



**REQUEST FOR BIDS FOR THE CITY OF KEARNEY COLUMBARIUM**

**SUBMITTAL DUE DATE: 2:00 p.m., on Tuesday, October 16, 2018**

**BIDS MUST BE MAILED OR DELIVERED TO:  
City of Kearney, Attn: Peggy Eynetich, Deputy City Clerk  
18 East 22nd Street  
P.O. Box 1180  
Kearney, NE 68848**

*Please mark your envelope "BID FOR 2018 CEMETERY COLUMBARIUM"*

Sealed bids will be received by the City of Kearney, Nebraska, at the office of the City Clerk, City Hall, 18 East 22nd Street, Kearney, Nebraska, 68847 until 2:00 p.m. on October 16, 2018 and then publicly opened and then read aloud in the City Hall 2nd Floor Conference Room, for the City's request for bids for the City of Kearney Columbarium to be used by the Kearney Cemetery. Copies of the specifications may be obtained from the office of the City Clerk, City Hall, 18 East 22nd Street, Kearney, Nebraska, 68847 or by going to the City's website at [www.cityofkearney.org](http://www.cityofkearney.org).

EIN/SSN (Required) \_\_\_\_\_  
Federal I.D. Number \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ EMAIL \_\_\_\_\_

Signature acknowledges that the Bidder has read the documents thoroughly before submitting a bid, will fulfill the obligations in accordance to the scope of work, terms and conditions and is submitting without collusion with any other individual firm. You must submit this page with an authorized signature.

**DO NOT CONTACT ANY OTHER CITY EMPLOYEE OR DEPARTMENT. ALL QUESTIONS MUST BE SUBMITTED BY EMAIL TO THE FOLLOWING PERSON:**

Steve Baye, Cemetery Supervisor  
[sbaye@kearneygov.org](mailto:sbaye@kearneygov.org)

Questions must be submitted no later than **Friday, October 12**. Questions submitted after that date will not be considered.

**MUST SUBMIT THIS PAGE WITH BID**

## **REQUEST FOR BIDS 280 NICHE COLUMBARIUM WITH MURAL**

The City of Kearney, Nebraska is requesting bids from qualified columbarium manufacturer's in order to establish a contract to provide a columbarium with mural in the City of Kearney Cemetery located at 4400 Avenue I, Kearney, Nebraska. Site plan bid exhibits are attached.

The City of Kearney is an equal opportunity employer and requires all contractors and consultants to comply with all applicable federal and state laws and regulations.

### **Scope of Work & Minimum Specifications**

- Columbarium will be formatted as shown in diagrams on Exhibit 1. Side Columbarium will be six (6) niches wide by six (6) niches high. Niches on road side will be double depth niches and on the back side niches will be single depth niches as shown on Exhibit 2 for niche sizes.
- Center Columbarium will be eight (8) niches wide by four (4) niches high as shown in diagrams on Exhibit 1. All niches will be single depth, as shown on Exhibit 2.
- Mural will be granite with granite supports. Mural will be carved on both sides. Mural will be polished (narrow range) Carnelian granite and supports will be polished (full range) Moonlight Grey granite. See color specifications below. Mural will be 5 feet 6 inches wide by 3 feet tall. Mural design will be provided by the Cemetery. See drawing on Exhibit 3.
- Niche fronts will be hung with bronze rosette hangers. Each granite front covers two (2) niches. Pre-drill crypt fronts with two (2) holes for bronze memorialization included. (matching current columbarium). Interior units are reinforced concrete with a durable polystyrene liner and closure, Aluminum, or Granite.
- All double door panels must be the same length and width, with a minimum thickness of at least seven eighths (7/8) of an inch in thickness. The spacing between any door panels must be a maximum of one eighth (1/8) of an inch, spacing between the doors and the rounded granite boarder shall be one quarter (1/4) of an inch, spacing between the doors and the granite end piece shall be one quarter (1/4) of an inch, with all door panels hung in a manner that they sit square and plumb, and the spacing is level for the entire length of the wall.
- Granite color selection (matching to existing mausoleum/columbarium).
  - Polished Coldspring Granite Carnelian Select 25 (narrow range) granite niche fronts and murals or manufacturing/manufacture equivalent. Polished Coldspring Granite Moonlight Grey (full range) granite trim or manufacturing/manufacture equivalent.

### **Bidder Services**

The selected Bidder shall be responsible for the following:

- Bidder shall enclose design sketch and dimensions of columbarium being bid.
- Bidder will furnish plans and specifications for the foundation.
- Bidder will provide transportation of columbarium from the street to construction site. Bidder will assemble columbarium on furnished foundation.
- The bidder is advised that the location of work is located within an active cemetery and therefore, needs to work with the schedule of the Cemetery Division, to avoid burials and other functions. As part of this condition of work, the bidder WILL be required to stop work, shut off equipment and possibly temporarily move equipment, for a period of time, while any burials are ongoing. In the event of a burial any down/lost time incurred by the

bidder will not be compensated by the City. The down/lost time WILL NOT be considered incidental to the work taking place in an active on going cemetery.

- Dates and times of burials are scheduled with the Cemetery Superintendent two (2) days prior. Once a burial is scheduled with the Cemetery Superintendent the Cemetery Superintendent will notify the Contractor of any upcoming burials to allow for planning purposes of scheduled work.
- Upon completion of construction, conduct an onsite audit with City Staff to confirm that the columbarium was constructed as specified.

### **Equipment Delivery Requirements**

- The Bidder is responsible for delivery of equipment and columbarium to the designated project site. A minimum of 24-hour notice to City Staff is required before delivery if being delivered to a City facility.
- City of Kearney will provide access as close as possible to the construction site. Route to the construction site will be free of obstructions. Bidder is not responsible for damage to roadways or grade required for reasonable construction access, but will make every effort to avoid unusual damages.
- Aerial site map has been provided on Exhibit 4.

### **City Services**

- City of Kearney Cemetery will pour foundation.
- City of Kearney Cemetery is responsible for any costs involved with unusual obstructions such as utilities and irrigation.
- City of Kearney Cemetery is responsible for permits, landscaping and irrigation.

### **City's General Requirements**

Contractor shall agree to protect, defend, indemnify, and hold the City Council, City of Kearney, its officers, commissions, employees and agents free and harmless from and against any loss, penalties damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the Contractor, its agents, employees or representatives, in the performance of the Contractor duties under any agreement resulting from award of this bid. The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

It is agreed between the parties that the City of Kearney shall not, under any circumstances, be responsible nor have any obligation for workers compensation benefits to the Contractor, its agents, employees and subcontractors or their agents and/or employees.

Contractor shall be required to maintain and carry in force, for the duration of the project, insurance coverage for general liability for not less than One Million Dollars (\$1,000,000) combined single limit. The successful Contractor shall furnish to the City of Kearney a Certificate of Insurance verifying coverage and identifying the City of Kearney as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the Contractor in its operations herein.

Contractor shall secure, pay for, and deliver to the City, Builders Risk, Completed Value insurance program for work to be performed on a Special Cause of Loss form. The named insured is to be the City, with the Contractor and/or their subcontractors added as an additional insured as their interest may appear at the time of loss. Unless specifically authorized by the City, the amount of such insurance shall not be less than the Contract Price totaled in the bid.

The policy shall cover no less than the losses due to "all risk" during the contract period and until the final work is accepted by the City. Any deductible, not to exceed \$10,000 per occurrence (amounts higher must be approved by the City), shall be borne by the Contractor.

Such insurance policy shall not cover any tools, equipment, scaffolding, staging, towers, structure erected for housing workers and forms owned or rented by the Contractor. Their insurance company shall have no right to subrogate against the City, Contractor and subcontractors for such loss.

Prior to any material change or cancellation, the City of Kearney will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Kearney, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Kearney  
City Clerk  
P.O. Box 1180  
Kearney, NE 68848-1180

Contractor warrants and represents that it has policies in place governing the actions of the Contractor and any employees or agents or the Contractor regarding sexual harassment. The Contractor agrees to defend, indemnify and hold harmless the City of Kearney for actions of the Contractor or Contractor employees or agents in the execution of this agreement with the City of Kearney and its officers, employees and agents. The Contractor also understands and agrees that any violation of this provision will constitute sufficient cause to terminate the agreement.

Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

Once the City Council has selected the Contractor, the City reserves the right to:

- Reduce the overall cost of a selected bid in advance of confirming the order by requesting modifications or deletions as required to meet unexpected budgetary constraints.
- Negotiate for the substitution of specific feature while remaining consistent with the design concept.

The City of Kearney will accept only those sealed bids, either hand delivered to the City Clerk's Office or received by the City Clerk's Office via U.S. Mail or other commercial carrier. Items transmitted by facsimile or electronically will not be accepted. Late receipt of submittals will not be considered regardless of postmark. All bids will be validated. Submittals received after the due date will be filed unopened. Interested firms should submit **two (2) paper copies of the bid** to the following address no later than **2:00 p.m. Tuesday, October 16, 2018** to:

**Lauren Brandt, City Clerk  
Kearney City Hall  
18 East 22nd Street  
P.O. Box 1180  
Kearney, NE 68848**

**Please mark your envelope “*BID FOR 2018 CEMETERY COLUMBARIUM*”.**

**DO NOT CONTACT ANY OTHER CITY EMPLOYEE OR DEPARTMENT. ALL QUESTIONS MUST BE SUBMITTED BY EMAIL TO THE FOLLOWING PERSON:**

Steve Baye, Cemetery Supervisor  
[sbaye@kearneygov.org](mailto:sbaye@kearneygov.org)

This Request for Bids does not commit the City of Kearney to award a contract, to pay any costs incurred in the preparation of a bid for this request, or to procure or contract for services. The City of Kearney reserves the right to accept or reject any or all bids received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Bids, if it is in the best interest of the City of Kearney to do so.

Sincerely,

**CITY OF KEARNEY**



Michael W. Morgan  
City Manager

**BID PROPOSAL FOR PURCHASE OF  
280 NICHE COLUMBARIUM WITH MURAL**

TO: The City of Kearney  
18 East 22nd Street  
P.O. Box 1180  
Kearney, Nebraska 68848

The undersigned hereby certify that we have personally and carefully examined the specifications for your purchase of a 280 Niche Columbarium with Mural. We understand and agree that the City of Kearney reserves the right to reject any or all bids as provided by Section 1-1505 "Formal Contract Procedure" of the Kearney City Code, to award the bid in part or in whole, and to waive any technicalities in awarding the bid.

Having made such examination, the undersigned hereby agrees to sell the 280 Niche Columbarium with Mural after an inspection by the City of Kearney personnel and that the bid is accepted by the Kearney City Council.

**280 Niche Columbarium with Mural** **Total Bid \$** \_\_\_\_\_  
Amount

Estimated delivery date: \_\_\_\_\_

The undersigned further agrees to deliver/install the 280 Niche Columbarium with Mural at 4400 Ave. I, Kearney, Nebraska after notification of bid acceptance has been given and by the anticipated delivery date listed below. Delivery of the 280 Niche Columbarium with Mural will be at the bidder's expense and the City of Kearney will not be responsible for any delivery expenses incurred.

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_ **2018.**

\_\_\_\_\_  
Bidder/Company Name \_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Business Address) \_\_\_\_\_  
(E-Mail Address)

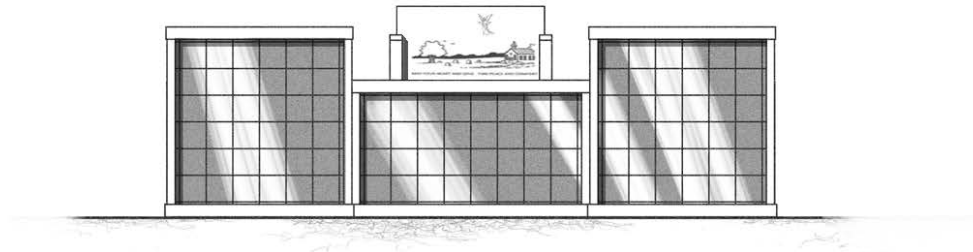
Check appropriate box:  Individual/Sole Proprietor  Corporation  
 Partnership  Other \_\_\_\_\_

Employer Identification Number or Social Security Number \_\_\_\_\_

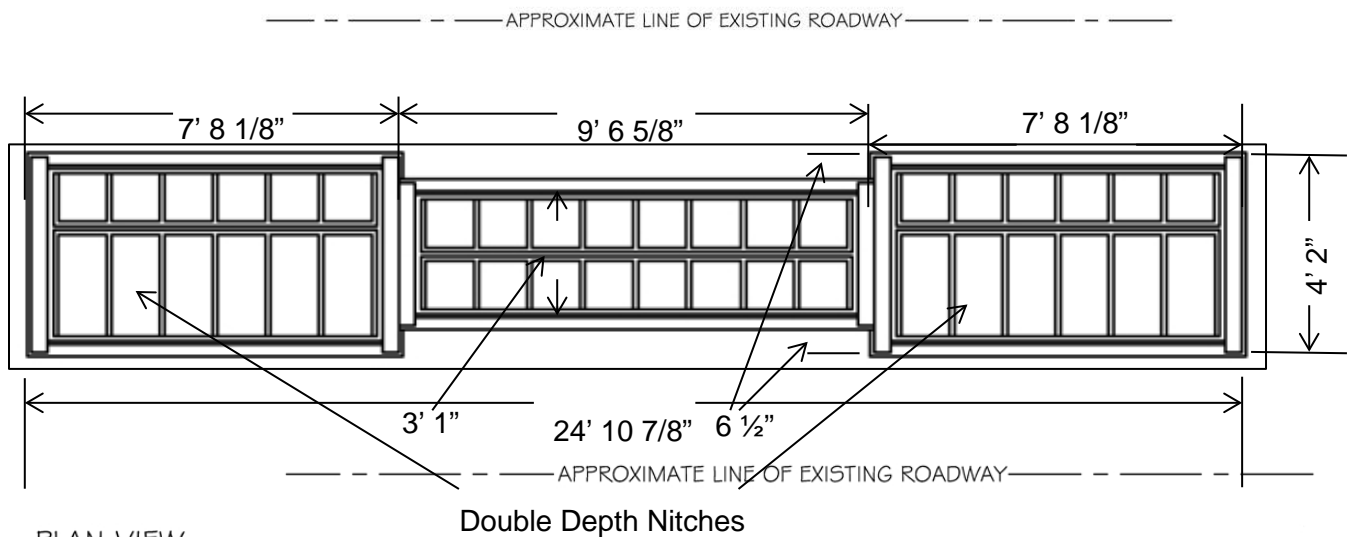
By: \_\_\_\_\_  
Authorized Signature

**EXHIBIT 1**

**280 NICHE COLUMBARIUM AND MURAL BID FOR THE CITY OF KEARNEY CEMETERY**



FRONT / REAR ELEVATION



PLAN VIEW

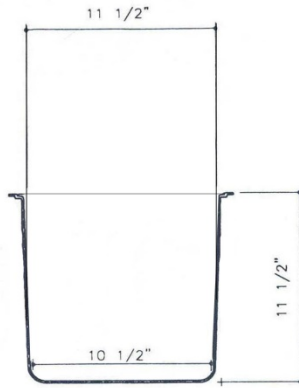
Center Columbarium will be eight (8) niches wide by four (4) niches high single depth niche. Each niche is approximately 11 3/4 inches cubed.

Side Columbariums will be six (6) niches wide by six (6) niches high. Niches facing toward existing roadway will be double depth niches. Each niche is approximately 11 3/4 inches by 11 3/4 inches by 23 7/8 inches deep. Niches on the back side of the columbarium will be single depth. Each niche approximately 11 3/4 inches cubed.

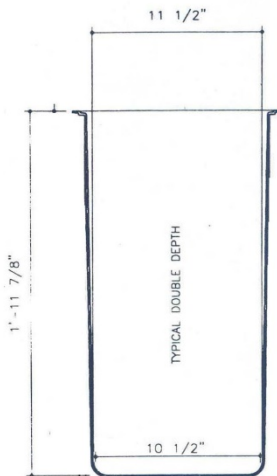
Mural design will be provided by the City of Kearney Cemetery. It will be approximately 5 feet 6 inches wide by 3 feet tall.

**EXHIBIT 2**

**MINIMUM URN LINER SEPECIFICATIONS**



SGL. DEPTH LINER DETAIL  
(11-1/2" squared at the opening)



DBL. DEPTH LINER DETAIL  
(11-1/2" squared at the opening)



**EXHIBIT 3**

**MURAL DESIGN**



MAY YOUR HEART AND SOUL FIND PEACE AND COMFORT

**EXHIBIT 4**

**AERIAL VIEW FOR COLUMBARIUM LOCATION IN THE CITY OF KEARNEY CEMETERY**

