-scale utility precipitators and boilers used in the electric power industry. The Contractor shall substantiate its experience through the submittal of three (3) similar projects' **reference list with the bid**. The Contractor will be expected to perform the work without the assistance of Platte Generating Station personnel or tools and comply with plant safety regulations and equipment lockout/tag out procedures.

#### 3.1 MANUFACTURER

The Manufacturer shall specialize in the manufacture of industrial coatings with a minimum of ten (10) years successful experience. The Manufacturer shall be able to demonstrate successful performance on comparable projects. The Manufacturer shall be able to provide single source

responsibility. All coating materials and coating application accessories shall be products of a single manufacturer.

#### 3.1.1 MANUFACTURER'S REPRESENTATIVE

The Manufacturer's representative shall have knowledge and training in the products being supplied by the manufacturer. The Manufacturer's representative shall have obtained a minimum NACE CIP Level 2 certification.

#### 3.2 CONTRACTOR

The Contractor shall be a firm experienced in the application of specified coatings for a minimum of five (5) years. The Contractor shall have experience on three projects of similar size, scope, application, and complexity to this project.

#### 3.2.1 CONTRACTOR PERSONNEL

The Contractor shall employ and utilize experienced persons trained for the application of the specified materials.

#### 3.2.2 SUBCONTRACTOR

All subcontractors utilized in the performance of any portion of the work specified shall be experienced and well qualified for the portion of the work they are performing. All subcontractors shall be identified in the submittal of the bid. Qualifications of all subcontractors shall be submitted **with the bid** and all subcontractors shall be subject to approval by the Owner and shall not be changed without the approval of the Owner.

#### 3.3 SUPERINTENDANT

The Contractor shall provide well qualified supervisor(s) and a Job Superintendent who will fully direct all field operations for the duration of the project, serve as liaison to the Owner's designated representatives, be fully authorized to make any and all decisions affecting the work in the field and coordinate activities between the Contractor and its subcontractors, if any. A summary of the experience of the Superintendent proposed for this project shall be provided with the bid.

#### 4.0 BIDDING

The Contractor shall submit a price for all repairs described within this specification. Bids shall include, but not be limited to all expenses, equipment, labor, mobilization and demobilization, freight, and subcontractors.

Bids will be evaluated by the Owner based on price, schedule, quality, economy of operation, experience of contractor, and adherence to specification. The primary evaluation factor will be the lump sum price. The owner reserves the right to reject any or all bids or waive informalities and to accept whichever bid that may be in the best interest of owner, at its sole discretion. **Bids must be received by 2:00 P.M. Tuesday, August 23, 2022.** 

Bidder is solely responsible for obtaining any clarifications to this specification as may be required for the Bidder to submit an accurate and complete bid proposal.

#### 4.1 EXISTING SURFACE REPAIR

The Contractor shall provide a unit price per square foot to repair approximately 1,050 square feet of the existing platform as described herein.

#### 4.2 SURFACE COATING

The Contractor shall provide a unit price per square foot to prep surface and apply a urethane cement coating approximately 25' by 150' for a total of 3,565 square feet as described in this specification. Preparation of the surface and coating application shall be done by a qualified contractor approved by the material manufacturer. All surface preparation and application shall comply with this detailed specification and manufacturer product data sheets.

BID DATA FORM			
	Price per Square Foot	Amount of Square Feet	Total
Surface Repair		1,050	
Surface Prep and Coating		3,565	

#### 4.3 SITE VISIT

A site visit prior to proposal submittal is **REQUIRED**. All contractors will be required to visit the plant site to ensure familiarity with the project requirements. Site visits may be arranged via the contact information listed herein. A site visit form shall accompany the bid documents.

#### 4.4 SCHEDULE

The Contractor shall provide with the proposal a detailed schedule reflecting all key activities with sufficient information to demonstrate the means of completing the work in the allotted period.

#### 4.4.1 COORDINATION

The Contractor shall be responsible for coordination of this work with all crafts, subcontractors, manufacturer's representatives, and Owner's representative.

#### 4.4.2 TIME OF COMPLETION

The Contractors schedule shall be coordinated to insure completion in a timely manner. This project shall be completed before November 18, 2022. Work cannot be done during the scheduled maintenance outage between September 22, 2022 through October 14, 2022.

#### 4.5 RATES

The Bid shall include, as a separate T&M rate attachment, firm unit pricing per square foot for all labor, equipment, fuel surcharges, welding, sundries, and expenses reflecting the charges to be used in billing T&M adjustments that may be required for new work scope additions, additional services other than what is required in this specification or reductions in the same. All travel time and per diems shall be included in the hourly labor rates. The City of Grand Island will not be responsible for travel expenses to and from plant site. The City of Grand Island will not be responsible for any associated overnight expenses.

#### 4.5.1 Time and Material Accounting

Contractor shall be required to maintain accurate job logs describing work performed by each crew throughout each day and daily time sheets detailing all work performed and expenses incurred in the same format as the bid detail submittal. Daily time sheets shall identify all individuals by name, craft and all hours worked on each portion of the work. Such job logs and time sheets shall accurately account for all man-hours with clear separation and identification of Time, equipment and Material as required accounting for the actual service hours and expenses. A sample timesheet shall be included in the bid to be approved by the owner's designated representative.

The timesheets/logs shall clearly detail the specific work that was accomplished during the shift. These sheets shall be presented to the owner's representative on a daily basis for review with the contractor's superintendent. Any presentation of timesheets/logs deferred more than 48 hrs. before being presented to the owner's representative shall be null and void. The Owners representative will sign these documents as a record of receipt and review. Any corrections that need to be made to such signed documents shall be implemented upon the discovery of the error and both parties shall initial the change made on the form. These records will then serve as record of the work performed and a basis for determining the final billing.

#### 4.6 TERMS AND CONDITIONS

Provide all other proposed terms and conditions which will be in effect during the performance of the work as a separate attachment with the bid. Any exceptions the bidder wishes to take regarding the Owners specifications and contract documents must be submitted with the bid.

#### 4.7 DEVIATIONS

The bid shall provide any explanation of any anticipated deviations from the detailed scope of work or schedules.

#### 4.8 CHANGE ORDERS

If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the Purchaser may issue the Contractor a written change order directing that such extra work be done or that such change be made, and the Contract shall be modified accordingly. No claim for extra costs shall be allowed in the absence of a written change order. The Contractor shall give prompt written notice of any matter which they believe to involve extra cost. In the absence of such notice by the Contractor on account thereof his right to such claim shall be deemed to have been waived. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract Price, based upon such written terms as may be established between the parties, either (a) by an acceptable lump sum proposal of the Contractor, or (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on a basis of the unit prices as stated in these specifications where such unit prices apply. In the event that none of the foregoing methods are agreed upon with the Contractor, the Purchaser may perform the work. The Purchaser shall be the sole judge of such action and procedure.

The Contractor shall submit a formal process for addressing work that may arise but is not described herein. All change orders shall be addressed with a detailed scope of work and approved before proceeding with scope of extra work.

Contractor shall be required to maintain accurate job logs describing work performed by each crew throughout each day and daily time sheets detailing all work performed and expenses incurred in the same format as the bid detail submittal. Daily time sheets shall identify all individuals by name, craft and all hours worked on each portion of the work. Such job logs and time sheets shall accurately account for all man-hours with clear separation and identification of Time, equipment and Material as required accounting for the actual service hours and expenses. A sample timesheet shall be included in the bid to be approved by the owner's designated representative.

#### 4.9 TERMS AND CONDITIONS

Provide any standard terms and conditions which will be in effect during this completion of this scope of work.

#### 4.10 EXCEPTIONS

The purpose of this specification is to give detail on conditions under which the new equipment will operate, scope of Contract, quality of equipment required, standards used in determining its acceptability and similar data. Each bidder shall carefully read all requirements herein set forth and shall offer equipment and services which fully comply with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the equipment offered does not meet these specifications. Such exceptions as are made shall be listed by section and subsection number and shall be marked in ink in the sections of these specifications. Exceptions shall be explained in detail in a letter accompanying the bid. References shall not be made to the bidder's Proposal foe exceptions and supplementary terms. Failure to outline such exceptions will require the successful bidder to comply with these specifications.

The City of Grand Island Utilities Department is NOT tax exempt and is subject to 7.5% sales tax. See the Nebraska Department of Revenue web site at www.revenue.state.ne.us for contractor's tax information.

#### 5.0 SAFETY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in conjunction with the work. The Contractor shall comply with all safety practices as required by the regulatory agencies governing the Contractor's operations as well as any and all safety requirements of the Contractor's organization and shall submit historical evidence of such compliance. All personnel working on site will be required to participate in the plant's safety orientation prior to performing any work on site at PGS.

The Contractor is required to follow their OSHA regulations for work in areas that may be considered confined spaces. NOTE: All contractors must submit **with the bid** a copy of their OSHA compliant Confined Space Procedure and Respiratory Protection Procedure. The Contractor will be required to provide proof that workers have successfully completed respiratory fit testing and pulmonary function testing and have been trained for confined space entry.

The plant has an equipment lockout/tag out procedure to prevent the unauthorized starting of motors and the unauthorized movement of valves and dampers. The Contractor is required to use the procedure and add its own locks/tags on top of the plant lock/tags if required. Removal of plant locks/tags is not allowed and is cause for removal from the plant site.

#### **6.0 INSURANCE**

The contractor shall comply with the attached City's insurance requirements

#### 7.0 PERFORMANCE AND PAYMENT BOND

The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

#### 8.0 DRAWINGS AND SITE INFORMATION

A selection of drawings has been provided with the bid package for reference only. Additional drawings are available for review at Platte Generating Station office. The Contractor is responsible for making such prebid site visits as required to obtain additional details for bidding and execution of the work and for clarification of any questions or concerns the bidder may have related to the work scope and site conditions.

#### **ATTACHMENTS:**

77-8-Q4 - Auxiliary Ground Floor Piping El. 1868'-0"



A site visit may be arranged by contacting Tylor Robinson at (308) 385-5495.

Working Together for a Better Tomorrow, Today.

#### REQUEST FOR BIDS - SITE CONDITIONS

#### COAL BUNKER UNLOADING PLATFORM CONCRETE COATING

**Site Visit:** Bidders shall visit the site in order to inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the nature of the existing facilities, the obstacles which may be encountered, the sequence of the work, and all other relevant matters concerning the work to be performed. No extra compensation shall be allowed by reason of the failure of such bidder to fully inform themselves of said site conditions prior to the bidding. The Contractor shall employ, so far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with the City's operations and any other contractors.

Signature of person visiting site:	
Signature of Utilities personnel witnessing visit:	
Date of Visit:	

### MINIMUM INSURANCE REQUIREMENTS CITY OF GRAND ISLAND, NEBRASKA

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

#### 1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation Employers Liability Statutory Limits \$100,000 each accident \$100,000 each employee \$500,000 policy limit

#### 2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage

\$ 500,000 Combined Single Limit

#### 3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage

\$ 500,000 each occurrence \$1,000,000 aggregate

#### 4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage

\$1,000,000 each occurrence \$1,000,000 general aggregate

#### **5. ADDITIONAL REQUIREMENTS**

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

#### **6. CERTIFICATE OF INSURANCE**

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Bidder cannot have the "endeavor to" language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

