

## SPECIFICATIONS AND BID DOCUMENTS

# PARKS & RECREATION DEPARTMENT

FURNISHING AND INSTALLATION OF RESTROOM IN STOLLEY PARK

**PARKS & RECREATION** 

City Hall Box 1968 Grand Island, NE 68802 (308) 385-5444 ext. 290

#### ADVERTISEMENT TO BIDDERS NEW RESTROOM

#### IN

## STOLLEY PARK PARKS AND RECREATION DEPARTMENT CITY OF GRAND ISLAND, NEBRASKA

Sealed bids will be received at the office of the City Clerk, 100 E. First St., Grand Island, NE 68801 or P.O. Box 1968, Grand Island, Nebraska, 68802 until 2:00 PM (Local Time), July 31, 2013 for Furnishing and Installation of New Restroom in Stolley Park FOB the City of Grand Island. Bids will be publicly opened at this time in the Conference Room #1 located on 1st floor of City Hall. Bids received after specified time will be returned unopened to sender.

Specifications, drawings, and forms for use in preparing bids may be obtained from the Parks & Recreation office, located in City Hall, 2nd floor, 100 East First Street, Grand Island, NE 68801, from 8:00 am - 5:00 pm; Monday through Friday. (308) 385-5444 ext. 290. Bids shall be submitted on forms which will be furnished by the City.

Each bidder shall submit with his/her bid a certified check, a cashiers check or bid bond payable to the City 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 thirty (30) days, at the bid price, if accepted by the City. Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened or considered. Bid bonds must be issued by surety companies authorized to do business in the State of Nebraska.

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 work place policy.

The successful bidder will be required to provide:

- A. **A performance bond** satisfactory to the City, executed by a surety company authorized to do business in the State of Nebraska or otherwise secured in a manner satisfactory to the City, in an amount equal to 100% of the price specified in the contract.
- B. A payment bond satisfactory to the City, executed by a surety company authorized to do business in the State of Nebraska or otherwise secured in a manner satisfactory to the City, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the price specified in the contract.

The award winning offeror will be required to comply with the City's Insurance requirements.

Bids will be evaluated by the Purchaser based on price, quality, adherence to schedule, plan and specification, economy and efficiency of operation, experience and reputation of 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 and 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 opening bids.

## FURNISHING AND INSTALLATION OF NEW RESTROOM IN STOLLEY PARK PARKS AND RECREATION DEPARTMENT

#### CITY OF GRAND ISLAND, NEBRASKA July 21, 2013

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#### CITY OF GRAND ISLAND, NEBRASKA FURNISHING AND INSTALLATION OF NEW RESTROOM RESTROOM IN

## STOLLEY PARK PARKS AND RECREATION DEPARTMENT

#### INSTRUCTIONS TO BIDDERS

EXCEPTIONS TO SPECIFICATIONS: Each bidder shall carefully check all requirements herein set forth and shall offer items which fully comply with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein his/her items offered do not meet these specifications. Such exceptions as are made shall be listed by page number in the following blanks and shall be marked in ink on the pages of these specifications. Exceptions shall be explained in detail in a letter accompanying the bid. Reference shall not be made to the bidder's proposal for exceptions and supplementary terms. Failure to outline such exceptions as specifically stated herein will require the successful bidder to comply with these specifications. In case of conflict between the bidder's proposal and these specifications, these specifications shall govern unless specific exceptions are listed by the bidder.

Exceptions to specifications, pages _	 		
-			
		·	

SUBMISSION OF BIDS: All bids shall be submitted on the bid forms hereto attached, which shall remain with the complete Contract Documents as originally issued and be addressed to the City Clerk. Copies of addenda, if any, shall be signed plainly marked, "BID FOR FURNISHING AND INSTALLATION OF NEW RESTROOM IN STOLLEY PARK - PARKS AND RECREATION DEPARTMENT".

INSURANCE COVERAGE: The Contractor shall purchase and maintain at his/her expense as a minimum insurance coverage of such types and in such amounts as are specified herein to protect Contractor and the interest of Owner and others from claims which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of Contractor to maintain proper insurance coverage shall not relieve him/her of any contractual responsibility or obligation.

BASE BID: The bidder is expected to base his/her bids on materials and items complying fully with these specifications, and in the event he/she names in his/her bid materials or items which do not conform, he/she will be responsible for furnishing materials and items which fully conform at no change in his/her bid price.

ALTERNATE BIDS: It is the desire of the Owner that the bidder base his/her bid price for this project on the written specifications. If an alternate bid or bids are submitted by a bidder, it is desired that he/she first submit a bid price as above described and then describe his/her alternate proposal. Failure to do so may be reason for not extending any consideration to alternate proposals.

BIDDER QUALIFICATION: Bids will be received only from qualified bidders. A bidder will be considered qualified if he/she is a recognized supplier of materials and items similar to that specified herein. Bidder must comply with all applicable Federal, State and Local rules and regulations.

TAXES: The City of Grand Island is exempt from paying local City and State Sales Tax. Refer to Exempt Sale Certificate enclosed for your information. Contractor must pay any other tax which might be applicable.

REQUESTS FOR PAYMENT: The City of Grand Island will make payments only after approval at regularly scheduled City Council meetings. These meetings typically occur the second and fourth Tuesday each month. Requests for payment must be received no less than ten (10) working days prior to the designated meeting to allow proper review and consideration. Payments will only be made after final completion of the project to City's satisfaction unless otherwise stated in bidding documents.

#### PROGRESS PAYMENTS

The General Contractor shall submit pay requests to the Architect as prescribed in the Construction Contract. The forms for this request shall be AIA Document G702 and G703 "Application and Certificate for Payment", May 1992 edition. The application shall show the general work, the mechanical work and electrical work broken down in sufficient detail to show value of the various parts of the work. The breakdown shall be reviewed by the Architect. Progress payment retainage shall be 10%. When the project is 50% complete, and if the Contractor's performance has been to the Owner's satisfaction, no additional retainage shall be withheld so that maximum retainage at the completion of the job will be 5% of the contract amount.

REQUEST FOR INTERPRETATION: If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the specifications or other proposed Contract documents, he/she may submit to the Purchasing Department a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and/or delivered to each person receiving a set of such documents. The addenda upon closing shall become a part of the Contract. The Purchasing Department will not be responsible for any other explanation or interpretation of the proposed documents.

TIME OF COMPLETION: Time of completion is the essence of this Contract, and all work shall be completed no later than September 30, 2013 unless "weather circumstances" prohibit working conditions.

CLEANING UP: Contractor shall maintain a clean and safe work area while on site.

ADDENDA: Any addendum to the specifications issued during the time allowed for preparation of bids shall be covered in the bid and, upon closing, the Contract shall become a part of the specifications. One copy of each addendum issued before the date of the letting will be sent to all bidders. One signed copy of addendum is to be returned immediately to the Purchasing Department as acknowledgement of receipt.

MODIFICATION OF BIDS: Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted at any time prior to the final time set for receiving bids. Bidders may modify or withdraw bids by Fax communication at any time prior to the time set for receiving bids provided this instruction is positively identified. Any Fax modification should not reveal the amended bid price but should provide only the addition, subtraction or other modifications. A duly executed document confirming the Fax modification shall be submitted within three (3) days after bids are opened.

BID DATA: Bidders shall submit bid data, if required, on items offered in the bid by filling in one set of data sheets supplied by the Purchasing Department. The bid sheets shall be filled out legibly in <u>ink</u> to permit reproduction.

FINANCIAL STATEMENT: The bidder shall furnish upon request a complete financial statement signed by the bidder, if an individual, by all partners of the bidder if a partnership and, by the President or Secretary, if the bidder is a corporation.

EQUAL EMPLOYMENT OPPORTUNITY: The Contractor agrees that during the performance of this Contract not to discriminate in hiring or any other employment practice on the basis of race, color, religion,

sex, disability or national origin, and to comply with Executive Order 11,246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor, and Chapter 20 of the Reissue Revised Statutes of the State of Nebraska.

LOCAL CONDITIONS: Each bidder shall have an authorized representative visit the site of the work and thoroughly inform himself/herself of all conditions and factors which would affect the work and the cost thereof, including the arrangement and conditions of existing or proposed structures affecting or affected by the proposed work; the procedure necessary for maintenance of uninterrupted operation; the availability and cost of labor and facilities for transportation, handling, and storage of materials and equipment.

It must be understood and agreed that all such factors have been investigated and considered in the preparation of every bid submitted. No claims for financial adjustment to any Contract awarded for the work under these Specifications and documents will be permitted by the City, which are based on lack of such prior information or its effect on the cost of the work.

CORRESPONDENCE: Correspondence regarding drawings, instruction manuals, and other engineering data shall be clearly marked "FOR PARKS & RECREATION DEPARTMENT" and sent through:

Todd McCoy City of Grand Island Parks & Recreation Department P.O. Box 1968 Grand Island, NE 68802-1968 (308) 385-5444, Extension 290

LOCAL BIDDER PREFERENCE: In case of tied low bids, all other things being equal, preference shall be given in the following order:

- 1. To those bidders who manufacture their products within the limits of the City of Grand Island.
- 2. To those bidders who manufacture their products within the limits of the County of Hall
- 3. To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the City of Grand Island.
- 4. To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the County of Hall.
- 5. To those bidders who maintain a bona fide business office in the City of Grand Island, whose products may be made outside the confines of the City of Grand Island.
- 6. To those bidders who maintain a bona fide business office in the County of Hall, whose products may be made outside the confines of the County of Hall.
- 7. To those bidders whose commodities are manufactured, mined, produced, or grown within the state of Nebraska, and to all firms, corporations, or individuals doing business as Nebraska firms, corporations or individuals, when quality is equal or better, and delivered price is the same or less than the other bids received.
- 8. To those bidders whose commodities are manufactured, mined, produced, or grown within the United States of America, and to all firms, corporations, or individuals doing business as firms registered in states other than Nebraska, when quality is equal or better, and delivered price is the same or less than the other bids received.

#### CITY OF GRAND ISLAND, NEBRASKA FURNISHING AND INSTALLATION OF NEW RESTROOM

## IN STOLLEY PARK PARKS AND RECREATION DEPARTMENT

#### **CONTRACTOR'S BID**

TO THE MEMBERS OF THE COUNCIL CITY OF GRAND ISLAND GRAND ISLAND, NEBRASKA

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 (a) the extent and character of the work covered by this Proposal, (b) the location, arrangement, and specified requirements for the proposed work, (c) the location, character, and condition of existing streets, roads, highways, railroad, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations, both surface and underground which may affect or be affected by the proposed work, (d) the nature and extent of the excavations to be made and the handling and re-handling of excavated materials, (e) the difficulties and hazards to the work which might be caused by storm and flood water, (f) local conditions relative to labor, transportation, hauling and rail delivery facilities, and (g) all other factors and conditions affecting or which may be affected by the work;

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plans, to perform all necessary labor and supervision, and to construct, install, erect, equip and complete all work stipulated in, required by and in accordance with the contract documents and the plans, specifications and other documents referred to therein as altered, amended or modified by all addenda thereto for and in consideration of the following prices:

mstanation of	New Restroom	will be in Stoney	Park, 2103	w Stoney	rark Ku,	Grand	isiand, INE.
ADDENDA:	Bidder has rece	ived and consider	ed addenda	numbers:			

#### **BID FORM**

New Stolley Park Restroom	n Building	Total Construction (	Cost \$	
EXPERIENCE DATA:			·	
Each bidder shall supply th	ne following data or	n his/her experience:		
Name of Bidder:				
Project Owner P	roject Location	Completion Date		
				· · · ·
Additional Data:				

The undersigned bidder agrees to enter into a contract within ten (10) days after acceptance of this bid, and further agrees to complete all work covered by the foregoing proposal in accordance with specified requirements. The proposed work will commence as soon as possible after the contract is signed and the required insurance is approved with completion of the total contract to be no later than September 30, 2013 unless "weather circumstances" prohibit working conditions.

It is understood and agreed that time is the essence of the contract.

In submitting this 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 until after the passage of thirty (30) days from bid opening.

The undersigned bidder hereby certifies (a) that this bid is genuine and is not made in the interest of or on the behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, (b) that he/she has not directly or indirectly induced or solicited any person, firm or corporation to refrain from bidding, (c) that he/she has not sought, by collusion or otherwise, to obtain for himself/herself an advantage over any other bidder or over the City of Grand Island, and (d) that he/she has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

Dated	
Signature of Bidder:	•
If an Individual:	doing business
If a Partnership:	
by	, member of firm.
If a Corporation:	
by	(Seal)
Title	
Business Address of Bidder	
Telephone number of Bidder	Fax number of Bidder

#### **CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into this day of, by and betweenhereinafter 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 <u>Furnishing and Installation of New Restroom in Stolley Park</u> ; and
WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;
NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself/herself or themselves, and its, his/her, or their successors, as follows:
ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;
ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of
ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the

contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product for Furnishing and Installation of

New Restroom in Stolley Park.

#### CONTRACT AGREEMENT (Continued)

Attorney for the City

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required insurance and bonds are approved and that the Contractor shall complete the work on or before September 30, 2013 unless "weather circumstances" prohibit working conditions for furnishing and installation of New Restroom in Stolley Park. It is understood and agreed that time is the essence of the contract.

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

ARTICLE VI. 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 therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Date



#### **Purchasing Agent Appointment**

and Delegation of Authority for Sales and Use Tax

**17** 

reet or Other Mailing Address  Stree  Name and Location of Project  Imme  Name and Location of Project  Imme  State  Expirate  The undersigned governmental unit or exempt organization appoints the above its agent to purchase and pay for building materials that will be annexed to real est  Sign  Authorized Signature of Governmental Unit or Exempt Organization  DELEGATION OF PRIME CONTR  Name and Address of Subcontractor  ame  Effect  Expirate  Effect  City  Delegation appoints the above its agent to purchase and pay for building materials that will be annexed to real est  DELEGATION OF PRIME CONTR  Name and Address of Subcontractor  Effect  Expirate  Effect  Expirate  Effect  Expirate  Ex	Name and Address of Governmental Unit or Exempt Organization  It or Other Mailing Address  State Zip Code  Appointment Information  Appointment (see Instructions)  ation Date  aska Exemption Number (Exempt Organizations Only)
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State Zio Code Portic	ation Date
——————————————————————————————————————	on of Project
and the state has been delegated as the state to a state of the state	
The undersigned prime contractor nereby delegates authority to act as the pur- to the above-named subcontractor.	chasing agent of the named governmental unit or exempt organization
aian	chasing agent of the named governmental unit or exempt organization
Signature of Prime Contractor or Authorized Representative	chasing agent of the named governmental unit or exempt organization

#### INSTRUCTIONS

who must file. Any governmental unit or organization that is exempt from sales and use tax may appoint as its agent a prime contractor to purchase building materials and/or fixtures that will be annexed to property that belongs to or will belong to the governmental unit or exempt organization pursuant to a construction contract with the governmental unit or exempt organization. The appointment of the prime contractor as its agent is completed by issuing a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to the prime contractor. The Form 17 is required to be given to the contractor BEFORE he or she annexes building materials. The governmental unit or exempt organization must identify the project (e.g., east wing, chapel construction, or new school auditorium). Most

nonprofit organizations are NOT exempt from sales tax in Nebraska. In addition, not all governmental units are exempt from Nebraska sales tax. Refer to <u>Contractor Information</u> on our Web site for additional information on exempt entities. A contractor can confirm the exempt status of a governmental unit or exempt organization by contacting the Nebraska Department of Revenue.

The exemption from the payment of the Nebraska and local option sales and use taxes only applies if the governmental unit or exempt organization directly, or through its contractor, pays for the building materials. **IMPORTANT NOTE:** When an organization that requires licensure in order to be exempt (i.e., nonprofit hospitals), but is not licensed at the time of the construction project, the exempt organization **CANNOT** 



## Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

**FORM** 13

**Read instructions on reverse side/see note below				
NAME A	AND MAILING ADDRESS OF PURCHASER	NAME AND MAILING ADDRESS OF	SELLER	
Name	THE REAL PROPERTY OF THE PROPE	Name		
		-		
Street or Other Mailing	Address	Street or Other Mailing Address		
Chibor of Children and and				
City	State Zip Code	e City State	Zip Code	
o.i.y				
Check Type of Certific	ate .			
		cked, this certificate is valid until revoked in writing by the	e purchaser.	
	<del>-</del>	e purchaser is exempt from the Nebraska sales tax for	<del></del>	
·				
Check One P	urchase for Resale (Complete Section A) Lexe	mpt Purchase (Complete Section B) Contractor (	(Complete Section C)	
	SECTION A - Neb	raska Resale Certificate		
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I hereby cert	ify that the purchase, lease, or rental of	f Item or Service Purchased		
from the above se	ller is exempt from the Nebraska sales tax as a purch	ase for resale, rental, or lease in the normal course of our b	ousiness, either in the	
form or condition	in which purchased, or as an ingredient or componer	it part of other property to be resold.		
		Wholesaler Retailer Manufacturer Lessor		
	ify that we are engaged in business as a: UN	VIOLESAICI ICCIAICI IVIAITATACTATCI Ecssor		
Of Description of t	Todasi Gold, Leaded, of Treffico			
		If None, State Reason		
and hold Nebrask	a Sales Tax Permit Number 01-			
or Foreign State S	ales Tax Number	State		
	SECTION R Nobras	ka Exempt Sale Certificate		
	SECTION B Nebras	Ra Exempt date del anoute		
The basis for	this exemption is exemption category (Inse	rt appropriate category as described on reverse of this form	n.)	
If exemption	category 2 or 5 is claimed, enter the following inform	nation:		
Description of Item(s) P	• •	Intended Use of Item(s) Purchased		
Description of item(s)	uroridaed			
If exemption	categories 3 or 4 are claimed, enter the Nebraska Exc	emption Certificate number. 05-		
If exemption	category 6 is claimed, seller must enter the following	; information and sign this form below:		
Description of Item(s) S	old Date of Seller's Ori	ginal Purchase Was Tax Paid when Purchased by Seller?	Was Item Depreciable?	
		☐ YES ☐ NO	YES UNO	
	SECTION C—F	or Contractors Only		
4 0 1 4 0				
	uilding Materials or Fixtures:			
As an Option 1 of	or Option 3 contractor, I hereby certify that purchases	of building materials and fixtures from the above seller a	re exempt from	
Nebraska sales t	ax. My Nebraska Sales or Consumer's Use Tax Perm	it Number is: 01-		
2. Purchases Mad	e Under Purchasing Agent Appointment on b	pehalf of	: .	
		(exempt entity)		
		on of Authority for Sales and Use Tax, Form 17, I hereby	certify that purchases	
_	rials, and fixtures are exempt from Nebraska sales ta			
An	purchaser, or their agent, or other person who completes this	s certificate for any purchase which is other than for resale, lease, o	r rental in the	
regular c shall in a	ourse of the purchaser's business, or is not otherwise exempte ddition to any fax, interest, or penalty otherwise imposed, be	d from the sales and use tax under Neb. Rev. Stat. §§77-2701 throug subject to a penalty of \$100 or ten times the tax, whichever amoun	t is larger, for	
each inst	ance of presentation and misuse. With regard to a blanket certif	icate, this penalty shall apply to each purchase made during the perio	od the blanket	
		red to sign this certificate, and to the best of my knowledge and belie	er, it is correct	
and com	JICIC.			
sign				
hauah	ed Signature	Title	Date	
numbriz	ou organization	·		

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE. Incomplete certificates cannot be accepted.

### 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 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 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.

#### GENERAL INFORMATION

The existing wood framed Stolley Park Restroom is available for viewing. Address is 2103 W. Stolley Park and the restroom is located near the tennis courts. The existing restroom is open during the summer hours.

The work consists of the demolition of the existing Restroom building and the construction of the new Concrete Block Restroom Building, as described in the Contract Documents. This new Restroom Building is approximately 512 sq. ft. gross.

It is the intent of the Owner to have this new Restroom construction started as soon as possible. Coordination with the Owner's Schedule to allow access to the existing building will be necessary.

The Architect and Engineers do not intend to issue any Addenda to the bidding documents within seven (7) working days of the bid opening time and date.

All freight charges shall be included in the bid.

This project is Sales tax exempt. Bidders shall NOT include sales tax in their bid.

#### PART 1) - GENERAL

#### 1. DEFINITIONS

A. All definitions set forth in the "General Conditions of the Contract for Construction", "AIA Document A201", 2007 Edition, are applicable to these Instructions to Bidders.

#### 2. QUALIFICATION OF BIDDERS

A. The Owner will not award the Contract to any bidder who does not furnish, upon request, satisfactory evidence that he/she has the necessary ability and experience in work of this character and the necessary financial resources, facilities, and plant to enable him to prosecute the work successfully and promptly and complete it within the time required by the Contract.

#### 3. CLARIFICATION OF BIDDING REQUIREMENTS

A. Each bidder shall examine the Bidding Documents carefully, visit the site and familiarize himself/herself with the local conditions under which the work is to be performed, and not later than seven calendar days prior to the date for receipt of bids, shall make a request in writing to the Architect for interpretation or correction of any ambiguity, inconsistency or error therein which he/she may discover. Any interpretation or correction will be issued as an Addendum by the Architect. Only a written interpretation or correction by Addendum shall be binding.

#### 4. BIDDERS REPRESENTATION

A. Each bidder, by making his/her bid, represents that he/she has read and understands the Bidding Documents, and that he/she has visited the site and familiarized himself/herself with the local conditions under which the work is to be performed.

#### 5. CONTRACTOR'S WARRANTY

A. The Contractor shall warranty all materials used under this Contract, for a period of twelve (12) months after the date of acceptance by the Owner by final payment.

#### 6. SUBSTITUTION OF MATERIALS AS SPECIFIED

- A. All bids shall be based on furnishing and installing materials or items of equipment which are hereinafter specified by name and/or manufacturer or which are approved equal by the judgment of the Architect prior to bidding.
- B. All items proposed by the Contractor to be equal to the specified item shall be submitted to the Architect for approval seven (7) calendar days before bidding. Proposed items shall be suitable in every respect of quality, quantity, performance, appearance and size to the specified item. The opinion of the Architect shall be the sole and final judge as to the suitability or equality of the proposed item.
- C. Only the <u>specified items or approved equal items</u> as mentioned above will be accepted in the <u>Base Bid</u>. Other contractors are invited to bid their corresponding items as substitutes to the specified or approved equal items. Substitutes shall be listed as such, separately on the bid form, together with the price difference for those items which may be deducted from or added to his/her base bid.
- D. The item bid as a substitute does not imply equality with the specified item, and the Architect reserves the right to evaluate the substitute item after bidding.
- E. The entire cost of all changes of any type necessitated by the <u>substitute</u> item shall be borne by the contractor making the substitution.
- F. After contracts are signed, substitutions WILL NOT be allowed.

#### 7. SUBMISSION OF POST-BID INFORMATION

Before a contract is executed, the selected bidder shall supply the Architect with the following:

- A. A breakdown of the Contractor's bid sufficiently detailed to show costs of the various parts of the work.
- B. Any additional cost information indicated in the bid.
- C. Performance Bond, and Labor and Material Payment Bond, on the AIA Document A312.

#### NEW RESTROOM BUILDING FOR

### CITY OF GRAND ISLAND

Parks and Recreation Department

2103 WEST STOLLEY PARK ROAD GRAND ISLAND, NEBRASKA

## BID SPECIFICATIONS

JULY 19, 2013

WCA Architects Project No. 2013-09

I, Marvin Webb, am the Coordinating Professional on this City Parks Restroom project.

WEBB & COMPANY ARCHITECTS, INC

387 North Walnut Street Marvin Webb, AIA *Grand Island, NE 68801* 308/381-8013

#### MINIMUM BID SPECIFICATIONS

#### SECTION 01020 - GENERAL CONDITIONS

#### PART 1) - GENERAL

#### 1. SECTION REQUIREMENTS

- A. The "General Conditions of the Contract for Construction" AIA Document A201, 2007 Edition, All Articles inclusive, are hereby made a part of this Specification.
- B. Where any article is amended or superseded, the AIA provisions of that article not specifically amended or superseded shall remain in effect. Where any article is supplemented, that supplement shall be considered added thereto, and the article shall remain in effect. A copy of the article shall remain in effect. A copy of the General Conditions is available from the Architect upon request.

#### 2. SUPPLEMENTS AND DELETIONS TO THE GENERAL CONDITIONS

A. Article 3.5 "Warranty"

Add to subparagraph 3.5.1:

"The Contractor's guarantee shall be for a period of one (I) year after the date of Substantial Completion, except special guarantees as specified shall take precedence. Any parts found to be defective shall be replaced at the Contractor's expense. In the event that one or more of the defects mentioned above shall appear within the specified period, the owner shall have the right to continue to use or operate the defective part of the apparatus until the Contractor is able to make repairs or replacements, or until such time as it can be taken out of service without loss or inconvenience to the Owner.

B. Article 3.6 "Taxes"

Contractor shall NOT be required to pay any sales or use taxes. This project is tax exempt.

C. Article 3.7 "Permits, Fees and Notices" All work shall be in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations.

END OF SECTION 01020

#### SECTION 01040 - SPECIAL CONDITIONS

#### PART 2) - GENERAL

#### 1. SCOPE

A. It is the intent and purpose of these Specifications and the accompanying Drawings for the Contract to provide all work, supervision labor, materials, transportation, and any other services necessary to perform the General Construction for this building, complete in every detail, within the limits shown. Contractor shall examine the site and existing buildings, if any, and shall verify the scope of the work required.

#### 2. FEES AND PERMITS

B. The Contractor shall secure and pay for all permits and governmental fees as necessary for the completion of the work.

#### 3. EXAMINATION OF SITE

A. Contractor is requested to visit the site and location of existing buildings, if any, compare the Drawings and Specifications with any work in place, and inform himself/herself as to all conditions, including other work, if any, being performed. The data given herein and on the Drawings is as accurate as could be secured. Their absolute accuracy is not guaranteed as the Contractor shall obtain exact locations, measurements, levels, etc., at the site and shall satisfactorily adapt his/her work to actual conditions at the building.

#### 4. CHANGE ORDERS

A. Change orders shall be written in accordance with the AIA Document A201General Conditions, Article 7, Changes in the Work. The Contractor's letter of quotation for the requested or required change in the work shall include: A. Itemization of Labor and Material Costs of all aspects of the work whether credit or extra cost. B. Itemized quotations from subcontractors or suppliers for their portion of the work whether credit or extra cost and C. Contractors overhead and profit whether credit of extra cost.

#### 5. DRAWINGS AND SPECIFICATIONS

A. These Specifications are intended to supplement the Drawings. In case of disagreement between Drawings and Specifications or within either Drawings of Specifications, the better quality or greater quantity of work shall be estimated and the matter referred to the Architect for decision.

#### 6. SUBCONTRACTS

- A. Sections in these specifications conform roughly to customary trade practices. They are used for convenience only. The architect is not bound to define the limits of any subcontract.
- B. Each construction trade shall examine the Drawings and Specifications of other trades to determine their portion of work required for coordination and completion of all the work. No plea of ignorance of conditions that exist or may hereafter exist for failure to make necessary examinations will be accepted as an excuse for failure to complete the contract, or will be accepted as basis for claim of extra compensation.

#### 7. ARCHITECT'S OBSERVATION

- A. The Owner will observe the work through the Architect. The Architect's observation is for the purpose of assuring the Owner that Drawings and Specifications are being executed in accordance with the contract.
- B. The Architect will not be responsible for continuous full time observation. Nor is it incumbent on the Architect to give the Contractor early notices of faulty or inferior workmanship or materials.

#### 8. SHOP DRAWINGS

Contractor shall submit shop drawings where specified for Architect's review. Shop drawings will be submitted with a review submittal form, the same as the sample at the end of this section. Copies of shop drawings shall be as follows:

- A. Shop drawings larger than 8-1/2" x 14" shall be reproducible sepia for each drawing, maximum size 24" x 36". Notations of review will be made by the Architect/Engineer on the sepia. Prints will be made by the Architect for his records and the sepia will be returned to the Contractor. The Contractor shall make prints for distribution as he requires.
- B. Standard catalog data sheets and similar product brochures shall be submitted in quantities sufficient to permit the Architect, the Owner, and the Mechanical or Electrical Engineer (if applicable) to retain a copy of each sheet. Notations of review will be made on at least two such copies by the Architect/Engineer for the Contractors records. The Contractor shall copy or transfer information on copies for distribution as he requires.
- C. Shop drawings 8-1/2" x 14" or smaller shall be a copy for each sheet. Notations of review will be made by the Architect/Engineer on this sheet. Copies will be made by the Architect for his records and the original copy will be returned to the Contractor. The Contractor shall make copies for distribution as he requires.

By approving and submitting Shop Drawings, Product Data and Samples to the Architect/Engineer, the Contractor represents that they have determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he/she has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents.

The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's review of shop drawings, unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given a written review of the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the shop drawings, product data or samples by the Architect's review thereof.

#### 9. MATERIALS FOR THE PROJECT

Material and equipment specified to be one of two or more equally accepted makes or types, may be of any one of the makes or types mentioned but shall be one make or type throughout the work. Materials and equipment specified to be of a certain make or type shall be of the make and type specifically mentioned, unless written approval of proposed substitution for material obtained from the Architect.

Unless otherwise specified or shown, all materials shall be new and previously unused. All manufactured products as specified shall be manufactured to meet all applicable State and Local Building and/or Fire Codes.

Whenever in these Specifications an article, device or piece of equipment is referred to in the singular number, such reference shall apply to as many such articles as are shown on the Drawings or required to complete the installation.

No asbestos containing materials will be allowed for use in this project. Material suppliers shall be capable of providing certification upon request that their materials are free of asbestos. If a material specified herein is known or found to contain asbestos, the Architect shall be notified immediately and the material will not be accepted for use on this project. If any material containing asbestos is installed in this project, it shall be appropriately removed and disposed of and replaced with asbestos free materials at the Contractors expense.

#### 10. DELIVERY AND STORAGE OF MATERIALS

- A. Each Contractor shall make his/her own provision for the delivery and safe storage of his/her materials and shall make the required arrangements with the Contractors for the introduction into the building of equipment too large to pass through finished openings. Materials shall be delivered at such stages of the work as will expedite the work as a whole and shall be marked and stored in such a way as to be easily checked and inspected.
- B. Contractor shall be responsible for adequately protecting all utilities, supplies, and equipment for the work during cold weather. All items subject to cold weather damage shall be protected by covering, insulating, or storing in heated space.

#### 11. CONSTRUCTION SIGN – NOT USED

#### 12. SIGNS AND ADVERTISING

Signs advertising materials of subcontractors WILL NOT be allowed.

#### 13. TEMPORARY FIELD OFFICE - NOT USED

#### 14. TEMPORARY HEAT - NOT USED

#### 15. TEMPORARY UTILITIES

- A. General Contractor shall make arrangement for and furnish, at his/her own expense; all water, electricity, telephone, and other utilities necessary for construction purposes.
- B. Temporary wiring: The Electrical Contractor shall provide temporary connections for fan motors, oil burners, etc., when heat or ventilation is required during the course of construction of the building.
- C. The Electrical Contractor shall also provide temporary power and lighting facilities to include the following:
  - (1) Approve service connections and metal installation from the nearest power lines to the job site.
  - (2) The General Contractor shall pay for all current used by Contractors for temporary light and power.

#### 16. TEMPORARY TOILETS

A. General Contractor shall provide and maintain temporary toilets as necessary for use of workers. Locate toilets where directed. Remove temporary toilets when the construction has progressed to a point when the new building toilets are in operation and can be used by the workers. Keep toilets in sanitary condition.

#### 17. ELECTRICAL

- A. Each contractor shall furnish all equipment pertaining to their work, including motors, relays, control devices, etc. The Electrical Contractor shall furnish and install all disconnect switches and motor starters except those in "Pre-Wired" or "Packaged" units. Multi-speed starters shall be furnished by the Contractor supplying the equipment to be controlled.
- B. Each contractor shall install motors pertaining to their work and all equipment except those requiring only line voltage connections. These items shall be installed and connected by the Electrical Contractor.
- C. Each contractor shall complete wiring and control diagram for Architect's review and be responsible for proper operation. Wiring shall be in accordance with the Drawings and Specifications and per reviewed wiring diagrams. The Electrical Contractor shall be responsible for proper overload protection for all motors.
- D. Prior to submitting their bid, the Electrical Contractor shall examine the general and mechanical Drawings and Specifications to clarify the extent of their work.

#### 18. LAYING OUT WORK

A. Contractor shall, immediately upon entering the project site for the purpose of beginning work, locate all general reference points and take such actions as is necessary to prevent their destruction; lay out their own work and be responsible for all lines, elevations and measurements of building, paving, utilities and other work executed by them under the contract. Contractor must exercise proper precaution to verify figures shown on the Drawings before laying out work and will be held responsible for any errors resulting from their failure to exercise such precaution.

#### 19. MISCELLANEOUS

- A. Each contractor shall be responsible for the various hangers, sleeves, openings, anchorage, fittings, and other things necessary to the accomplishment of the work.
- B. Each contractor shall be responsible for such excavation and backfilling as he shall require. Backfill, which settles, shall be taken out and recompacted at no cost to the Owner.
- C. Where work is performed in an existing building, the Mechanical and Electrical Contractors shall provide all cutting and patching ready for paint as required for their work, unless otherwise noted.

#### 20. EQUIPMENT AND CONSTRUCTION METHODS

A. The Contractor shall be responsible for the equipment and methods used in the erection of their work covered by the contract, but the Owner reserves the right to approve such equipment and methods.

- B. If at any time, the Contractor's methods or equipment appear to the Architect and Owner to be inefficient or inadequate for the quality of the work, or the rate of progress required, the Contractor shall, if directed by the Architect, correct such inefficient, or inadequate conditions to the satisfaction of the Architect and Owner.
- C. The failure of the Architect to make such demand shall not relieve the Contractor of their obligation to secure the quality, the safe conduct of the work, and the rate of progress required by the contract. The Contractor alone is responsible for the safety, efficiency and adequacy of their plant, appliance and methods.
- D. Workmanship shall be of the best quality. The appearance of finished work shall be of equal importance with its mechanical efficiency. No makeshifts will be permitted anywhere in the work, and all portions of the work shall be so laid out and installed that the work as a whole is of uniform quality and appearance.
- E. All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturers, unless otherwise provided by the Contract Documents.

#### 21. CONSTRUCTION SITE MAINTENANCE

- A. The Contractor shall maintain all areas of the site and of the building free from hazardous or obstructive rubbish and debris, due to performance of the work during construction. A standard construction fence shall be erected around the construction limits and shall be maintained until all hazardous operations are complete. Construction debris shall be collected in a location suitably fenced off to prevent windblown debris. Debris shall be periodically removed from the site. No burning of trash shall be allowed on the site.
- B. Wind and water erosion control (as required) as it effects the building operations and neighboring property owners shall be the responsibility of the general contractor. The contractor shall conduct appropriate temporary grading, temporary seeding and watering of exposed ground to prevent objectionable wind erosion and water run-off.
- C. Before final acceptance of the building projects, the walks, drives and building grounds shall be flushed clean, and all rubbish removed from the site.

#### 22. HOUSEKEEPING

- A. When finish work such as flooring, ceilings and wall finishes commences, the Contractor shall remove all rubbish and debris from the building and shall maintain the rooms clean and acceptable for finish operations.
- B. Before final acceptance of the building, all rooms shall be cleaned suitable for the intended occupancy. Cleaning shall include but not be limited to; washing windows, dusting shelves, fixtures and equipment, mopping floors, vacuuming carpet, and removal of surplus building materials and containers.

#### 23. PROTECTION OF PRESENT BUILDING - NOT USED

#### 24. OWNER'S USE OF PRESENT BUILDING - NOT USED

#### 25. COORDINATION MEETINGS

A. There will be monthly coordination meetings to review progress of the project. Meetings will be attended by representatives from the Owner, the General Contractor, the Mechanical Contractor, the Electrical Contractor and the Architect. Other subcontractors or subcontractor's representatives will attend as required by the progress of the work and/or as required for coordination. Time and date will be set by the parties involved.

#### 26. "RECORD" DRAWINGS

A. The Contractor shall maintain at the construction site, one complete set of Drawings suitably marked to show all deviations from the original set of Drawings and other information as specified. Supplementary sketches shall be included, to clearly indicate the work in place. The General Contractor shall red-line and mark two (2) sets of "Record" prints when the project is complete. Both sets shall be turned over to the Owner. These shall include Specifications books complete with any Addenda.

#### 27. JOB CLOSEOUT SUBMITTALS

A dollar amount of retainage will be held until all job closeout items are submitted to the Architect. The dollar amount will be determined by the Architect and based on the amount of work to be completed on the final punchlist and the job closeout submittals.

At completion of the job, prior to final payment, the Contractor shall submit the following:

#### A. GENERAL

- (1) Written twelve (12) month guarantee from date of Substantial Completion for all parts of the work. Special guarantees as specified shall be submitted separately.
- (2) Certification that the Performance Bond is in effect for the guarantee period.
- (3) Certification that all labor and materials used in the project have been paid for in full and that there are no liens outstanding (AIA Document G706). Provide waivers of lien from subcontractors and suppliers on AIA Document G706A.

#### (4) Not Used

- (5) Final application for payment (G702/G703) and Consent of Surety for Final Payment (AIA Document G707).
- (6) Certification that all work has been completed in accordance with the Contact Documents including the specific items noted on the Punch List(s) made during the final inspection(s) of the building.
- (7) Two (2)sets of "Record Drawings and Record Specifications".
- (8) Certification that the finish hardware has been keyed per the Owner's requirements and has been inspected and adjusted for proper operation and that the Owner has received instructions on the operation and maintenance as specified.

#### (9) Not Used

(10) Certification that no asbestos containing materials have been installed in this project.

#### B. MECHANICAL (As applicable to Project)

(1) Certification that the domestic cold water system has received proper sterilization.

#### C. ELECTRICAL

(1) Certification that all electrical systems have been tested and adjusted.

#### 28. <u>ASBESTOS DISCOVERY</u>

If, during the course of his/her work, the Contractor observes the existence of asbestos, or asbestos-bearing materials, the Contractor shall immediately terminate further work on the project and notify the Owner of the condition. The owner will, after consultation with the Architect, determine a further course of action.

END OF SECTION 01040

#### SHOP DRAWING REVIEW

387 North	to: Company Architects Walnut Street nd, NE 68801-4513		Date	o:	
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Reviewed By: \_\_\_\_\_

Date: \_