

**FY2021
PARKS DEPARTMENT
CITY OF MUNCIE**

**BID PACKET
For
HALTEMAN PARK– SPLASH PAD**

BID DUE DATE: Wednesday, May 5, 2021



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Bidder Registration

Bidder Registration

Company Name

Company Agent

First	Last
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This will be the contact person for the project.

Company Address

City	State	Zip Code
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Email

Phone

This is where addendum and other communications regarding this project will be sent.

Name of project your firm is bidding:

Bid Date

Be specific.

INSTRUCTIONS: You may fill this form and email (bking@cityofmuncie.com) or fax (765-747-4898) it to Brad King.

You may send the information requested on this form to Brad King in an email or fax.

Or you may complete the form electronically at:

<https://www.cognitofrms.com/CityOfMuncie/BidderRegistration>

NOTICE TO BIDDERS

The Parks Department for the City of Muncie (CD) is seeking bids for the installation of a splash pad at Halteman Park, 4205 N Lancaster Dr., Muncie, Indiana. All the necessary tools and materials are part of the project and to be provided by the Contractor.

Bidders MUST complete the Bidder Registration on page 4 of the bid packet and submit it to cityengineer@cityofmuncie.com or complete and submit it on the [Community Development Department Webpage](#).

Bid proposals must be submitted as described below in a sealed, opaque envelope marked with the bidder's name, address and telephone number and bearing the following caption: *Bid for:* Halteman PARK – SPLASH PAD *Bid Opening Date:* Wednesday, May 5, 2021.

Bid responses must be filed on the Bid Due Date indicated below for each separate project in the office of the City Clerk, 300 N. High St., Muncie, IN by 8:45 AM and will be opened by the Board of Public Works and Safety on the dates listed below at 9:00 AM on Wednesday, May 5, 2021. Bid responses may be held by the Board of Works for a period not to exceed sixty (60) days. No bidder may withdraw his/her bid for a period of sixty days after date set for opening of bids. The Board of Works has the right to reject any and all bid responses.

Proposals shall be properly and completely executed on the proposal forms furnished by the Parks Department. Bid packets, including federal requirements, instructions to bidders, sample contract and bid forms, are available at the city's website located at www.cityofmuncie.com.

INSTRUCTIONS TO BIDDERS

ARTICLE 1. Definitions

Whenever the words hereinafter or pronouns used in their stead occur in these documents, they shall have the meaning herein given:

"Owner" shall mean the municipality, person, firm or corporation as specified in the Advertisements for Bids, for whom the work is to be done.

"Contractor" shall mean the person, firm or corporation entering into a contract with Owner to construct and complete the work herein specified, set out and shown.

"Subcontractor" shall mean a person, firm or corporation other than the Contractor supplying labor and materials or labor for work at the site of the project.

"Project Supervisor" or **"Supervisor"** shall be the Supervisors who are designated by the Owner for the work, or their duly authorized agents.

"Inspector" shall be the person who is the designated representative of the Project Supervisor and who is in charge of the inspection of the work.

"Specifications" shall include the general conditions, detail specifications, diagrams, plans and drawings.

"Contract" shall include the entire component parts of the Contract as well as the plans, drawings, wage determinations and federal requirements referred to herein.

ARTICLE 2. Receipt and Opening of Bids

- 2.1 The Office of Community Development (herein called the "Owner") invites bid proposals for the furnishings of all labor and materials as called for in drawings and specifications.
- 2.2 Potential bidders must complete the form "[Bidder Registration](#)" found on [Community Development's webpage](#). This is the only way to receive addenda and other communications regarding this project.
- 2.3 Bid proposals shall be submitted to the City Clerk's Office, City Hall, 300 North Street, Muncie, Indiana, on or before the date and time called for in the "Notice to Bidders".
- 2.4 Strict compliance will be complied with the requirements of these "Instructions to Bidders", and the instructions on the document forms. All blanks of the bid forms must be appropriately filled in.

ARTICLE 3. Preparation of the Bid Proposal

- 3.1 The bid proposal shall be submitted on forms that will be furnished by the Owner. The bidder shall fill in the lump sum base bid for the purpose of determining the best and lowest bid and the unit price bid amount in the event of additional work being required. These unit prices shall be used to determine the costs for changes in the work agreed to and authorized by the Owner.
- 3.2 Amounts shall be written with ink or typewritten in words and figures, if required. Should there be any discrepancies between words and figures indicating any amount in proposal, amount written in words shall prevail. Bids written in pencil will not be accepted.

- 3.3 Spaces for amount of bids not bid upon shall be filled with "NO BID" so that all blanks are filled.
- 3.4 The following documents and information shall constitute a Contractor's bid proposal and are to be properly executed and submitted in this order:
- A. Bid Sheet, properly executed and completed
 - B. Request for Sub-Contractor(s), if any
 - H. **State Board of Accounts form 96 (rev. 2000)**
 - I. A bid of \$75,000.00 or more shall be accompanied by 5% Bid Security
 - J. Certificate of Insurance
 - K. Proof of Indiana Secretary of State filing and good standing
 - L. Employer Identification Number
 - M. DUNS Number
- 3.5 The bid proposal shall be enclosed in a sealed opaque envelope, properly marked with the name of the company of the bidder and bearing the following caption:
- Bid of: (Name of Firm)
Bid for: (Name of Project)
(Date)

ARTICLE 4. Signature of Bidders

- 4.1 Any bid not signed by the individual making same shall have attached to it a "Power of Attorney," evidencing authority to sign bid name of person for whom it is signed.
- 4.2 Any bid proposal signed for a partnership shall be signed by all partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to bid a "Power of Attorney," evidencing authority to sign bids, executed by the partners.
- 4.3 Any bid proposal submitted by a corporation shall have correct corporate name and the signature of the President (or other authorized officer of the corporation) and Secretary, manually written below corporate name, following the word "by" and shall have affixed the corporate seal.
- 4.4 Limited or qualified bid proposals will not be accepted.

ARTICLE 5. Bidder to Examine Site

All bidders shall examine the Contract Documents and construction site to acquaint themselves with the conditions under which the work is to be performed, and the existence of the obstacles which may be encountered, (above and underground) and all other relevant matters concerning work to be performed. The successful bidder will not be allowed any extra compensation by reason of any matter or thing concerning which said bidder might have fully acquainted himself because of his failure to have so acquainted himself prior to the bidding.

ARTICLE 6. Questions

All inquiries pertaining to Contract Documents shall be made to the Department, Project Inspector, or Project Supervisor. If any person submitting a bid proposal for work is in doubt as to true meaning of any part of Contract Documents, he may submit to the Department, Project Supervisor, or the designated inspector, a written request for an interpretation. Any interpretation of such Contract Documents will be made to addendum issued.

Addendum issued by the Department or the Project Supervisor during time of bidding, but not later than four (4) days before bidding time, shall be mailed or delivered to each person receiving a set of Contract Documents, and to such other prospective Bidders who shall have requested that they be furnished with a copy. All addenda shall be noted and dated in the Bid Proposal Form, and in closing the Contract, shall become a part thereof.

ARTICLE 7. Withdrawal of Bid Proposal

Any bidder may withdraw his bid proposal at any time until scheduled time for receipt of bid proposals. No bid proposal shall be withdrawn after scheduled time for receipt of bid proposals without consent of Owner for a period of 60 days.

ARTICLE 8. Award of Contract - Rejection of Bids

- 8.1 The Owner intends not to award the Contract to any bidder who does not furnish satisfactory evidence that he has the ability and experience in this class of work, and that he has sufficient capital and plant to enable him to procure the same successfully and to complete the work in the time named in the proposal. The Board reserves the right to reject any and all bids.
- 8.2 The award of Contract will be made to the lowest and/or best bidder in accordance with the requirements of city ordinance and state code.
- 8.3 The Contract shall be deemed as having been awarded when the Owner has officially acknowledged award of the Contract.
- 8.4 The Owner reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejections or waiver is in the interest of the Owner.

ARTICLE 9. Execution of Contract - Performance and Payment Bond

The successful bidder will be notified and required to attend a Pre-Construction Conference where the Contract shall be executed. Prior to executing the Contract, however, the successful bidder shall submit the following documents which will become a part of the Contract Documents. Should the successful bidder fail to produce the following documents, he shall forfeit his right to form a contract with the Owner.

- 9.1 Current Certificate of Insurance (see Article 10 for insurance requirements)
- 9.2 Contracts awarded in excess of \$75,000.00 shall automatically require a One Year Performance and Payment Bond which shall be delivered by the successful bidder to the Owner at the Pre-Construction Conference. Upon execution of the Contract, the Bid Security shall be returned.

ARTICLE 10. Insurance and Legal Responsibility

- 10.1 The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by each Subcontractor. The Contractor or Insurance Company shall furnish proof that said insurance company is bondable.
- 10.2 The type of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be Workmen's Compensation Insurance, Comprehensive General Liability Insurance, and Builder's Risk "All-Risk" Insurance (see 10.4).
- 10.3 The Contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance with limits of \$100,000/\$300,000 to the City of Muncie, Contractor or his Sub-Contractor against claims for injury to death of one or more persons due to fire, explosion and all other accidents which may occur or result from operations under the Contract on or off the premises. Such insurance shall cover the use of all equipment, hoists, and motor vehicles on the site or going to and from the site.
- 10.4 The Contractor shall furnish evidence of Insurance providing the following coverages and limits:

Coverage	Limits
Comprehensive General Liabilities (Including Contractual)	\$500,000 each person \$500,000 each accident \$1,000,000 aggregate
Property Damage	\$500,000 each person \$1,000,000 aggregate Or \$500,000 CSL Bodily Injury And Property Damage
Workmen's Compensation	Statutory
Employer's Liability	\$250,000
Automobile Liability/Bodily Injury	\$500,000 each person \$500,000 each accident
Umbrella	\$1,000,000

In addition, the Contractor's insurance shall name the City as an additional insured and shall hold the City harmless.

ARTICLE 11. Notice to Proceed

Contractor shall commence work immediately following the receipt of Notice to Proceed. The work of the Contract shall be completed within the period of time indicated in the Contract.

ARTICLE 12. Tax Exemptions

No state sales tax is due or payable on any material furnished to the project. A Sales Tax Exemption form will be furnished by the Department upon request.

ARTICLE 13. Unavailability of Materials

- 13.1 Bids must be based on the use of materials specified, subject to the provisions of any addenda issued. If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacturer or use, or because the supply situation in the general market for such materials or equipment is affected, the Contractor shall offer substitutes therefore. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the project inspector.
- 13.2 No consideration will be given to the use of substitutes on account of market conditions, unless the Contractor demonstrates that for the item in question, he placed his order and submitted shop drawings without delay; that he has shown due diligence in attempting to locate the item as specified; and that the unavailability is due to market conditions in general throughout the particular industry.
- 13.3 If substitutes are used in the work, the compensations to be paid the Contractor shall be subject to review and adjustment. As a general principle, if the Project Inspector shall determine that the substitute will be less satisfactory, the Contractor shall allow a credit to the Owner. Only under unusual circumstances shall there be an increase in compensation to the Contractor. Adjustments will be based on the cost of the appropriate items at the time the bids were opened.

ARTICLE 14. Change in Scope of Project

The Owner reserves the right to re-bid any portion of this project when alterations of design or the scope of the work is expanded to such a degree that additional costs are anticipated to exceed 10% of the Contract amount.

ARTICLE 15. Change Orders

No change order will be recognized without prior approval of the Owner. If the Contractor performs any work prior to receiving approval of the Owner, any such work will be at his own expense, and the Owner shall not consider any request for reimbursement.

ARTICLE 16. Right of Access

The bidder, if awarded the Contract for this project, agrees that the representatives of the City, the State of Indiana, and all other regulatory agencies will have access to the work whenever it is in preparation or progress, and that the Contractor will provide facilities for such access and inspections.

ARTICLE 17. Night and Weekend Work

No night or weekend work (Saturday and Sunday) requiring the presence of a Project Supervisor Inspector will be permitted except in case of emergency, and then only to such extent as it is absolutely necessary, and with written approval of the Project Supervisor.

ARTICLE 18. Safety and Health Regulations

The successful bidder shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29 Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction."

ARTICLE 19. Suspension of Work by Owner

The Project Supervisor or Inspector shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary due to unsuitable weather or such other conditions as are considered detrimental to carrying out the provisions of the Contract. Additionally, the work or any portion thereof may be suspended at any time at the discretion of the Project Supervisor or Project Inspector. This stop order will be followed by written notice and reason for the stoppage.

ARTICLE 20. General Contractor's Liability

Liability of Contractor for Employees: Each and every employee of the Contractor and each and every one of his Sub-contractors engaged in the said work shall for all purposes be deemed and taken to the exclusive servants of the Contractor and not for any purpose or in any manner be relieved from responsibility or liabilities on account of any fault or delay in the execution of the said work, or any part thereof, by any such employee, or any such Subcontractor, or any material men whatsoever.

ARTICLE 21. Intent of the Contract Documents

- 21.1 The Contract Documents, Specifications, and Instructions to Bidders are complementary and what is called for by one shall be as binding as if called for by all. The intention of the Contract Documents is to include in the Contract price of all labor and materials, water, fuel, tools, plants, equipment, light, transportation and all other expenses as may be necessary for the proper execution of the work.
- 21.2 In interpreting the Contract Documents, words describing material or work which have well known technical or trade meanings unless otherwise specifically defined in the Contract Documents shall be construed in accordance and with such well known meanings recognized by registered engineers and the trade.

ARTICLE 22. Compliance with the Law

The Contractor shall give all notices, pay all fees, and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work.

ARTICLE 23. Public Rights-of-Way

In public thoroughfares, all operations of the Contractor, including those of temporary nature, must be confined within the applicable right-of-way limits. If the methods of construction employed by the Contractor are such as to require the use of land beyond the public thoroughfares, he shall make his own agreements with the property owners affected for the use of such additional land. The City Engineering Department shall be notified of any agreements for additional land use, and a copy of said agreements shall be provided to the Engineer upon request.

ARTICLE 24. Existing Utilities

All existing public and private utility systems which conflict with the construction of the work herein described shall be relocated or temporarily removed and replaced as required. Such relocating or temporary removal and replacement shall be accomplished at the expense of the Contractor and the work shall be done by the public or private utility unless the utility approves in writing that the work may be done by the Contractor.

ARTICLE 25. Utility Protection

Public and private utilities: It shall be the duty of the Contractor to make final and exact determination of the location and extent of all utilities and he will be liable for any expense resulting from damage to them.

ARTICLE 26. Interference with and Protection of Streets

- 26.1 The Contractor shall not close any portion of a street, road, or private way without obtaining permits therefore from the proper authorities and without notifying the Police Department, Fire Department, Hospitals, Ambulance Services, etc., at least seventy-two (72) hours prior to the closing. If any street or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the City Engineer.
- 26.2 Streets, roads, private ways, walks, and alleys shall be maintained passable by the Contractor at his expense, and the Contractor shall assume full responsibility for the adequacy and safety of provisions made.
- 26.3 Where construction necessitates the temporary removal of mailboxes used by the U.S. Postal Service, said mailboxes shall be replaced within twenty-four (24) hours after filling in excavated or disturbed areas to an equal or better condition to the satisfaction of the City Engineer.

ARTICLE 27. Protection to Property

Materials delivered shall be neatly, safely and compactly piled up along the sides of the roadway in which the improvements are located or adjacent thereto, as the Engineer may direct in such a manner as to cause the least inconvenience and damage to property and to the general public, and not within fifteen (15) feet of any fire hydrant. Public and private drives, street crossings, and walkways shall be kept open to the greatest degree possible.

ARTICLE 28. Barricades

The Contractor shall provide adequate signs, barricades, warning lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All

barricades and obstructions shall be protected at night by suitable signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist. A snow fence shall be placed around all excavation at night and any time no one is working at the site.

ARTICLE 29. Public Convenience

The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and residents in the vicinity of the work, and to ensure the protection of person and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times.

CONSTRUCTION CONTRACT

PROJECT TITLE

This Contract made this ____ day of ____, 20__ by and between the Parks Department, City of Muncie, Indiana, (hereinafter referred to as the "Owner"), _____, and _____, (hereinafter referred to as the "Contractor").

WITNESSETH

That for and in consideration of the mutual covenants herewith enumerated, the Owner does hereby hire and employ the Contractor to furnish all materials, equipment and labor necessary to fully perform, and complete the construction described as follows:

AS PER SPECIFICATIONS

Construction will be performed according to the plans, standard specifications, drawings and any additional specifications which are on file in the Parks Department, City of Muncie and will also reflect any supplemental, general, or special provisions either set out or referred to in the Contractor's bid proposal to the Owner. The Contractor will be paid upon completion of this work, when done to these specifications. Instructions to Bidders and provisions referred to herein are made a part of this Contract the same as herein fully set forth. The Owner and Contractor expressly agree that Owner shall have full authority to directly enforce the terms and conditions of this Contract for and on behalf of the Owner. Additionally, they agree that Owner shall possess each and every right afforded to the Owner by this Contract, as well as any other right specifically provided herein.

CONTRACT DOCUMENTS AND SPECIFICATIONS

Work to be performed shall be in accordance with drawings and specifications included with this bid packet and prepared by the Department of Community Development or their duly authorized architect(s) or engineer(s).

SPECIFICATIONS / SUMMARY OF WORK

The detailed project scope of work and specifications are included in ATTACHMENT __.

ARTICLE 1. Compensation

The Owner agrees to pay to the Contractor the sum of \$_____ () based on the estimate unit quantities at the specified unit prices stated on the Contractor's attached proposal. The Contractor's attention is drawn to the fact that the estimate of quantities of work to be done and materials to be furnished as shown on the proposal form is approximate, and is given only as a basis of calculation upon which the award of the contract is made. Final contract amount will be determined by actual measured quantities of work in place by a duly authorized representative of

the Engineering Department. The Contractor shall not plead misunderstanding or deception because of these quantities, or because of the character, location, or other conditions pertaining thereto. Actual quantities paid for will be at the contract unit price or prices; or otherwise as agreed upon by the Contractor or the Owner. The right is reserved for the Owner to increase or decrease any or all of the above-mentioned quantities of work or to omit certain quantities, as it may deem necessary.

ARTICLE 2. Time of Performance

The Contractor hereby agrees to commence work under this Contract within 30 days following the signing of this contract. Starting from the date of such conference, the Contractor has 30 days in order to complete the project and to remove all surplus materials and other clean-up work as so ordered by the Department.

ARTICLE 3. Contract Security

Contract Security on this contract will consist of material and payment bond. On Contracts exceeding \$75,000.00 the Contractor shall furnish a performance bond in an amount of 100% of the Contract Price as security for faithful performance of the contract for a period of one year. Such security must be furnished at the Pre-Construction Conference.

ARTICLE 4. Insurance

The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance shall name the City as an additional named insured with regard to the operation(s) being performed, and insert a clause holding the City harmless. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by each Subcontractor. The Contractor shall furnish evidence of Insurance providing the following coverage and limits:

Coverage	Limits
Comprehensive General Liabilities (Including Contractual)	\$500,000 each person \$500,000 each accident \$1,000,000 aggregate
Property Damage	\$500,000 each person \$1,000,000 aggregate Or \$500,000 CSL Bodily Injury & Property Damage
Workmen's Compensation	Statutory
Employer's Liability	\$250,000.00
Automobile Liability/Bodily Injury	\$500,000 each person \$500,000 each accident

Excess (Umbrella) \$1,000,000

The Contractor and Subcontractor(s) are required to maintain the above insurance requirement until the project is completed and final payment is issued.

ARTICLE 5. Termination for Default or Convenience

5.1 The Department may terminate this Contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract close-out costs and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid to the Owner. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the Owner directs. The parties agree that the Owner shall not be liable for the cost of the Contractor doing business, his overhead, or salaries if this Contract is terminated.

5.2 If the Contractor fails to perform in the manner called for in this Contract, or if the Contractor fails to comply with any other provisions of this Contract, the Department may terminate this Contract for default. Termination shall be effected by serving a "Notice of Termination" on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for services performed in accordance with the manner of performance set forth in this Contract.

5.3 In the event of a strike, fire, flood, or events which are not the fault of the Contractor, or events that make it impossible or impractical for the Contractor to complete said work on schedule, the Department, after setting up a new performance schedule, may allow the Contractor to continue work, or may treat the said events as a termination for convenience.

ARTICLE 6. Responsibility for Damage Claims

The Contractor shall save and hold harmless the City and its officers, agents and employees from and against all suits or claims that may be based upon alleged injury to any person or property that may occur, or may be alleged to have occurred, in the course of the performance of this Contract by the Contractor, whether such claims shall be made by an employee of the Contractor; and the charges of attorneys and all other costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the City or any of its officers, and expenses, satisfy and discharge the same.

ARTICLE 7. Removal of Defective and Unauthorized Work

7.1 **Defective Work** - Whenever inspections show that portions of the work were not constructed in compliance with the terms of this Contract or specifications, the Owner will require the Contractor to remove and replace such portions, and any expense incurred by such correction will be borne by the Contractor.

7.2 **Unauthorized Work** - Work done beyond the plans or as otherwise given, will be considered unauthorized and at the expense of the Contractor, and will not be paid for by the Owner. Work so done may be ordered removed and replaced at the Contractor's expense. Should the Contractor fail to remove or renew defective material or work, or unauthorized work,

1 within the time specified, the Owner shall have authority to cause such work to be done at
2 the Contractor's expense, or to default this Contract.
3

4 **ARTICLE 12. Workmanship**

5 Contractor shall have competent supervision on the job at all times to direct the work. The
6 construction methods used and workmanship performed shall conform to the best-accepted
7 practice and specification for the work to be performed.
8

9 **ARTICLE 13. Protection of Work and Safety Measures**

10 Contractor shall use care and diligence and shall see that all work performed shall at all times be
11 guarded and protected from any and all loss or damage until the work done is accepted by the Owner.
12 Any loss of or damage to the work performed prior to its acceptance by the Owner due to
13 Contractor's failure to properly guard or protect such work shall be made good by Contractor at his
14 own expense.
15

16 **ARTICLE 14. Percentage of Work to be performed by Prime Contractor**

17 At least 51% of this Contract must be performed by the Prime Contractor with whom this Contract
18 is made.
19

20 **ARTICLE 15. Warranty of Construction**

21 In addition to any other warranties set out elsewhere in this Contract, the Contractor warrants that
22 the work performed under this Contract conforms to the Contract requirements and is free of any
23 defect of equipment, material, or design furnished, or workmanship performed by the Contractor or
24 any of his subcontractors or suppliers at any tier. Such warranty shall continue for a period of one
25 year from the date of final acceptance of the work, but with respect to any part of the work of which
26 the Owner takes possession and use, such warranty shall start on the date of possession. Under this
27 warranty, the Contractor shall remedy at his own expense any such failure to conform to Contract
28 requirements or any such defect of equipment, material, workmanship or terms of this clause. The
29 Contractor's warranty with respect to work repaired or replaced hereunder will run for one year from
30 the date of such repair or replacement.

31 15.1 The Owner shall notify the Contractor in writing within a reasonable time after the discovery
32 of any failure, defect, or damage.

33 15.2 Should the Contractor fail to remedy any failure, defect or damage described in Article 10
34 within a reasonable time (as determined by the Owner) after receipt of notice thereof, the
35 Owner shall have the right to replace, repair, or otherwise remedy such failure, defect, or
36 damage at the Contractor's expense and to recover such cost from the Contractor.

37 15.3 In addition to the other rights and remedies provided by this clause, all subcontractor,
38 manufacturer and supplier warranties, expressed or implied, respecting any work and/or
39 materials shall, at the direction of the Owner, be enforced by the Contractor for the benefit of
40 the Owner. In such case, if the Contractor's warranty under Article 7 above should expire prior
41 to the extended warranties, the Contractor shall execute such warranties with the Owner and
42 its successors named in the warranty provisions.

1 15.4 Notwithstanding any other provision of this clause, unless such a defect is caused by the
2 negligence of the Contractor or his subcontractors or suppliers at any tier, the Contractor
3 shall not be liable for the repair or any damage which results from such defect in Owner-
4 furnished material or design.

5 15.5 The Warranty specified herein shall not limit the Owner's rights under this Contract with
6 respect to latent defects, gross mistake or fraud.
7

8 **ARTICLE 16. Contract Documentation**

9 The Contractor shall furnish upon request, any documentation relating to his performing as a
10 Contractor or Subcontractor under this Contract. The requested information may be, but is not
11 limited to the following: payroll records, material invoices, subcontract agreements with pertinent
12 attachments, and Section 3 Compliance documentation.
13
14

ACKNOWLEDGMENT

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

MUNICIPALITY

Name: _____

Title: _____

Department: _____

Signature: _____

Date: _____

SUBRECIPIENT

Name: _____

Title: _____

Organization: _____

Signature: _____

Date: _____

CONTRACTOR

Name: _____

Title: _____

Company: _____

Signature: _____

Date: _____

BOARD OF PUBLIC WORKS AND SAFETY

Name: _____

Title: President

Signature: _____

Date: _____

Name: _____

Title: Vice President

Signature: _____

Date: _____

Name: _____

Title: Secretary

Signature: _____

Date: _____

SCOPE OF WORK

Overview

The City of Muncie, in an effort to provide a variety of recreational activities to its citizens, is seeking proposals for the design and construction of a Splash Pad at Halteman Park located in the 4205 N Lancaster Dr., Muncie, IN 47304.

Project Scope Statement

This Request for Proposal consists of the design, supply and installation of splash pad. In conjunction with the Splash Pad, City of Muncie is contracting separately for the site work (rough prep for Splash Pad) and (restrooms) structure to augment the Splash Park. The separate contract will include the provision of utilities to within ten (10) feet of the designated connection points for the Splash Pad.

General

Proposals will be expected to provide conceptual and detailed design, supply and installation of splash pad equipment as necessary for the complete functioning of the splash pad system. In addition, it is required that incidental and minor items, specified or implied by the nature of this type of work, be completed within the Proposer's scope of work. A high degree of coordination between the successful Proposer and City of Muncie will be required.

Project Contact

The Proposer shall direct any and all questions relating to this quote via email no later than two (2) business days prior to the closing date. Should any error, ambiguity, divergence, omission, oversight, contradiction, or item subject to interpretation be identified in this request for quotes, the Proposer shall, as it is discovered, notify the Project Manager, via email, requesting instruction, decision, direction or clarification of the same.

The Project Manager's email address is: cityengineer@cityofmuncie.com

Location and Design

The Halteman Park is centrally located and can be easily accessed by both residents and visitors. The existing services and amenities in the park include two volleyball courts and a swimming pool.

Proposers are encouraged to familiarize themselves with proposed location and the surrounding neighborhood context. Designs should note the aesthetic environment of the park and reference in the overall design approach as submitted in their proposal.

The splash pad must be designed with the following operational system:

Flow-Through-no dichlorination unit to be utilized. Water to be discharged to the closest storm sewer manhole into municipal water system. (Refer to drawings) 2" waterline compatible.

Re-circulating splash pad system are not acceptable. Significant emphasis should be placed on water conservation measures.

Play Zone – General

This area shall be designated for the demographics as determined by the Proposer. At a minimum, 2-5 year old and 6-12 year old cohorts should be considered.

The splash pad must be operable "on-demand" during established operating times by means of accessible above-grade push buttons on a weather and vandal-resistant activator. At-grade activators are not acceptable.

The controller shall be programmed with an automated sequencing of water features that is initiated by the activator. Each sequence shall include a minimum of two (2) minutes of features control or shall involve multiple water elements. Programming shall be completed by the Proposer.

Project Requirements and Specifications - General

Proposer scope of services shall include, and be in accordance with:

- a) Meeting with Owner to discuss design details and secure final design approval within the submitted budget;
- b) Supply a list of component parts and replacement costs; and
- c) Provide complete set of "As-Built" drawings (CAD file and PDF version), an Operational and Maintenance manual for approval by the Owner, prior to release of final payment.

Part 1: GENERAL CLAUSES

The aquatic play products shall be suitable for installation in municipal and commercial aquatic facilities and public play areas.

Products shall be specifically designed for the use by children, adults, and follow the ASTM F2461-09 norm. In addition, products shall be manufactured by a company that has at least five (5) years of experience in the design and engineering of children's aquatic play areas.

Any aquatic play product belonging to a new product line or series should demonstrate meeting the effective norm or show the conformity and resistance of the prescribed materials if it is proposed equivalency. The contractor or manufacturer must demonstrate meeting specifications by technical documents and drawings to be included their bid proposal

1.1 PRODUCT CONSTRUCTION

- A. Play Products: All aquatic products installed above and below grade shall be manufactured from 304/304L stainless steel. The anchoring system shall be manufactured from 304/304L stainless steel. Rigid centricast fiber reinforced (FRP) and/or molded fiberglass, PVC, filament wound tubing. Galvanized Steel, or Aluminum shall not be utilized for any above or below grade plan product structures.
- B. Mounting and Assembly Hardware: All hardware and anchoring systems shall be 304/304L or 316 stainless steel. All Play Products and Ground Spray systems shall include an integrated anchoring and leveling system facilitating installation and a flush surface finish. Exposed and accessible hardware shall be tamper resistant, requiring a special tool for removal to deter vandalism and theft.
- C. Spray nozzles, caps and heads: Shall be manufactured from lead free brass, UHMWPE or Polyurethane and shall use tamper resistant tools for installation and removal. PVC, Nylon, and Delrin, shall not be utilized. All grade level play products are to be furnished with appropriate winterization caps.
- D. Painted Finish: Shall be a polyester smooth glossy head-cured powder coat that is UV and chemical resistant and suitable for public spaces. Material for Paneling, Signage, Water Deflection, and Toe Guards: All Polyethylene, Polyurethane, Elastomers and Polymers used for paneling, signage or water deflection shall be resistant to chlorinated water and be ultraviolet stabilized to inhibit sunlight facing.
- E. Safety & Craftsmanship: All accessible edges shall be machined to a rounded finish. All welds shall be watertight, buffed smooth or polished to a non-visible finish and factory pressure tested. Accessible nozzles and spray heads shall be recessed to ensure a completely safe play environment with no pinch points, head entrapments or protrusion hazards. All products shall be designed in accordance with STM F1487, ASTM F-2461 and CSA Z614-98 regulations for public playgrounds.
- F. Lexan Polymer: The Lexan Polymer shall be specially selected for aquatic play products and shall have the following characteristics: translucent, highly resistant to shock and impact vandalism and must be non-flammable. The polymer shall present dimensional stability a high resistance towards chemical products, ultra-violets rays and be transparent presenting crystal clear surface throughout. The Polymers shall be specially selected for aquatic play products and shall have the following characteristics: translucent, highly resistant to shock and impact vandalism and must be non-flammable. The polymer shall present dimensional stability a high resistance towards chemical products, ultra-violets rays and be transparent presenting crystal clear surface throughout.

- G. **Water Management System:** The Manifold Shall be constructed in stainless steel structural tubing 304/304L, structurally strong, durable, and resistant to corrosive environments. Rigid centricast fiber reinforced (FRP) and/or molded fiberglass, PVC, filament wound tubing, Galvanized Steel, or Aluminum shall not be utilized for any distribution systems manifolds. The outlet tube shall be in PVC. The mounting and assembly hardware shall be 304/304L stainless steel. Exposed and accessible hardware shall be tamper resistant, requiring a special tool for removal to deter vandalism and theft. All edges shall be machined to a rounded edge. All welds shall be watertight, buffed smooth, or polished to a non-visible finish and factory pressure tested. All products shall be designed in accordance with ASTM F2461 and CSA Z614-98 regulations for public playgrounds. Command Center shall run on a low voltage electrical supply, as described below. It shall consist of a manifold, a pressure regulator, a vault, a drainage system, a stainless steel activation piezo-electric sensor, the sequence controller, and solenoid valves. This controller should be factory programmed and tested to the owner specified play sequence. The logic controller shall be factory programmed with a variety of spray sequences designed according to the requirements of the project. Sequences should be varied and produce a random like effect. It shall be embedded in a water proof container to prevent corrosion and water damage. The logic controller should be programmed for the reduction of water hammer issues through soft start/stop transitions within sequences. A 24hr/7day, programmable, time switch (or power timer) to set the operational hours of the facility shall be incorporated into the operating system. The time switch shall have the ability to be programmed with at least two time schedules for each day of the week. The power timer shall contain a 240 VAC or a 120 VAC primary / 24 VAC secondary transformer with built- in electrostatic shield protection. Over current and short circuit protection should be provided. The power timer shall have the capability of setting the features, activation devices and time switches in three different operational modes ON, OFF and Automatic. The power timer shall be housed in a corrosion resistant, fiberglass, NEMA 4X rated enclosure, complete with stainless steel lockable latches.

1.2 PLAY PRODUCT INSTALLATION

- A. **Safeswap Anchoring and leveling Systems:** The Stainless Steel Safeswap Anchoring System will provide the ability to add/remove/interchange select play products without having to incur any additional infrastructure costs. The anchoring system shall have an integrated leveling system facilitating installation and a flush finished to the activity deck surface without any protruding bolts or hardware. The Play Product shall be fastened directly to the Safeswap Anchoring system. The dead and live loads shall be distributed onto the Safeswap Anchoring system flange plat. A neoprene sealing gasket shall provide a water tight seal between the play product flange and Safeswap flange.

Mechanical fastening of the Play Products to the activity deck slab shall be prohibited unless used on elevation with Toe Guards.

- B. Embedded Anchoring and leveling Systems: The anchoring system shall have an integrated leveling system facilitating installation, ensuring product is plumb and installed at the desired height.
- C. When applicable, templates shall be supplied to facilitate the installation of embedded anchoring equipment.
- D. All play products shall have electrical grounding studs incorporated into their associated anchoring equipment. All play products shall be grounded by the installer per local codes.
- E. All installation conduit wiring including electrical supply panel, PVC connections, piping, elbows, tees, play product assembly if required and other items relating to the installation shall be supplied by the general contractor.
- F. Drawings and Instructions: Product drawings and installation manuals shall be supplied by the manufacturer for ease of installation.
- G. Minimum of 12 aquatic play features to be incorporated in the design.

1.3 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. All aquatic play products and associated equipment must be properly wrapped and secured in place while in transport to the project site. Care shall be observed during offloading and handling to prevent excessive stress and abrasions.
- A. At the site, the play products and associated equipment are to be stored in safe areas, out of the way of traffic and other construction activities, until the actual time of installation. If required, safety barricades or other like precautions must be taken for the protection of public adjacent property.
- C. Protective wrapping on the aquatic play features must be left in place until construction work for the Splash Pad is complete.

1.4 COMMISSIONING OF THE SPLASH PAD

Upon completion of construction, the general contractor shall provide the owner/operator adequate training on facility operations and maintenance. The contractor may request that the equipment manufacturer and/or manufacturer's representative provide on-site start-up and training for the owner/operator.

1.5 SPLASH PAD QUALITY ASSURANCE

Provide evidence of commitment of quality craftsmanship as demonstrated by the following:
Splash Pad Manufacturer Qualifications:

- A. The products shall be designed and produced at a facility owned and directly supervised by the supplier.
- B. All products shall be shipped with a single source.
- C. A full time licensed engineer must be on-staff.
- D. A full time quality control manager must be on-staff.

1.6 TESTING AND ADJUSTMENTS

- A. This Contractor shall test all equipment as necessary to show that it complies with all requirements specified. Testing shall be done in a manner approved by the Owner's Representative.
- B. All water piping systems shall be flushed free of debris and pressure tested at 150% of operating pressure or 75 psi minimum for discharge lines, 30 p.s.i. minimum for suction lines, and 15 p.s.i. minimum for drain lines, for a period of not less than 4 hours, and proven free of leaks or other defects, prior to an after backfilling and concrete pours. Repair leaks and repeat test as necessary until satisfactory results are obtained.
- C. Splash Pad flow manifold assemblies shall be pressure tested to 150 PSI for 30 minutes with zero leakage. Repair any leaks and retest until acceptable results are obtained.
- D. All electrical circuits, feeders, and equipment shall be tested and proven free of improper grounds, open circuits or shorts, as required by the authorities having jurisdiction, to demonstrate compliance with codes and laws.
- E. The Contractor shall place the installation in operating make tests, adjustments, and corrections, until it is shown to be in proper operating condition.

Statement of any previous, existing, or pending litigation for any reason brought by the company or sub-contract involved in this proposal and/or brought against the company or sub-contract involved in this proposal.

1.7 EQUIVALENCIES CLAUSES

To enable all tenders to be judged equitably, they shall be based on the specified products in this document and shown on the drawings.

- A. The proposal for any substitute products must be attached to the bid for tender separately, identifying the substitute product by its trade name along with any savings it may represent for the client.
- B. Following the opening of the bid or tender, only those substitutes proposed by the lowest bidder of the specified products, will be considered.
- C. All substitute approval requests shall be accompanied by manufacturing drawings, including spray zones, sequencing, plumbing and electrical schematics and complete salt spray testing data produced by an independent laboratory for coatings and written warranty from the manufacturer. No substitution or equivalency submitted will be considered if products to be considered are not part of manufacturer standard existing product line or a written proof that product has manufactured previously by the substitute manufacturer. Please refer to General Clauses 1.1
- D. Each substitute sample must be presented to the owner/consultant within seven days following the opening of tenders. The sample must be operational. After this time, the bidder will be required to supply the original specified project.
- E. The owner/consultant reserves the right to grant or deny approval for proposed substitutions without prejudice to his rights and his decision shall be final. The above conditions apply to this section independently of any other clauses on the subject found in the document.
- F. If applicable the products must be interchangeable and of equivalent quality to the materials already installed.

1.8 SPLASH PAD EQUIPMENT WARRANTIES

Minimum Warranty periods

Splash Pad Events/Products & Skid Mounted Water Quality Management System Equipment

- A. A25- year Warranty on stainless steel Play Events/Products, stainless steel anchoring systems and aluminum spheres.
- B. A 10- year Warranty on the reinforced fiberglass skid, said filter tank and cartridge filter fiberglass tank.

- C. A 5- year guarantee on brass components including; spray nozzles, spray caps and spray heads. High-density polyethylene components, polyurethane components, and ultra-high molecular weight polyethylene components. The Subterranean vault (enclosure and access hatches), stainless steel automated water distribution manifold, drain boxes, strainers, electrical enclosures, and chemical controllers.
- D. A 2- year Warranty on color coatings, stainless steel hardware & moving parts, fiberglass products, Polymers, Soft Touch Elastomers (Toe Guards), subterranean water containments system, circulation pumps, chemical injection pumps, chlorinator systems, acid feed systems, polyvinyl chloride (PVC); piping, fittings, ball valves, check valves, cartridge elements, pressure gauges, chemical sensing probes, motor starters, electrical relays, terminal blocks, actuated valves, programmable logic controller (PLC controller), time switches, manual switches, transformers, breakers, electrical wiring and connections.
- E. All warranties are be managed by the equipment supplier.

Project Schedule

The City of Muncie desirous of having the project complete at the end of August 2021. Proposers are to provide a detailed project schedule outlining all sequencing and time. Work on this Project can be performed 24/7, unless otherwise specified.

Requirements at Time of Execution and Prior to Commencement of Work

The successful Proposer will be required to submit the following documentation, in a form satisfactory to Gordon County, at the time of the execution of the Contract:

- a) 100% Payment and Performance Bonds.
- b) Executed Agreement
- c) Engineered plans for the selected design concept
- d) Insurance Documents including, but not necessarily limited to: Commercial General Liability, Automobile Liability Policy, Standard Owners Automobile Liability Policy, Workman's Compensation, and Professional Liability Insurance.

Part 2: CONTROL OF WORK

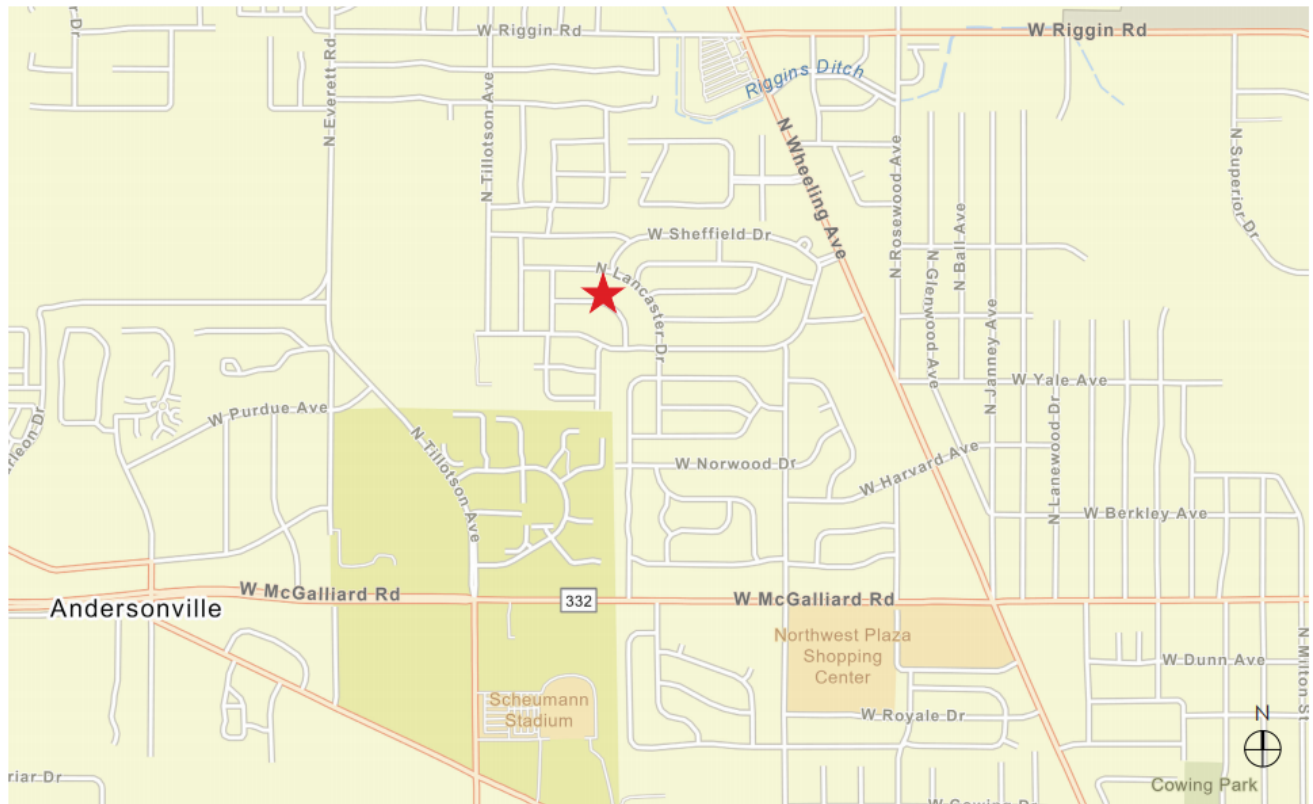
- 2.1 All work performed and materials furnished shall be in conformance with the MUNCIE MUNICIPIAL BUILDING CODES (CHAPTER 152).

- 2.2 COOPERATION WITH SUBRECIPIENT: The Contractor shall notify the sub recipient contact prior to work notifying of when work will begin.
- 2.3 No additional allowance or compensation of' any kind will be made on this contract for any delay, inconvenience or suspension of, construction caused by the work or relocation and/or reconstructing the existing facilities either at a temporary location or at their permanent location by any utility companies involved, except as otherwise provided for herein.
- 2.4 INCREASED OR. DECREASED QUANTITIES OF WORK: The right is reserved for the Project Supervisor to make such alterations in the plans, or in the character or quantity of the work, as it may be necessary or desirable from time to time during the progress of the work. In this specification a major contract item shall be construed to be any item in the proposal constituting more than 5 percent of the amount of' the contract, and a minor contract item shall be construed to be any item in the proposal constituting 5 percent or less of the amount of the contract.
- 2.5 No single major contract item shall be changed more than 10 percent from, the, original contract quantity without a negotiated unit price having been agreed upon for the item involved. Any minor item may be decreased by any amount, or may be increased not to exceed 5 percent of the 'total amount of the contract without a negotiated unit price having been agreed upon for the item involved.
- 2.6 Such alterations shall not be considered a waiver of any conditions of the contract or invalidate any of the provisions thereof. Should any alterations in the plans, as described above, result in an increase or decrease in the quantities of work to be performed, the Contractor shall accept payment in full at the contract unit prices for the actual quantities of work done except that, should any such alteration directly cause the loss of any work or material already furnished by the Contractor under the terms of the original contract, he shall be reimbursed for the actual cost of such work or of salvaging such materials. Any such materials may, at the option of the Owner be purchased at its actual cost to the Contractor.
- 2.7 Should any increase or decrease in any contract item be greater than provided above, the contract unit price shall be negotiated prior to performance of the work involving such item. The negotiation shall be based on the portion of any major item over or under 10 percent of the contract quantity of such item, and on that portion of any minor item exceeding 5 percent of the total amount of the contract. In the event the parties cannot agree upon a negotiated unit price, the Owner may require the Contractor to do such work on a "Force Account" basis.

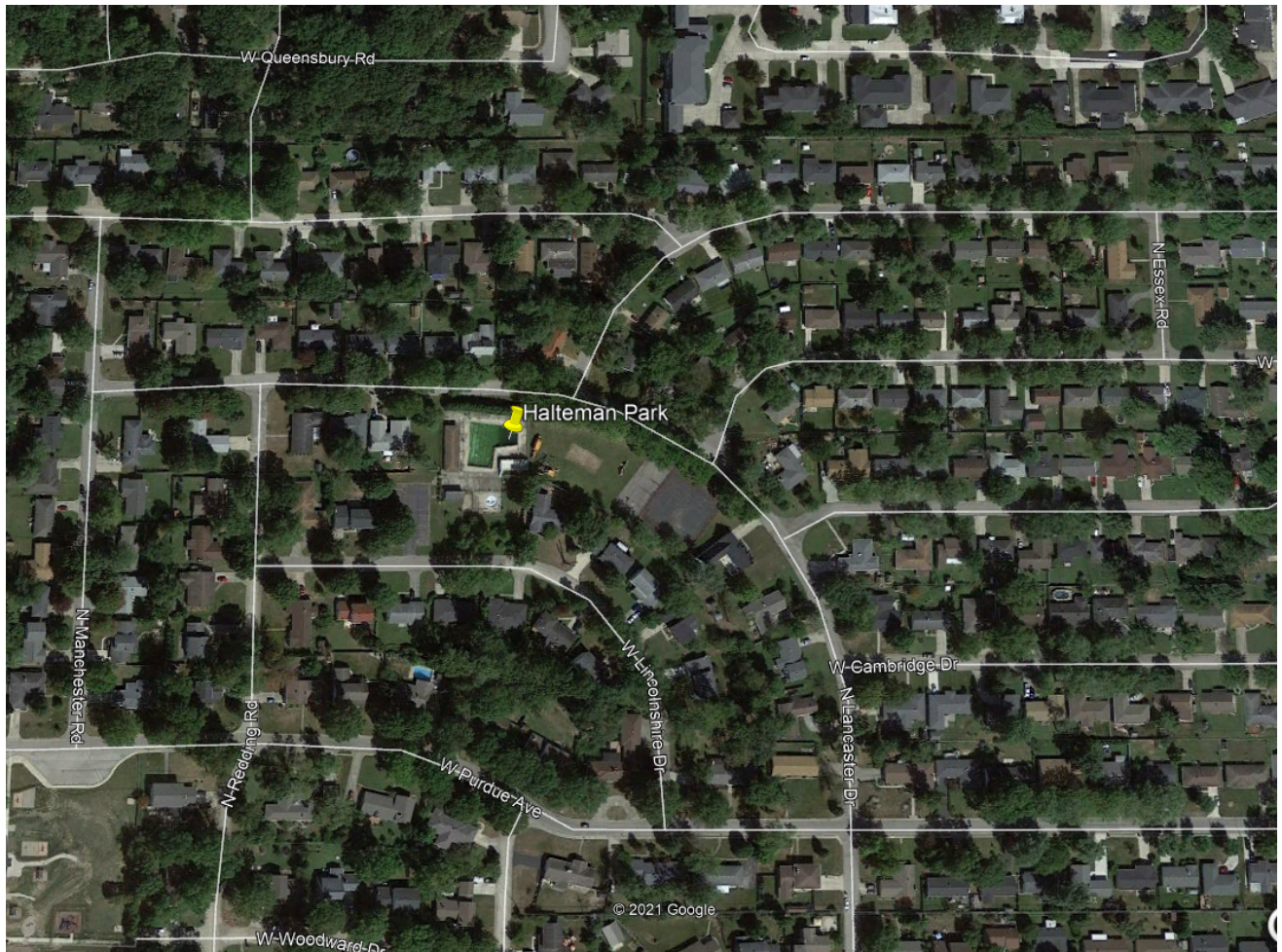
MAPS & PHOTOGRAPHS



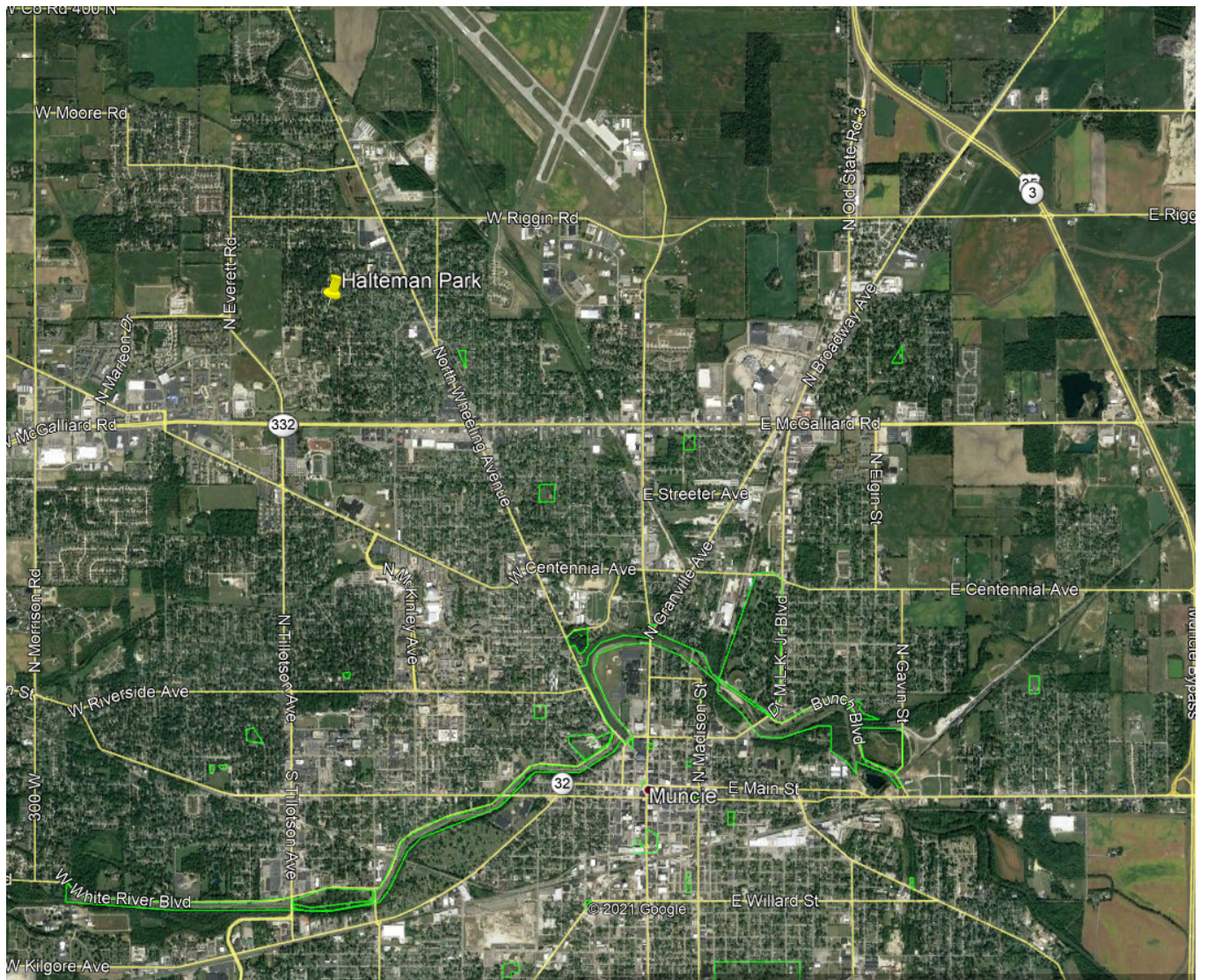
Property map showing location of Halteman Park.



Drawing showing preliminary splash pad design at Halteman Park.



Aerial photograph showing preliminary splash pad path route at Halteman Park.



Aerial photograph showing preliminary splash pad path route at Halteman Park.

APPENDIX

BID FORMS

ATTACHMENT A BID SUBMITTAL FORM

ATTACHMENT B GENERAL DECISION NUMBER:

ATTACHMENT C SCOPE OF WORK & DRAWINGS

CONTRACTOR'S PROFILE FORM

REQUEST FOR SUB-CONTRACTOR(S)

SUBCONTRACTOR'S PROFILE FORM

GENERAL BID FORM 96

(REV. 2013; STATE BOARD OF ACCOUNTS)

5% BID SECURITY (FOR ANY OF \$75,000.00 OR MORE)

ATTACHMENT A: BID SUBMITTAL FORM

COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

This BID Form shall be completed in its entirety and submitted in accordance with the instructions.

RESPONDER: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

A. **BASE BID**

The Undersigned, having visited the site of proposed construction of this Project, read the Instructions to Bidders as well as the Specifications and Attachments provided in the Project Manual, hereby proposes to design and furnish all materials, labor, tools, equipment, services, and taxes required to complete this Project. Documents, drawings and/or related materials are attached to comply with the Bid Proposals by the Office of Community Development, City of Muncie for the sum of:

_____ Dollars \$_____.

B. **ALTERNATES:**

Alternate #1: ()

_____ Dollars \$_____.

Alternate #2 ()

_____ Dollars \$_____.

C. **ADDENDA RECEIVED:**

Receipt of Addenda number(s) _____ through _____, inclusive, is hereby acknowledged.

D. **COMPLETION TIME**

If we are awarded the contract, we will begin construction within _____ calendar days of receipt of the executed Agreement.

We estimate the completion time for the project to be _____ calendar days, assuming that the award of the Contract allows the start of construction within 60 days of the bid opening and that we are not delayed by causes beyond our control.

ATTACHMENT A: BID SUBMITTAL FORM

I (we) hereby affirm and certify under penalties of perjury that the facts and information contained in the foregoing BID and the attached submittals are true and correct to the best of my (our) knowledge and belief.

IN TESTIMONY WHEREOF, the BIDr has hereunto set his hand this ____ day of _____ 2016.

FIRM NAME: _____

BY: _____

TITLE: _____

ACKNOWLEDGEMENT

STATE OF) _____

COUNTY OF) _____

_____ being duly sworn, deposes that he or she is

_____ of the above _____
(Title) (Company)

and that the statements contained in the foregoing BID and certification are true and correct.

Subscribed and sworn to me this _____ day of _____, 2016.

My Commission Expires: _____

County / State of Residence: _____

**Page saved for insertion of
General Decision Number.**

**Page saved for insertion of
scope of work & drawings.**

CONTRACTOR PROFILE FORM

(If additional space is needed, please attach a separate sheet.)

Project Name: _____ Project No. _____

Contractor/Business Name: _____

Business Address: _____

Telephone: (____) ____-____ Fax: (____) ____-____

Federal Tax ID #: _____ State Tax ID #: _____

Our contract is with _____ in the amount of \$ _____

for _____
(identify specific work to be performed)

Will any work be subcontracted out? Yes _____ No _____

If yes, to whom? _____

Person(s) authorized to sign (certify) Payroll reports: 1) _____

2) _____

Identify work classification(s), base wage payment and total wage for each individual performing work on the project site. Attach additional sheets if necessary.

Work Classification from wage decision (include group number, if applicable)	Base Rate of Pay	Total Wage (including Fringe)

The fringe benefit payment will be (check A, B or C below):

(A) _____ paid directly (with the pay check) to each worker in the amount of \$ _____

(B) _____ paid to a Union benefit plan (or plans) in the amounts indicated below:

Complete chart below or attach schedule of fringe benefits.

Benefit	Amount
Vacation and Holiday	
Union Dues	
Health and Welfare Benefits	
Pension	
Annuity	
Other (Identify)	

Benefit funds are deposited into accounts maintained by: _____

Address: _____

Telephone: (____) ____ - ____ Acct. #: (____) ____ - ____

(C) _____ paid to an unfunded benefit plan (or plans) in the amounts indicated below:

*****If requested, copies of benefit plans to be submitted for review/approval.*****

Benefit	Amount
Pension	
Medical	
Dental	
Other (Identify)	

Benefit funds are deposited into accounts maintained by: _____

Address: _____

Telephone: (____) ____ - ____ Acct. #: _____

Is this a sole proprietorship or partnership business? Yes _____ No _____

Caucasian Owned – WBE _____ MBE _____

Owner/Principal Officer Name (Please Print)

Signature

Date

SUBCONTRACTOR REQUEST FORM

Bid for: _____

Bid of: _____

Bid date: _____

1. Proposed subcontractor’s name:

2. Proposed subcontractor’s address:

3. Proposed Subcontractor’s phone number:

4. Description of work to be performed by proposed subcontractor:

5. Attach a schedule of proposed subcontract work including desired award date, milestones, completion date, and manpower and equipment loadings.

6. Attach proposed subcontractor’s qualifications:
- a. Prior experience with similar work including client and/or Fluor references.
 - b. Licenses, certificates and registrations held by proposed subcontractor that are required for (or pertain to) the work to be performed.
 - c. Subcontractor organization for above work including names and résumés of key personnel.
 - d. Data that shows that the proposed subcontractor has adequate manpower and equipment available for the work.

SUBCONTRACTOR REQUEST FORM

- e. Subcontractor’s safety program and statistics.
 - f. Most recent annual report, certificate of payment behavior, etc.
7. Bidder agrees, if awarded, that it will:
- a. Include all applicable contract requirements in its contract with proposed subcontractor.
 - b. Provide subcontractor with all information that it receives on site work rules, safety requirements and other work conditions.
 - c. Provide subcontractor’s completed insurance certificate to Fluor prior to mobilization of subcontractor at site.
 - d. Retain full responsibility for the performance of the above referenced contract.
 - e. Provide subcontractor with all information that it receives on Business Conduct and Ethics Expectations for Suppliers and Contractors.

Bidder: _____

Signature: _____

Printed: _____

Title: _____

Date: _____

SUBCONTRACTOR PROFILE FORM

(If additional space is needed, please attach a separate sheet.)

Project Name: _____ Project No. _____

Subcontractor/Business Name: _____

Business Address: _____

Telephone: (____) ____ - ____ Fax: (____) ____ - ____

Federal Tax ID #: _____ State Tax ID #: _____

Our contract is with _____ in the amount of \$ _____

for _____
(identify specific work to be performed)

Will any work be subcontracted out? Yes _____ No _____

If yes, to whom? _____

Person(s) authorized to sign (certify) Payroll reports: 1) _____

2) _____

Identify work classification(s), base wage payment and total wage for each individual performing work on the project site. Attach additional sheets if necessary.

Work Classification from wage decision (include group number, if applicable)	Base Rate of Pay	Total Wage (including Fringe)

The fringe benefit payment will be (check A, B or C below):

(A) _____ paid directly (with the pay check) to each worker in the amount of \$ _____

(B) _____ paid to a Union benefit plan (or plans) in the amounts indicated below:

Complete chart below or attach schedule of fringe benefits.

Benefit	Amount
Vacation and Holiday	
Union Dues	
Health and Welfare Benefits	
Pension	
Annuity	
Other (Identify)	

Benefit funds are deposited into accounts maintained by: _____

Address: _____

Telephone: (____) ____ - ____ Acct. #: (____) ____ - ____

(C) _____ paid to an unfunded benefit plan (or plans) in the amounts indicated below:

*****If requested, copies of benefit plans to be submitted for review/approval.*****

Benefit	Amount
Pension	
Medical	
Dental	
Other (Identify)	

Benefit funds are deposited into accounts maintained by: _____

Address: _____

Telephone: (____) ____ - ____ Acct. #: _____

Is this a sole proprietorship or partnership business? Yes _____ No _____

Caucasian Owned – WBE _____ MBE _____

Owner/Principal Officer Name (Please Print)

Signature

Date

CONTRACTOR'S BID FOR PUBLIC WORK – FORM 96**PART I**

(To be completed for all bids. Please type or print)

Date: _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____
(Governmental Unit) in accordance with plans and specifications prepared by _____
_____ and dated _____ for the sum of
_____ \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date: _____

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)
2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.
4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.
5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

Before me, a Notary Public, personally appeared the above-named _____ and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

County of Residence: _____

BID OF

(Contractor)

(Address)

FOR

PUBLIC WORKS PROJECTS

OF

Filed _____, _____

Action taken _____

