



Sturgis Community Center Pool Resurfacing

**City of Sturgis
1040 Harley-Davidson Way
Sturgis, SD 57785**

Notice for Bids
FOR
Sturgis Community Center Pool Resurfacing

City of Sturgis, South Dakota

Sealed bids will be received by the Finance Office, City of Sturgis, South Dakota, until 2:00 pm, MDT March 10, 2021 at 1040 Harley-Davidson Way Sturgis, SD 57785, and will be publicly opened and read. All BIDS shall be made on forms provided by the City of Sturgis. Each bid envelope shall contain one Bid only, and be marked with the words, "Sealed Bid- City of Sturgis."

PROJECT DESCRIPTION: The project includes work items and materials to resurface the Community Center Pool and therapy pool (hot tub).

Only Contractors who have completed 5 other similar projects will be considered.

Plans and Specifications may be obtained from the City Engineer at 1040 Harley-Davidson Way, Sturgis, SD 57785 at 605-499-8177.

Each bid shall contain a certified check or a cashier's check, for five percent of the amount of the bid. Such check shall be certified or issued by either a state or a national bank and payable to the City of Sturgis. In lieu of a check, a bid may contain a bid bond for ten percent of the amount of the bid. Such bond is to be issued by a surety authorized to do business in South Dakota payable to the City of Sturgis, as a guaranty that the bidder will enter into a contract with the City of Sturgis.

The contract shall be awarded within thirty days of the bid opening by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria. The City of Sturgis may reject any and all bids and re-advertise for bids if none of the bids are satisfactory. The City of Sturgis may waive technical irregularities in the bid of the low bidder which irregularities do not alter the price, quality, or quantity of the services.

City of Sturgis

Publish Dates _____, _____, _____

Bidders Proposal
FOR
Sturgis Community Center Pool Resurfacing

City of Sturgis
1040 Harley-Davidson Way
Sturgis, SD 57785

March 10, 2020
2 pm

PROJECT DESCRIPTION: The project includes work items and materials to resurface the Community Center Pool and therapy pool.

The project should be completed by April 8, 2022.

Bidder acknowledges the following:

Bids shall include all applicable State and Municipal Sales and Use Taxes on materials, and State and Municipal Excise Taxes, and all other State, Local, or Federal Taxes or Fees that will affect the amount of the Bid.

In accordance with SDCL-34-44-8 all bidders are notified that this project does not involve asbestos containing materials. No asbestos containing materials will be allowed to be installed on this project.

The Bidder agrees and states that he has read all contract documents, is familiar with the terms and conditions and agrees to enter into the attached Contract Agreement and acknowledges the receipt of Addenda.

The Bidder will attach a list of a minimum of 5 similar projects that they have completed. The list shall name the project, location, contact person with their email and phone number.

The contract award will be based on the lowest total bid price. The City of Sturgis may waive technical irregularities in the bid or proposal of the low bidder or offeror which irregularities do not alter the price, quality, or quantity of the services.

Authorized Signature _____

Printed Name and Title _____

Bidder Name (company name) _____

Bidder Address _____

Business type (corporation, LLC, etc.) _____

Where organized _____

Date _____

Bidder acknowledges receipt of the following Addenda:

Addendum #

Date

Contract Agreement
FOR
Sturgis Community Center Pool Resurfacing
between
City of Sturgis (Owner)
1040 Harley-Davidson Way
Sturgis, SD 57785
And
Contractor
Date

The Contractor will commence and complete the construction of PROJECT DESCRIPTION: The project includes work items and materials to resurface the Community Center Pool and therapy pool.

The contractor will furnish all necessary labor, tools, material and equipment and other services necessary for the construction and completion of the project.

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms for the sum of \$***** as shown in the Bid Schedule.

The term Contract Documents means and includes the following:

- Notice for Bids
- Addendum
- Bidders Proposal
- Bid Schedule
- Bid Bond
- Contract Agreement
- Performance Bond
- EJDC C-700 Standard General Conditions of the Construction Contract (2007)
- Special Provisions
- Drawings are as-builts and are for reference only
- Notice of award
- Notice to proceed
- Change order

The Owner will pay the Contractor upon completion and receiving the warranty registration.

This Contract Agreement will be binding upon both parties.

In witness, the parties have executed this Contract Agreement.

City of Sturgis (Owner)

Authorized Signature _____

Printed Name and Title _____ Daniel Ainslie, City Manager _____

Date _____

Contractor

Authorized Signature _____

Printed Name and Title _____

Contractor _____

Date _____

Notary attest

Printed Name _____

Date _____

Special Provisions
FOR
Sturgis Community Center Pool Resurfacing
City of Sturgis, South Dakota

PROJECT DESCRIPTION: The project includes work items and materials to resurface the Community Center Pool and therapy pool.

The address of the Community Center is 1401 Lazelle St, Sturgis, SD 57785

1.0 SECTION 1: GENERAL

1.1 Contract Terms

Contract terms will be per the Engineer's Joint Council documents.

The City has provided as-built drawings of the pool for reference. The contractor is encouraged to visit the pool in person.

1.2 Licensing

The Contractor shall submit a list of all subcontractors to City Engineer. The prime contractor and the subcontractors must all be licensed with the City. No contractor will be allowed to work on the project until they are licensed. Licensing is how the City ensures Contractors have the proper insurance. The Contractor does not need to be licensed at bid letting. However, the contract will not be signed until the Contractor is licensed. A contractor's license costs \$125 for one year.

The City will provide a building permit for free.

1.3 Submittals (includes shop drawings)

Submittals are required for all materials at least 7 days prior to approval. Submittals will be accepted only from the Contractor. Electronic format of submittal is encouraged. The Engineer will review the items and either ask for changes or approve the items within 6 business days.

1.5 Payments

The Contractor may submit invoices whenever convenient. The invoices must be received by the Monday before Council meetings to be approved before payment at the council meeting.

1.6 Waste

The contractor is required to dispose of all materials in a legal manner. The contractor will pay all disposal costs.

The contractor may not dispose of material down the sanitary sewer.

1.7 Warranty Period

The warranty period will be one year after the project is completed. The contractor is responsible for registering the project with the manufacturer within their timeframe. Final payment will not be made until proof of this registration is completed.

2.0 SECTION: WORK

2.1 Schedule

The City uses the pool all year for open swim, ongoing water aerobics, and swim team. The High School uses the pool for swim classes. The Center staff arranges 6 week long swim lessons. The easiest time to shut the pool down is during the Rally time frame – the weeks before and after August 6-15. However, the City recognizes that it may be more cost effective to shut the pool down during other times.

The City requests a 6 week warning before work begins. The contractor may also work with the City to find a mutually acceptable time to begin. The City may choose not to end swim lessons early to accommodate the contractor, for example.

2.1 Preconstruction

The contractor needs to submit a sketch to show where any equipment or waste bins will be stored on site. The City holds various events during the year, and some areas may not be available during the proposed time. The City will work with the contractor to find a location that works for both parties.

The City's point of contact is Rod Heikes at 605-347-6513 and cell 605-490-1405.

Before the contractor starts work, the contractor must contact Kelly Aldren of Rasmussen at 605-461-7160 to coordinate the HVAC and boiler systems. Rasmussen has the service contract for the units.

2.1 Work

The pool may not be closed until all the material is on site. Once the pool is closed, the City requires the contractor to complete the work within a 21 day timeframe.

City staff or equipment will not be available to unload trucks.

2.2 Material

The City is requiring the use of (Southern Grouts and Mortars) SGM Diamond Brite color Blue Quartz. The contractor must use all products as required by the manufacturer. The contractor must show pool staff original manufacturer packaging. The material should be all from the same batch or blended as the manufacturer recommends.

2.3 Application

The contractor is completely responsible for following manufacturer's direction in every manner.

2.4 Refilling the pool

The Pool must be refilled in the manner as directed by the manufacturer.

2.5 Pool Deck Usage

The contractor must protect the locker room openings, lights, sauna, and other systems. The contractor may use the pool deck once the pool is closed. The contractor is responsible to repair any damage they caused at no cost to the city.

2.6 Pay Items

2.6.1 Mobilization: This item covers contractor licensing and bonding.

2.6.2 Sandblasting Pool: This item covers all labor and materials to set up and sandblast the pool. This includes all incidental items and time.

2.6.3 Diamond Brite Pool : This item covers all labor and material to Diamond Brite the pool. This includes all incidental items and time. The intention of the City is to leave the existing lane and target tiles.

2.6.4 Sandblasting Therapy Pool: This item covers all labor and materials to set up and sandblast the therapy pool. This includes all incidental items and time.

2.6.6 Diamond Brite Therapy Pool : This item covers all labor and material to Diamond Brite the therapy pool. This includes all incidental items and time. The city's intention is to keep the existing tile.

Notice to Proceed
FOR
Sturgis Community Center Pool Resurfacing
between
City of Sturgis (Owner)
1040 Harley-Davidson Way
Sturgis, SD 57785
And
Contractor
Date

Contractor is notified that they may commence the work beginning, *** 2021 in accordance with the Contract Agreement.

City of Sturgis (Owner)

Authorized Signature _____

Printed Name and Title _____ Daniel Ainslie, City Manager _____

Date _____

CHANGE ORDER

Order # _____

Date _____

Agreement date _____

Project Description _____

Owner: **City of Sturgis** _____

Contractor _____

The following changes are made to the CONTRACT DOCUMENTS

1. Change to CONTRACT TIME:

Working day extension _____

Justification

The CONTRACT TIME will be (increased) (decreased) by working days.

2. Change to CONTRACT PRICE:

ORIGINAL CONTRACT PRICE _____

CURRENT CONTRACT PRICE adjusted by previous change order _____

Change to CONTRACT PRICE due to CHANGE ORDER will be (increased) by \$ _____

Or (decreased) by \$ _____

CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Approvals required: Requested by: _____

Contractor- print name _____

Recommended by: _____

Engineer – print name _____ Liz Wunderlich, P.E.

Accepted by: _____

Owner – Daniel Ainslie, City Manager _____