



**REQUEST FOR PROPOSALS FOR MEMORIAL FIELD
BALLFIELD LIGHT INSTALLATION**

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

BIDS MUST BE MAILED OR DELIVERED TO:
City of Kearney, Attn: Lauren Brandt, City Clerk
18 E. 22nd Street
P.O. Box 1180
Kearney, NE 68848

Please mark your envelope "PROPOSAL FOR MEMORIAL FIELD BALLFIELD LIGHT INSTALLATION"

EIN/SSN (Required) _____
Federal I.D. Number

COMPANY NAME _____

ADDRESS: _____

CITY/STATE/ZIP _____

PHONE _____ FAX _____

PRINTED NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____ EMAIL _____

BID AMOUNT: \$ _____

Signature acknowledges that Proposer has read the documents thoroughly before submitting a proposal, 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:

Ken Roth, Parks Superintendent
kroth@kearneygov.org

Questions must be submitted no later than Tuesday, October 9. Questions submitted after that date will not be considered.

MUST SUBMIT THIS PAGE WITH BID PROPOSAL

PART 1 – GENERAL

1.1 ELECTRICAL SYSTEM REQUIREMENTS

- A. Contractor Responsibility: The installing contractor shall be responsible for providing the equipment and installation of a complete and operational Sports Lighting system (Sports Lighting to be supplied by the City of Kearney) commencing from the secondary side of the service transformer and terminating at the safety disconnect within the electrical enclosure, 10' above grade, on each lighting pole. The electrical contractor shall coordinate the transformer and switchgear locations, as well as identifying the voltage and phase of the service, with the local power company and the Owner's representative before any equipment is installed.
- B. Electric Power Requirements for the Sports Lighting Equipment:
Electric power: Per the plans.
- C. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.
- D. System Design
1. The electrical system equipment shall consist of:
 - a. Conductors and conduit from the main service transformer to the service entrance panel board.
 - b. The service entrance panel board with appropriate individual circuit over-current protection. The panel board shall meet local and National Electrical Code (NEC) requirements for the size of the service, AIC rating, and the type of the environment to which it will be exposed. All feeder breakers shall be bolt on type.
 - c. Conductors and conduit for the feeder circuit from the service entrance panel board (or from the contactor panel if applicable) to the safety disconnect mounted in the electrical enclosure on each lighting pole 10' above grade.
 - d. Grounding conductors and grounding methods for the following:
 - (1) The main service entrance panel board. (per NEC or local codes)
 - (2) The lighting contactor enclosure. (per NEC or local codes)
 - (3) Each electrical component enclosure mounted on the lighting poles. (Equipment Grounding System) (per NEC or local codes)
 - (4) Lightning Protection for individual poles as follows (per NFPA 780):
 - i. For All New Poles.
 - (a) Manufacturer shall provide integrated lightning grounding via concrete encased electrode grounding system as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.
 - (b) If grounding is not integrated into the structure, the manufacturer shall supply grounding electrodes, copper down conductors and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be not less than 5/8 inch diameter

and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

2. Underground wiring shall be all copper wire and shall be installed in PVC Schedule 40 conduit and shall be buried to a depth meeting the NEC and local electrical codes. Acceptable copper wire types need to comply with any local requirements, but will be labeled either THHN or THWN. If above ground conduit must be used, it shall be rigid galvanized steel. Conduit elbows located at the electrical panel shall be rigid galvanized steel.

E. Trenching or Directional Boring

1. The installing contractor shall be responsible for locating all underground utilities including, but not limited to: natural gas, electric, water, sewer, cable TV, and telephone.
2. The owner shall be responsible for locating and staking any underground facilities that are not utility related. Owner accepts responsibility for damage to such facilities that are not properly located or staked.
3. Trenching depth and width shall be adequate to install appropriately sized conduit and to meet local and National Electrical Codes.
4. Trenches shall be back-filled with excavated soil and compacted to approximately the same density of the surrounding soil to minimize settlement.
5. No trench line or feeder circuit shall cross the playing area.

F. Design Standards

1. All circuits shall be designed so that the voltage at the safety disconnect in the electrical enclosure near the base of each pole is within 3% of nominal.
2. All work shall meet local and National Electrical Codes. It shall be the installing contractors' responsibility to correct any work deemed unacceptable by local electrical inspectors.
3. All electrical components shall be UL Listed for the appropriate application.
4. Each pole shall be on a dedicated circuit. If common poles are used, or a pole is to have fixtures on separate circuits, multiple dedicated circuits shall be run to that pole. Consult lighting equipment specifications and lighting manufacturer for special circuitry information.

G. Submittal Information

1. The successful contractor shall provide an electrical plan/schematic, detailing all of the equipment described above, to the owner prior to commencing work. This electrical plan/schematic shall bear the stamp of an Electrical Engineer with P.E. status within the State of Nebraska

PART 2 – EXECUTION

2.1 CONTRACTOR'S DUTIES

All work performed under this contract shall be performed in accordance with all provisions of these specifications and drawings. Any deviations from the specifications or plans must be approved in writing by the owner or his representative.

- A. Initial site inspection: The contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspection. The contractor shall immediately upon discovery, bring to the attention of the owner any conflicts that may occur among the various provisions of the specifications and plans. The owner shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the contractor due to such conflict. Failure of the contractor to bring conflicts or exceptions to the attention of the owner shall allow the owner to require any change deemed necessary before acceptance by the owner.
- B. Demolition of existing light poles and fixtures. Contractor to place on location at direction of the City. Lights to be in salvageable condition.
- C. Temporary Removal of Fencing
 - 1. There will be small sections of fencing in the outfield that will need to be removed during the installation process. The City of Kearney has agreed to have staff on site to work closely with the installing contractor. The City of Kearney staff will put any sections of the fence back in place once install has been completed.
- D. Bonding: The successful contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the contract as security for the faithful performance of this contract, and a labor and material payment bond in an amount of one hundred percent (100%), or in the penal sum not greater than that prescribed by state, territory, or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The bonds shall be written by a surety licensed to do business in the locale in which the work is being performed and shall be satisfactory to the owner.

The successful contractor shall, upon completion of the project, protect the owner against defective materials or faulty workmanship for a period of two (2) years. The contractor, at the owner's request, shall furnish a maintenance bond for the above outlined maintenance term. This bond shall be in an amount not to exceed one hundred percent (100%) of the contract price.

- E. Codes, Permits and Licenses: All work shall comply with the applicable rules of the National Electrical Code, the National Electrical Safety Code, the National Fire Codes, (published by the National Fire Protection Association), state and local codes and ordinances, and the terms and conditions of the services of the electrical utility, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any of the rules, regulations or requirements of these authorities. The contractor shall procure all necessary permits or licenses to carry out his work, and shall pay the lawful fee therefore, as well as for any inspection fee or the cost of a certificate of approval.

In any instance where these specifications call for materials for construction of a better quality or larger size than required by the codes, the provisions of these

specifications shall take precedence. The codes shall govern in the case of direct conflict between the codes and the plans and the specifications.

2.2 MATERIALS

- A. Approved Materials: All materials supplied by the contractor under the provisions of these specifications and plans shall be new materials of the kind and character called for by the specifications. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the owner. All materials and equipment to be furnished under these specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.
- B. Alternate Materials: The materials specified have been determined to have characteristics appropriate for the purposes of this project. Alternate materials will only be considered as a substitute bid on a separate substitution sheet. No bid will be approved which proposes to use a non-approved substitute. Substitutions will not be considered in determining the lowest responsive bid. The owner reserves the right to reject any or all bids.

2.3 ATTACHMENTS

- A. Existing Speakers to be placed on the A1 and A2 pole with Musco 2P Pole Bracket Trunnion attachment. (2) Speakers to be placed on each pole. Auxiliary Bracket provided and attached by Musco.
- B. (2) Total Light Control™BallTracker™Luminaire to be attached to each pole with Auxiliary Mounting Bracket to be provided and attached to the pole by Musco.
- C. (1) Cree QSQ Area Luminaire to be provided for A1, A2 and B2 pole with Light Structure Mount provided and attached by Musco.

2.4 SITE ACCESS

- A. Contractor Access: For the performance of the contract, the contractor will be permitted to occupy such portions of the site as shown on the plans, or as permitted by the owner or his representative. A reasonable amount of tools, materials or equipment for construction purposes may be stored in such place, but not more than is necessary to avoid delays in construction. Excavated and waste materials shall be piled or stocked in such a way as to not interfere with spaces that may be designated to be left free and unobstructed, not to inconvenience other contractors or the owners.
- B. Owner's Access: The owner's representative shall at all times have access to the work site. The contractor shall keep the owner advised of the progress of the project and shall provide opportunity for the owner or his representative to inspect each phase of the project. The contractor shall provide proper and safe facilities for such access and for inspection.

2.5 REPLACEMENT OF DAMAGED PROPERTY

- A. The contractor shall replace all property damaged by him including fences, trees, plants, grass, walks, drives, building surfaces, etc.

2.6 INSTALLATION

- A. **Manufacturer's Instructions:** Written instructions for the installation of the sports lighting equipment shall be provided by the manufacturer. The contractor shall review the instructions prior to beginning installation and review any areas of concern with the manufacturer.
- B. **Installation of Equipment:** Contractor shall install lighting equipment per manufacturer's stated requirements to ensure lighting performance is achieved.
- C. **Manufacturer Representative:** A qualified representative from the sports lighting manufacturer shall be available to provide installation guidance if required by the contractor.
- D. **Handling of Equipment:** The lighting equipment shall be handled in an appropriate manner to ensure safe installation and prevent damage to the equipment. Repair or replacement of damaged component shall be the responsibility of the installing contractor.
- E. **Rigging:** Use the appropriate rated web fabric slings to lift components into position. Chains or cables shall not be allowed due to potential failure and damage to components.
- F. **Completion Time:** All construction, after Notice to Proceed, is preferred to be completed by January 15, 2019, with an absolute completion date of February 1, 2019.
- G. **Clean-up:** Upon completion of the work and before acceptance and final payment is made, the contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. The contractor shall leave the site of work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the owner.

2.7 FIELD QUALITY CONTROL

- A. **Illumination Measurements:** Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA RP-6-01, Appendix B.
- B. **Correcting Non-Conformance:** If, in the opinion of the Owner or his appointed Representative, the actual performance levels are not in conformance with the requirements of the lighting equipment performance specifications and submitted information, the Contractor shall be liable to any or all of the following if installation of the lighting equipment does not conform to manufacturer's stated requirements:
 - 1. Contractor shall at his expense provide and install any necessary additional fixtures to meet the minimum lighting standards. The contractor shall also either replace the existing poles to meet the new wind load (EPA) requirements or verify by certification by a licensed structural engineer that the existing poles will withstand the additional wind load.
 - 2. Contractor shall minimize the Owner's additional long term fixture maintenance and energy consumption costs created by the additional fixtures by reimbursing the Owner the amount of \$1,000.00 (one thousand dollars) for each additional fixture required.
 - 3. Contractor shall remove the entire unacceptable lighting system and install a

new lighting system to meet the specifications.

2.8 ON-SITE PRE-BID MEETING

- A. Pre-Bid Meeting to be held on site (Memorial Field, 3311 8th Avenue, Kearney, NE) **Date:** Tues., Oct. 9, 2018 **Time:** 8:00 a.m.
- B. Follow-up on site meeting to be held same day to answer any questions contractors may have **Date:** Tues., Oct. 9, 2018 **Time:** 3:00 p.m.

2.9 CITY'S GENERAL ADDITIONAL 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's duties under any agreement resulting from award of this proposal. 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.

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 he/she/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's 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.

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.

All plumbers and electricians must be licensed to work in Kearney, Nebraska. Plumbers and electricians must apply for the appropriate permits. The permits will be issued at no-charge to the Contractor by the City of Kearney.

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

- Reduce the overall cost of a selected proposal 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.