



City of Omaha  
Jim Suttle, Mayor

January 8, 2013

RECEIVED

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CITY CLERK  
OMAHA, NEBRASKA

Public Works Department

Omaha/Douglas Civic Center  
1819 Farnam Street, Suite 601  
Omaha, Nebraska 68183-0601  
(402) 444-5220  
Fax (402) 444-5248

Robert G. Stubbe, P.E.  
Public Works Director

Honorable President

and Members of the City Council,

Transmitted herewith is an Ordinance authorizing the issuance of a purchase order to Interstate Power Systems for a price agreement for predictive/preventive maintenance services and inspection, maintenance and repair of plant engines and related equipment at the Missouri River Wastewater Treatment Plant and Papillion Creek Wastewater Treatment Plant in the amount of \$243,944.00. The price agreement will be effective for a period of 12 months and renewable for four separate one year periods. Therefore, this price agreement will involve payments from appropriations of more than one year; as such, approval is made in accord with Section 5.17 of the Home Rule Charter of 1956, as amended.

A copy of the bid documents is on file and available for inspection and review in the City Clerk's office. The contractor has a current Contract Compliance Report (CC-1) on file in the Human Rights and Relations Department.

The Finance Department is authorized to pay the cost for predictive/preventive maintenance services and inspection, maintenance and repair of plant engines and related equipment at the Missouri River Wastewater Treatment Plant and Papillion Creek Wastewater Treatment Plant from the Sewer Revenue Fund 21121, Missouri River Plant Maintenance Organization 116613 and Papillion Creek Plant Maintenance Organization 116614.

The Public Works Department requests your consideration and approval of the attached Ordinance.

Respectfully submitted,

Referred to City Council for Consideration:

Robert G. Stubbe 12-11-12  
Robert G. Stubbe, P.E. Date  
Public Works Director

Wanita Leonard 12/17/12  
Mayor's Office Date

Approved as to Funding:

Approved:

Pam Spaccarotella 12-13-12  
Pam Spaccarotella Date  
Finance Director

Richard A. D. Jan 12/14/12  
Human Rights and Relations Date  
Department

DD

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE authorizing the issuance of a purchase order to Interstate Power Systems for a price agreement for predictive/preventive maintenance services and inspection, maintenance and repair of plant engines and related equipment at the Missouri River Wastewater Treatment Plant and Papillion Creek Wastewater Treatment Plant in the amount of \$243,944.00. The price agreement will be effective for a period of 12 months and renewable for four separate one year periods; to provide for payments from appropriations of more than one year in accordance with Section 5.17 of the Home Rule Charter of 1956, as amended; to provide for payments from a specific account; and to provide an effective date hereof.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That a purchase order be issued to Interstate Power Systems for a price agreement for predictive/preventive maintenance services and inspection, maintenance and repair of plant engines and related equipment at the Missouri River Wastewater Treatment Plant and Papillion Creek Wastewater Treatment Plant in the amount of \$243,944.00.

Section 2. That the price agreement will be effective for a period of 12 months and renewable for four separate one year periods, therefore, involving appropriations of more than one year as authorized in accord with Section 5.17 of the Home Rule Charter of 1956, as amended.

Section 3. That payment shall be made from the Sewer Revenue Fund 21121, Missouri River Plant Maintenance Organization 116613 and Papillion Creek Plant Maintenance Organization 116614.

ORDINANCE NO. \_\_\_\_\_

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Section 4. That this Ordinance, being administrative in nature, shall take effect and be in full force upon date of its passage.

INTRODUCED BY COUNCILMEMBER

\_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
MAYOR OF THE CITY OF OMAHA    DATE

PASSED \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF OMAHA    DATE

APPROVED AS TO FORM:

 12-12-12  
\_\_\_\_\_  
CITY ATTORNEY    DATE

201012scp



**DOUGLAS COUNTY  
REQUEST FOR BID AND BID SHEET**

**ON: CITY OF OMAHA: Predictive/Preventative Maintenance Services and Inspection, Maintenance and Repair of Plant Engines and Related Equipment**

**RETURN BIDS TO:**  
CITY CLERK  
1819 Farnam Street  
LC-1 Omaha-Douglas Civic Center  
Omaha, Nebraska 68183-0011

Published: November 21, 2012

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**BID BOND OR CERTIFIED CHECK REQUIRED IN THE AMOUNT 5%  
IF THE TOTAL AMOUNT FOR THE ITEM OFFERED IS \$20,000 OR MORE.  
BID BOND OR CERTIFIED CHECK SHALL BE MADE PAYABLE TO  
"CITY OF OMAHA"**

**NOT AN ORDER**

Bid Opening Time & Date: 11:00 a.m. CST on Wednesday, December 05, 2012

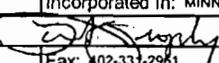
**IMPORTANT**

- Bid must be in the office of the CITY CLERK, LC-1, OMAHA-DOUGLAS CIVIC CENTER, 1819 Farnam Street, Omaha, NE 68183-0011 by the opening date and time indicated in a sealed envelope marked: **BID ON: CITY OF OMAHA**  
**ON: CITY OF OMAHA: Predictive/Preventative Maintenance Services and Inspection, Maintenance and Repair of Plant Engines and Related Equipment**
- As evidence of good faith a bid bond or certified check must be submitted with bid. Bid bond or certified check shall be made payable to "City of Omaha"  
**FAILURE TO DO SO IS CAUSE FOR REJECTION.**
- Right is reserved to accept or reject any or all bids in their entirety and the bidders shall have the right to appeal any decision to the City Council. Right is also reserved to accept or reject any part of your bid unless otherwise indicated by you.
- If Federal Excise Tax applies, show amount of same and deduct. Exemption certificates will be furnished. Do not include tax in bid.
- BID MUST INCLUDE ANY DELIVERY OR SHIPPING CHARGES.**
- When submitting bid on items listed, bidder may on a separate sheet, make suggestions covering reduction in costs wherever this is possible through redesign, change of material or utilization of standard items or quantity change.
- If you do not bid, return sheets with reason for declining. Failure to do so will indicate your desire to be removed from our mailing list. **TABULATION SHEETS FOR THE BIDS SUBMITTED ARE AVAILABLE ON THE DOUGLAS COUNTY WEBSITE AT [www.douglascountypurchasing.org](http://www.douglascountypurchasing.org). DO NOT CALL FOR THIS INFORMATION.**

Quote your lowest price, best delivery and terms, F.O.B. delivery point on the item(s) listed below:			
QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
	Furnish all labor, material, and equipment to perform preventative maintenance at Missouri River Plant and the Papillion Creek Plant, per attached specifications dated 11/13/2012.		
	LUMP SUM engine maintenance for Papillion Plant	BID/month: \$3,200	\$38,400
	LUMP SUM engine maintenance for Missouri River Plant	BID/month: \$2,272	\$27,264
	<b>EXTRA WORK FOR BOTH FACILITIES (do not double)</b>		
	Extra work (1,600 hours)	BID/hour: \$54.90	\$87,840
	Overtime (400 hours)	BID/hour: \$82.35	\$32,940
	Overtime Sunday & holidays (0 hours)	BID/hour: \$109.80	
	Replacement parts (\$50,000 + mark up)	BID: \$57,500	\$57,500
	<b>ALL OR NONE TOTAL BID:</b>		<b>\$243,944</b>
	Questions regarding this bid should be directed to: Missouri River Plant - Michael Arends at (402)444-3915 ext. 203 / Papillion Creek Plant - Joe Dabbs at (402)444-3922 ext. 2200		(5% Bid Bond is to be based upon this amount)

All bidders awarded a contract in the amount of \$5,000 or more must comply with the Contract Compliance Ordinance and have on file with the Human Rights & Relations Department the Contract Compliance Report (Form CC-1). This report shall be in effect for 24 months from the date received by the Human Rights & Relations Department. Any questions regarding the Contract Compliance Ordinance should be directed to the Human Rights & Relations Department at (402)444-5055.

(PLEASE PRINT LEGIBLY OR TYPE)

Payment Terms <u>Net 30</u> %	Firm: INTERSTATE POWERSYSTEMS	Incorporated In: MINNESOTA
Delivery (or completion)	Name: LAWRENCE A. BROPHY	Signature: 
<u>                    </u> calendar days following award	Title: BRANCH MANAGER	Phone: 402-331-4104
	Address: 10143 SOUTH 136TH STREET	Fax: 402-331-2981
	Street/P.O. Box	City <u>Omaha</u> State <u>NE</u> Zip <u>68138</u>
	Email Address: LARRY.BROPHY@STATE.COM	

**DOUGLAS COUNTY  
REQUEST FOR BID**

**ON: CITY OF OMAHA Predictive/Preventative Maintenance Services and Inspection, Maintenance  
and Repair of Plant Engines and Related Equipment**

**NOT AN ORDER**

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DESCRIPTION
<p><b>REQUIREMENTS FOR BID BOND:</b> The surety company issuing the bid bond or the performance bond should be licensed by the State of Nebraska and listed on the current edition of Circular 570 of the United States Department of the Treasury. A certified check, an official bank check, or cashiers check drawn on a national bank or a bank chartered under the laws of the state, payable to the city, or lawful money of the United States, or a United States Government Bond (negotiable) are acceptable substitutes for bond requirements.</p>
<p><b>INSURANCE:</b> For City projects where the scope of work will be less than \$200,000.00, the following levels of insurance will be required: The successful contractor shall provide a certificate of insurance indicating (1) adequate workers' compensation; (2) public liability in an amount not less than \$250,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount of not less than \$500,000 where more than one person is involved in any one accident; and (3) property damage insurance in an amount not less than \$500,000; and naming the City of Omaha an additional insured.</p> <p>For City projects where the scope of work will exceed \$200,000.00, the following levels of insurance will be required: The successful contractor shall provide a certificate of insurance indicating (1) adequate workers' compensation; (2) public liability in an amount not less than \$1,000,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount of not less than \$5,000,000 where more than one person is involved in any one accident; and (3) property damage insurance in an amount not less than \$500,000; and naming the City of Omaha an additional insured.</p>
<p><b>Equal Employment Opportunity:</b> In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, the Contractor agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.</p>
<p><b>New Employee Work Eligibility Status (Neb. Rev. Stat. §4-108-114)</b> The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Douglas County. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.</p>
<p>If the Contractor is an individual or sole proprietorship, the following applies:</p> <ol style="list-style-type: none"><li>1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://www.das.state.ne.us">www.das.state.ne.us</a>.</li><li>2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</li><li>3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.</li></ol>

SIGN ALL COPIES

Firm Interstate Power Systems  
By [Signature]  
Title Branch Manager

**CONTINUATION SHEET**

# Responsible Contractor Compliance Form RC-1



1. Regulation:

A. Article IV, Division I of Chapter 10 of the Omaha Municipal Code thereon require:

1. That all contractors who submit a bid to City of Omaha shall designate a representative who on behalf of the Contractor, shall fill out completely a Responsible Contractor Compliance Form (RC-1). An incomplete or unsigned RC-1 form will make your bid null and void.

2. Filing this Report (please initial in the boxes below):

Contractor agrees that Contractor will not knowingly employ or hire an employee not lawfully authorized to perform employment in the United States and that the Contractor and all sub-contractors shall use E-Verify to determine work eligibility.

Contractor agrees that Contractor will not knowingly violate Nebraska's Misclassification of Employee law (Neb. Rev. Stat. Section 48-2901 et seq.).

Contractor agrees that Contractor will not knowingly violate Nebraska's Fair Labor Standards Law (Neb. Rev. Stat. Section 73-104 et seq.).

Contractor has not been convicted of any tax violations (local, State and Federal) within the last three years from the date this bid is submitted.

Contractor has not, upon final determination by the Occupational Safety and Health Administration, been convicted of a criminal, repeat, or willful violation of the Occupational Safety and Health Act (OSHA) or been convicted of 3 (three) separate "serious" OSHA violations within the past three (3) years.

Contractor agrees to make a good faith effort to ensure all subcontractors employed on this project comply with the provisions of the Responsible Contractor Compliance Form RC-1.

Signature

12-4-2012  
Date

By signing, I verify on behalf of the Contractor that the information above is true and correct. Filing false information carries a penalty of up to a \$500 fine or six months in jail. In addition, the contractor and sub-contractors can be subject to immediate disqualification and prohibited from any future City of Omaha contract for a period of 10 years.

**LeRoy Kleine**  
Interstate Power Systems  
10143 S. 136<sup>th</sup> St.  
Omaha, NE 68138

**Technical Education:**

1965 – 1967      Associated Degree in Diesel Technology  
Southeast Community College  
Milford, NE

**Work Experience:**

2003 – Present      Interstate Detroit Diesel  
10143 S. 136<sup>th</sup> St.  
Omaha, NE 68138

1996 – 2003      Pacific Detroit Diesel – Allison  
7215 S. 228<sup>th</sup> St.  
Kent, WA 98032

1989 – 1996      Interstate Detroit Diesel  
6969 S. 107<sup>th</sup> St.  
Omaha, NE 68127

**Professional Certification:**

**MTU Onsite**

2011      DGC 2020  
2010      ECU7E1/G  
2006      Arc Flash Training

**Detroit Diesel**

1968 – 2001      71, 92, DDEC, DDEC II, DDEC III, DDEC IV, S-60

**General Motor/Delco**

1976      Heavy Duty Electrical Training

**Allison Transmission**

1968 – 2001      AT540

**Waukesha**

1992 – 1995      Gas Engine Technology, VHP Overhaul, Failure Analysis, GL –  
Lean Burn  
2008      VGF  
2012      Waukesha Factory Training

**Kohler**

2003      Generator and Controls

**Awards and Associations:**

Member of Detroit Diesel Guilds: Series 53, 60, 71, 92, 149, Coach and Maine Engine.

**Chad Thiesen**  
Interstate Power Systems  
10143 S. 136<sup>th</sup> St.  
Omaha, NE 68138

**Technical Education:**

2000 – 2002 Associate of Applied Science Degree  
Diesel Truck & Construction Technology  
Southeast Community College  
Milford, NE

**Work Experience:**

2002 – Present Interstate Power Systems  
10143 S. 136<sup>th</sup> St.  
Omaha, NE 68138

1999 – 2000 Fleetwood Travel Trailers (no longer in business)  
Maintenance / Safety Committee  
Omaha, NE

1997 – 1999 Office Pavillion  
Crew Leader  
16358 E. 33<sup>rd</sup>  
Aurora, CO 80011

1992 – 1996 US Navy  
Engineman 3<sup>rd</sup> Class  
USS Fort Fisher 32<sup>nd</sup> St  
San Diego, CA

**Professional Certification:**

Waukesha

December 2011 Waukesha Factory Training

May 2010 VGF Technology

April 2008 VHP Overhaul

February 2005 GET Technology

September 2002 Basic Electricity – Metro Community College

July 2002 Detroit Diesel S/60 Overhaul

MTU/DDC

April 2011 DGC 2020 Control Panel

October 2007 MTU – GEN2

October 2011 MTU – 4000 M1 Training

Allison Transmission

Automatic Truck Transmissions

**Primary Areas of Study:**

Diesel Fuel Systems, Electrical Systems, Alignments, Engine Operations,  
Overhaul and Inspection, Air and Hydraulic Brakes, Electronic Diesel Engine  
Diagnosis and Tune up, Welding MIG, Arc and Oxyacetylene

**Brian Machacek**  
Interstate Power Systems  
10143 S. 136<sup>th</sup> St.  
Omaha, NE 68138

**Technical Education:**

2006 Iowa Western Community College  
Council Bluffs, IA  
Aviation Maintenance Technology

**Work Experience:**

2011 – Present Interstate Power Systems  
10143 S. 136<sup>th</sup> St.  
Omaha, NE 68138

2007-2011 Dyna-Tech Aviation Services  
Omaha, NE

2004-2007 Pro-Flite Millard Airport  
Omaha, NE

**Training:**

**MTU/DDC**

May 2011 MTU 1600

June 2011 MTU Series 4000

August 2011 MTU Service I

March 2012 ECU 7/ADEC

May 2012 MTU Service II/DGC2020

**Primary Areas of Study:**

Airframe and Power plant technician, troubleshoot and repair aircraft systems, aviation maintenance, perform maintenance and service aircraft.

**Jase Maddox**  
Interstate Power Systems  
10143 S. 136<sup>th</sup> St.  
Omaha, NE 68138

**Technical Education:**

1997 – 1998      Associates of Applied Science in Electronic Engineering  
ITT Technical Institute  
Omaha, NE

**Work Experience:**

2008 – Present      Interstate PowerSystems  
10143 S. 136<sup>th</sup> St.  
Omaha, NE 68138

2000-2008      Interactive Communications  
Omaha, NE

**Professional Certification:**

**MTU/DDC Onsite**

May 2008      Gen I  
November 2008      M1 ADEC  
March 2009      ASCO 300/4000 ATS Training  
October 2009      DGC-2020-Controller  
April 2010      Arc Flash Training  
October 2010      Basler Electrical  
May 2011      Series 4000  
November 2011      DD15 – G2 Certified  
November 2011      EPA '07 – G2 Certified  
March 2012      ECU 8 (ADEC)

# INTERSTATE PowerSystems

10143 South 136<sup>th</sup> Street • Omaha, Nebraska 68138 • 402-331-4104

December 5th, 2012

City of Omaha  
City Clerk, LC-1  
Omaha Douglas Civic Center  
1819 Farnam Street  
Omaha, NE 68183-0011

RE: Predictive/Preventative Maintenance Services and Inspection, Maintenance and Repair of Plant  
Engines and Related Equipment  
Bid Opening Date Wednesday, December 5th – 11:00am

Interstate PowerSystems is pleased to provide the City of Omaha with a quote for the above project.

Please see enclosed documents as follows:

Bid Bond

Douglas County Request for Bid and Bid Sheet On: City of Omaha Maintenance and Repair of Plant  
Engines and Related Equipment

Douglas County Request for Bid Continuation Sheet

Responsible Contractor Compliance Form RC-1

Experience Resumes of Technicians performing maintenance and repairs

If you have any questions, please do not hesitate to call at any time.

Respectfully Submitted,  
Interstate PowerSystems



Lawrence A. Brophy  
Branch Manager, Omaha

November 13, 2012

SPECIFICATIONS FOR

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**PREDICTIVE/PREVENTATIVE MAINTENANCE SERVICES  
AND INSPECTION, MAINTENANCE AND REPAIR OF PLANT  
ENGINES AND RELATED EQUIPMENT**

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At the City of Omaha, Nebraska  
Missouri River and Papillion Creek Wastewater Treatment Plants  
Michael Arends, Missouri River Plant Manager  
Telephone: (402) 444-3915 x203; Fax: (402) 444-3904  
E-mail: [marends@ci.omaha.ne.us](mailto:marends@ci.omaha.ne.us)  
Joe Dabbs, Papillion Creek Plant Manager  
Telephone: (402) 444-3922 x2200; Fax: (402) 444-3921  
E-mail: [Joseph.Dabbs@ci.omaha.ne.us](mailto:Joseph.Dabbs@ci.omaha.ne.us)

**I) GENERAL**

The City of Omaha has industrial engines at its wastewater treatment facilities. This specification covers the routine, predictive/preventive and corrective maintenance to all engines and auxiliary equipment at the Missouri River and Papillion Creek facilities. The work in this contract takes place in wastewater treatment facilities. The prospective contractor shall be aware of the precautions necessary to limit exposure to wastewater and odors associated with wastewater treatment processes. Employee safety is the sole responsibility of the contractor.

**1) Missouri River Plant (5600 South 10<sup>th</sup> Street, Omaha, NE 68107)**

- The engine recovery process at the Missouri River plant contains two (2) Waukesha VHP 9390 GSI engines and one (1) Waukesha 7042 GLD engine driving electrical generators, associated heat recovery systems, auxiliary cooling, air starting systems and electrical switchgear. The engine packages each have an electrical output of 1050 Kw on natural gas and 938 Kw on digester gas. Digester gas is the primary fuel for this installation. There is also one natural gas driven Caterpillar engine generator set with an output of 150 Kw. The Monroe Street Pump Station contains three (3) Caterpillar G342 engines driving pumps. The Caterpillar engines each have an output of 160 Bhp and are fueled by natural gas.

2) Papillion Creek Plant (15705 Harlan Lewis Road, Bellevue, NE 68123)

- The Papillion Creek (Papio) plant has six (6) dual fueled industrial engines, three (3) electrically driven engines, and three (3) engine-driven emergency generators. The energy recovery process contains three (3) Cooper Industries Superior model 8G825 engines driving electrical generators, associated heat recovery systems, valves, auxiliary cooling, gas delivery, air starting systems and electrical switchgear. Each engine is rated for an electrical output of 544 Kw on natural gas and 468 Kw on digester gas. Digester gas is the primary fuel for this installation. The raw sewage pumping station contains three (3) dual fuel engine driven pumps; two Caterpillar G398 and one Waukesha F3521G. All auxiliary equipment associated with these units, heat recovery systems, valves, pumps, check valves, and packing as well as the three electrical driven pumps and associated parts are included. There are also three (3) emergency engine-driven backup generators; a gas engine driven Onan generator set with an output of 30 Kw, a diesel engine driven Cummins 402 #36507899 generator set with an output of 100 Kw, and a diesel Cummins 65T5.9-GC2 #K890281804 engine generator set with an output of 100 Kw.

The service contractor shall be experienced in the maintenance and troubleshooting of electronic governor controls, auto transfer switches, engine safety control systems, electrical generator switchgear, generator control systems and all auxiliary process systems including pumps, motors, valves, piping systems and related equipment.

II) **SCOPE OF WORK**

- 1) The contractor shall perform inspection, maintenance and repair services on various engines and related equipment for the following City of Omaha installations:
  - Missouri River Wastewater Treatment Plant
  - Papillion Creek Wastewater Treatment Plant
- 2) The predictive maintenance services will consist of vibration monitoring and thermal analysis as **requested by the City.**
- 3) It shall be the responsibility of the contractors to familiarize themselves with the equipment, services to be performed and the environment prior to submitting a bid. Lack of knowledge concerning any or all parts of the work shall not be accepted after the bid opening as a reason for withdrawing the bid or failing to perform the work.

### III) SERVICES TO BE PERFORMED

- 1) The following is a service schedule for each of the engines:

(See attachments)

- 2) Perform weekly data collection and visual checks on all engines.

With the engine running at normal operation temperature, record the following data:

- Engine number and serial number
- Generator output Kw
- Operational status of starting air compressors
- Digester gas fuel system pressure
- Jacket cooling water outlet and inlet temperatures and pressure
- Lubrication oil pressure and temperature
- Exhaust temperatures before and after heat recovery silencers
- Intake manifold pressures, left and right hand sides (inches Hg, if applicable)
- Air intake system restrictions, left and right hand sides (inches water, if applicable)
- Air supply tanks; record pressures, drain water
- Record and check battery status
- Visually check engines for leaks, vibration and general operating condition
- Check oil level in lubrication oil day tanks
- Record makeup oil consumption
- Housekeeping of all areas that contractor is in

All service checks and work shall be performed along with and in accordance with the engine generators manufacturer's recommendations and specifications.

- 3) The City of Omaha's work day starts at 7:30 a.m. and ends at 4:00 p.m. The contractor should try to schedule weekly work to be done on the same day every week, starting when the City of Omaha work day starts. The contractor needs to be on-site by 8:00 a.m. on the specified day that the work will be performed. When a scheduling change occurs the Maintenance Foreman should be notified immediately and the remainder of work should be made up as soon as possible.

4) Reports:

The contractor shall utilize the plant's computerized maintenance management system (Maximo) for preparing work orders on all service/repairs that are completed on City equipment. All coordination with work order requests and the submission of completed work orders shall be handled through the plant's Maintenance Foreman. All work performed must have a City CMMS work order to track that work.

- Weekly observations and data
- Deficiencies noted during routine inspections
- Oil analysis reports and evaluations
- Recommendations for any changes required to improve engine operation or to increase service life of the system
- Complete record of maintenance tasks that were performed, including parts and running records of oil, lubricants and coolants used

5) Other:

Additional services and repairs shall be provided upon request by the City. **All labor costs for emergency or additional services shall be bid at an hourly rate (travel costs shall be part of this hourly rate) and separately from the lump sum bid for regular maintenance.**

**IV) PARTS/CONSUMABLE SERVICE REPLACEMENTS**

- 1) All parts, components or devices for the equipment being serviced that are worn or are not in proper operational condition shall be repaired and/or replaced with parts, components or devices of the same manufacturer or City approved equal.
- 2) When equipment or parts are replaced in their entirety and a newer design of this device/part is available, the device/part of the new design shall be used as the replacement if approved by the City.
- 3) **All repair and replacement parts, components, oil, lubricants, coolants and devices for the equipment shall be supplied by the contractor at cost plus percentage markup as bid (see bid sheet), except when parts are available from City stock. Note: A separate record for each item must be kept and submitted with completed work order.**

**V) EMERGENCY SERVICE AND ADDITIONAL WORK**

- 1) The contractor shall provide on-call emergency services as needed. **All labor costs expended on such a call shall be provided by the contractor and shall be at the hourly rate as indicated on the bid sheet.** These emergency services shall be

provided as often as needed – weekends and legal holidays included. The contractor shall respond to an emergency call within two (2) hours during normal working hours and within three (3) hours during evenings, nights, weekends and holidays.

- 2) Additional services and repairs shall be provided upon request by the City and the City may request separate bids for the specific work requested.

#### **VI) SERVICE PERFORMANCE GUARANTEES**

- 1) Warranty:

The contractor shall provide a one-year warranty covering all workmanship, parts, materials and services as outlined within the specifications and as provided by the contractor or his subcontractors during the course of the contract. This guarantee shall include all labor (preventive, repair, breakdown, overhaul, emergency or any other type of labor), all parts and materials (as outlined in the Section IV above entitled Parts/Consumable Service Replacements) and related for all equipment and services as described in this specification.

- 2) Performance Review:

The City may at any time review the services provided and reports submitted to verify that the service is in fact being properly and adequately performed. Any lack of service, complaints or deficiencies in the performance of the contractor shall be submitted to the contractor in writing by the City for correction. For problems or deficiencies of significant importance or of a continual nature, or failure of the contractor to correct deficiencies within the time period agreed upon shall constitute cause for termination of the services upon 30 days written notice.

#### **VII) CONTRACT PERIOD AND PRICE ADJUSTMENT**

- 1) The City may, at its own option, renew the terms of this contract for four (4) separate one-year periods. The initial term of this agreement shall be for a period of 12 months. However this agreement, and all its provisions thereof, may be extended year by year until 2017. If the City exercises the option to renew the contract on an annual basis a written notice of intent will be sent to the contractor 60 days before the agreement expires. Extension of the contract shall be the option of the City of Omaha exercised by the Director of Public Works for their designated representative.
- 2) At the end of each contract year this contract shall be reviewed. The unit prices may be revised for the next year up to 75% of the difference of the US Labor Department's Consumer Price Index for all urban consumers (CPI-U) for the anniversary month of the contract and the initial month of the current contract year. The index obtained from the Region VII US Department of Labor, Bureau of Labor Statistics will be used to determine the price revision factor. New upper limit unit prices shall be computed to the nearest cent. The reviewed price will be negotiated

with the contractor. Revised prices cannot exceed the limits calculated by the following formulas.

- $\text{CPI for anniversary month} - \text{CPI for last year's anniversary month} = \text{difference}$
- $\text{Difference} \times 0.75 = \text{adjusted difference}$
- $\text{Last year's anniversary month CPI} + \text{adjusted difference} = \text{adjusted CPI}$
- $\text{Adjusted CPI} / \text{last year's anniversary CPI} = \text{price revision factor}$
- $\text{Price revision factor} \times \text{original or adjusted unit prices} = \text{new upper limit unit price for next year's agreement.}$

The escalator clause for anniversary date increase or decrease will remain continuously in effect during any contract extension. The price revision factor shall also be applied to hourly rates or extra, emergency and overtime services. Markup for subcontractor work shall not exceed 5%. Payments shall be made monthly for preventive maintenance work and additional emergency services upon submittal of a written service report detailing all work performed. Tag number for each individual piece of equipment repaired shall be put on the invoice. Payments for additional or emergency services shall be based on each job being itemized and invoiced as an individual item with sufficient detail to define the scope of work including tag and equipment number. **Cost of labor and parts with mark-up indicated shall be billed according to bid prices.**

#### **VIII) BONDS AND INSURANCE**

- 1) The contractor shall submit a bid bond or certified check in the amount required on the bid sheet.
- 2) The contractor shall carry workmen's compensation insurance in accordance with the laws of the State of Nebraska to protect himself and the City of Omaha against liability under the workmen's compensation and occupational disease statutes of the State of Nebraska.
- 3) The contractor shall carry, in his/her company's name, a policy or policies under a comprehensive form to insure contractual and automobile liability as well as operations other than automobile with coverage of not less than \$300,000 each person, \$500,000 each occurrence bodily injury liability, and \$300,000 each accident for property damage. This policy shall also protect the City of Omaha, its officers, agents and employees as **additional insured** and shall be in a form approved by the Public Works Department. A duplicate copy of each policy shall be filed with the Public Works Department.

#### **IX) SPECIAL CONDITIONS**

- 1) Contractor shall conform to all ordinances, laws, rules and regulations applicable to this agreement and their operations shall be in accordance therewith.

- 2) The contractor shall indemnify and save harmless the City of Omaha, its officers, employees and agents from all claims, lawsuits or actions of every kind and character made upon or brought against the City of Omaha, its officers, employees and agents for or on account of any injuries or damages received or sustained by any party or parties by or from the acts of the said contractor its servants, agents and subcontractors in doing the work and rendering the services herein contracted for, by or in consequence of any negligence in operations or any improper material or equipment used, by or on account of an act or omission of said contractor or their servants, agents and subcontractors and also from all claims or damage or infringements of any patent in fulfilling this contract. This indemnity shall include attorney's fees and costs and all other expenses incurred in the defense of any suit.
- 3) Contractor shall pay all just claims due for the payment of all employees and mechanics for labor performed and for the payment of all material and equipment rental which is actually used in the performance of this agreement.
- 4) Contractor shall not be permitted to assign this agreement to another party, company, partnership or corporation without specific approval in writing from the City.
- 5) The right is reserved to accept or reject any or all proposals to consider the competency and responsibility of all bidders and to use any information deemed necessary to establish the ability of any bidder to perform all conditions of the contract in order to avoid awarding a contract to a firm unable to produce the quality of service required and intended by this specification.
- 6) Subcontracting portions of the services to be performed shall not exceed 50% in the total work for the year. The contractor shall assume all responsibility and liability for any and all subcontractors used.
- 7) The contractor's responsibility for injury to persons or property that may be caused by or arise through the maintenance, service, functioning or use of the equipment shall be limited to injury caused directly by the negligence of the contractor in performing the obligations as set forth in these specifications.
- 8) The contractor shall not be made responsible for payment of any present and future taxes or any other governmental charge hereafter imposed by existing or future laws with respect to transfer, use of ownership or possession of the equipment to which these specifications relate.
- 9) The contractor shall not be free from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required within these specifications because of failure to investigate the conditions or become acquainted with all the information concerning the services to be performed.
- 10) The contractor must adhere to all City Spill Prevention requirements as set forth by the State of Nebraska and the US Environmental Protection Agency (EPA).

**X) BID EVALUATION**

Low bidder will be determined by a grand total bid. The first part of the bid shall be a lump sum bid for engine maintenance at each facility. The second part will stipulate an amount for extra work, overtime, overtime Sundays/holidays, and replacement parts plus mark-up. The overtime Sundays/holidays hourly rate will be for informational purposes only and not used in the final bid cost. These figures are based on historical data for both facilities and are as follows:

Extra work = 1,600 hours

Overtime = 400 hours

Overtime Sundays and Holidays = 0 hours

Replacement Parts = \$50,000

**XI) QUESTIONS**

All questions should be directed to:

- Mike Arends, Missouri River Plant Manager (402) 444-3915 x203
- Joe Dabbs, Papillion Creek Plant Manager (402) 444-3922 x2200