

GENERAL SPECIFICATIONS COMPOST FACILITY IMPROVEMENTS

1. GENERAL NOTICE

- 1.1 The City of Lincoln, hereinafter referred to as the Owner, is requesting bids from qualified companies, hereinafter referred to as Vendor(s) for the Compost Facility Improvements for Landfill at the Bluff Road Landfill.
 - 1.1.1 The Bluff Road Landfill is located at 6001 Bluff Road. Bluff Road is 1-mile North of Interstate 80 on Hwy 77.
- 1.2 The Vendor shall include all costs associated with the labor, supervision, materials, supplies, permits and licenses required to perform the services requested in these Specifications, the plans and drawings and other bid documents.
 - 1.2.1 Any mention of compliance with the General Specifications shall also mean the compliance according to the terms of all other documents attached to or referenced in the bid.
- 1.3 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all of the required specifications, duties, terms and conditions as defined in this request.
- 1.4 Vendor shall protect the general public, employees, and buildings against damage during all portions of the project.
 - 1.4.1 Any damage done to the surrounding area which is not part of this project will be immediately repaired by the Vendor at no charge to the Owner.
- 1.5 The Owner will execute a firm-fixed contract for the work to be performed under the terms of an awarded contract.
 - 1.5.1 The Owner reserve the right to allow adjustments to the contract should there be a substantial change in the nature of the work involved.
 - 1.5.1.1 Such adjustments must be made in the form of a written contract amendment signed by both the Vendor and the Owner at the time of the change.
- 1.6 **Deviation from these Specifications including requests for substitutions and contract terms, or any other bid document must be documented on Company Letterhead and submitted with the bid.**
- 1.7 Vendor must submit their bid and all attachments via the City/County Ebid system.
 - 1.7.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Dept.
 - 1.7.2 To register, go to the City of Lincoln website; lincoln.ne.gov
type bid in search box
click on "supplier registration"
follow instructions to completion.
- 1.8 All general inquiries regarding these specifications or other bid documents shall be directed via e-mail request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov).
 - 1.8.1 These inquiries and/or responses shall be distributed to prospective Vendors as an electronic addenda.
 - 1.8.2 All inquiries must be submitted to the Purchasing Office at least 5 days prior to the bid close.
 - 1.8.3 Vendors are not allowed to discuss this Proposal with any Owner employee, Project Manager, Engineer/Architect or elected official other than the City/County Purchasing Staff through the award process.
 - 1.8.3.1 Failure to follow this requirement may result in immediate disqualification of your bid.
- 1.9 The awarded contract is not assignable without the written approval of the Owner in the form of a contract amendment.

- 1.10 Payment will be made upon final completion of the project and approval by the Project Manager and Owners Representative.
- 1.11 The Project Manager for this project will be SCS Engineers.
- 1.12 **Pre-Bid Meeting** - A non-mandatory Pre-bid meeting will be held at 1:30 p.m. on Wednesday, January 13, 2021 at 6001 Bluff Road, Compost Facility, Lincoln, NE.
 - 1.12.1 **IMPORTANT:** Interested Bidders should only have no more than two representatives from the company attend the meeting to allow for Social Distancing. Masks must be worn at all times. Attendees must maintain a minimum of 6' Social Distancing at all times. Anyone experiencing any symptoms outlined in the CDC's list of symptoms for COVID-19 shall not attempt to attend the meeting.
 - 1.12.2 This will be your only opportunity to attend a meeting prior to the bid closing date and time. The Owner reserves the right to reorganize the structure, stagger times of the meeting if social distancing measures cannot be achieved and/or maintained at all times.
- 1.13 The Owner reserves the right to extend the period of the awarded contracts beyond the completion dates stated when mutually agreeable to the Contractor and the Owner.
- 1.14 **The Owner requires General Contractors to list the names of all Subcontractors who will be performing work under the supervision of the General Contractor for this project in the attribute section of the Ebid response.**
 - 1.14.1 Failure to provide Subcontractor names in the Attribute section of the Ebid response may result in rejection of bid.
 - 1.14.2 The Owner shall verify that all Subcontractors listed in the bid documents are being utilized for the work as the project progresses. Any substitution of Subcontractors after the bids have closed must be reported to the Owner with the reason why the substitution has been made. Owner approval is required for any substitution made after bids have closed.
 - 1.14.3 In the event a Subcontractor is replaced with another after the bids have closed, and the cost submitted by the replacement is lower than the original Subcontractor, the General Contractor and the Owner shall review the cost difference and may make a modification to the contract amount.
 - 1.14.4 If a General Contractor is unable to acquire certain Subcontractor pricing prior to the close of the bid, the General Contractor shall list the letters "TBD" in the attribute for that sub and provide a reason why one has not been listed, and when one will be hired.
 - 1.14.4.1 The Owner reserves the right to reject bids as non-responsive where a General Contractor lists most or all Subcontractor positions as TBD.
- 1.15 Bidder shall also complete the "MANUFACTURER/SUPPLIER/SUBCONTRACTOR LIST" found in the Attachment section of Ebid and include in the Response Attachment section of the bid response.
 - 1.18.1 Failure to include this document with the bid submission may result in rejection of bid.

2. CONTRACTOR INSURANCE

- 2.1 The awarded Vendor shall furnish the Owner with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.
- 2.2 All certificates of insurance and endorsements shall be filed with the Owner on the standard ACORD Certificate of Insurance form showing specific limits of insurance coverage required and showing City of Lincoln as "Named Additional Insured" as pertains to these services.
- 2.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 10 days of award notice.**

3. QUALIFICATIONS OF THE BIDDER

- 3.1 The Owner may investigate as deemed necessary to determine the ability of the Vendor to perform the required work, and the Vendor shall furnish to the Owner all such information and data for this purpose.
- 3.2 No Vendor will be considered who is not at the present time actively engaged in the performance of services similar to those described in this bid, and who cannot clearly demonstrate to the satisfaction of the Owner, his/her ability to satisfactorily perform the work in accordance with the requirements of this specification and standards of the industry.
- 3.3 Vendor shall provide at least three current references for other customers where similar services have been provided at time of bid response or upon request.
 - 3.3.1 Vendors who have provided similar types of services to the Owner in the last five (5) years may not be required to provide such information unless requested.
 - 3.3.2 Reference responses may be attached to the Response Attachment section of the Ebid response.

4. REMOVAL, DISPOSAL AND SITE RESTORATION

- 4.1 The Vendor shall remove from the site and dispose of all material, debris, installation materials and adhesives related to its scope of work, in accordance with all Local, State and Federal regulations.
 - 4.1.1 Vendors are strongly encouraged to recycle metal, concrete and any other material in order to reduce the amount of waste going to the City Landfill.
 - 4.1.2 Vendors must comply with the City of Lincoln cardboard recycle law, which bans all cardboard from the City Landfill effective April 1, 2018.

5. PROJECT REQUIREMENTS

- 5.1 The Vendor shall provide construction services within the project site as shown on the plans and specifications (see plans and Technical Specifications)
- 5.2 Any deviation from the bid documents which may arise during construction must be addressed and approved by the Project Manager and Owner's Representative prior to completion of work, with a contract amendment being issued as necessary.
- 5.3 The Vendor is responsible for obtaining and paying of all fees and charges associated with permits or licenses required to complete the work for this project.
- 5.4 All work related to the project shall be included in the amount provided as part of the Vendor's bid.
- 5.5 Vendor takes full responsibility for all their employees and any subcontractors who are hired to work on the project.
- 5.6 Vendor must coordinate project completion with Project Manager and Owner's Representative to ensure timely completion.
- 5.7 No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making change proposals. Change proposals will define or confirm in detail the Work which is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in (i) the Contract Sum, or (ii) the Contract Time.
 - 5.7.1 The Owner will not pay labor, overhead, profit, or any other fees associated with contract term extensions unless such extensions involve additional work or materials which have been approved by the Owner. Additional labor fees may be charged in the event an extension is the direct fault of the Owner.
- 5.8 Change proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the change proposal as a Construction Change Directive without accepting the change proposal in its entirety.

6. PROJECT COMPLETION AND WARRANTY

- 6.1 Substantial completion shall be achieved 30 calendar days after Beginning of Work and final completion of the project shall be achieved 45 calendar days after Beginning of Work. Beginning of Work shall occur no later than May 17, 2021. Contractor shall notify City's Project Manager in writing a minimum of 14 calendar days prior to Beginning of Work.
 - 6.1.1 Vendors are strongly encouraged to have insurance and bonding ready to execute the contract upon award notice. Failure to have contract documents to the City within 10 business days of award notice may result in rejection of bids.
- 6.2 Vendor must complete the project according to the agreed upon contract completion date which will be listed in the contract documents.
 - 6.2.1 Failure to complete the project by the contract date shall result in the charging of liquidated damages according to the terms listed in the City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans.
 - 6.2.2 If the Contractor fails to complete the Contract prior to the substantial or final completion dates, considering approved extension of time, liquidated damages will be charged for each calendar day that the work remains incomplete.
 - 6.2.3 The amount of liquidated damages will be deducted from the money due the Contractor prior to final payment or in the case where the remaining amount due the Contractor is less than the total amount of liquidated damages, the City shall have the right to recover the difference from the Contractor or his Surety.
- 6.3 Unless specifically amended or modified by the special provisions, the schedule below shall establish the daily amount of the liquidated damages:

BID AMOUNT:UP TO AND INCLUDING	LIQUIDATED DAMAGES PER CALENDAR DAY
\$0 - \$100,000	\$250
\$100,000 - \$500,000	\$500
\$500,000 - \$1,000,000	\$750
\$1,000,000 - AND UP	\$1000

- 6.4 The amounts set forth in the above schedule are not to be considered punitive, but rather predetermined and reasonable amounts to compensate for the detriment to the public and to defray expenses incurred by the City due to the delay in the completion of the project.
 - 6.4.1 Delays caused by the Owners or other factors not in the control of the Vendor will result in an extension of the project and an amendment to the contract.
- 6.5 Job shall be completed according to industry standards with approval of completion and final payment being made by the Project Manager and Owner's Representative.
- 6.6 All work performed under the terms of this bid and subsequent contract documents shall be guaranteed for a minimum period of one year from date of final completion of the project or longer according to the terms of the manufacturer's standard agreement.

7. EVALUATION CRITERIA

- 7.1 General evaluation of bids will consist of the following:
 - 7.1.1 Total price of base bid.
 - 7.1.2 Ability to provide labor and services as required in this Specification.
 - 7.1.3 Ability to complete project in the timeline listed herein and agreed to in the contract.
 - 7.1.4 References