



**SPECIFICATIONS
AND
BID DOCUMENTS**

**PARKS &
RECREATION
DEPARTMENT**

**INSTALLATION OF NEW
TURF and SYNTHETIC
COURT FLOORING**

**CITY OF GRAND ISLAND
FIELDHOUSE
FONNER PARK**

City Hall
Box 1968
Grand Island, NE 68802
(308) 385-5444 ext. 290

2010

BIDDER'S CHECKLIST FOR

**Installation of New Turf and Synthetic Court Flooring
City of Grand Island Fieldhouse – Fonner Park**

Bids must be received by the City Clerk before 2:00 p.m. (local time) on April 21, 2010.

The following items must be completed for your bid to be considered.

- A signed original and one copy of the bid document. (Instruction to Bidders page 1 of 3 and the Contractors Bid pages 1, 2 and 3).
- A signed original of the bidders checklist.
- Acknowledgment of Addenda Number(s) _____.
- A certified check, cashiers check or bid bond in a **(separate envelope) attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened.

Signed by _____
Bidder Only

**INSTALLATION OF NEW
TURF AND SYNTHETIC COURT FLOORING
CITY OF GRAND ISLAND FIELDHOUSE – FONNER PARK
PARKS & RECREATION DEPARTMENT**

CITY OF GRAND ISLAND, NEBRASKA

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**ADVERTISEMENT TO BIDDERS
FOR
INSTALLATION OF NEW
TURF AND SYNTHETIC COURT FLOORING
CITY OF GRAND ISLAND FIELDHOUSE – FONNER PARK**

CITY OF GRAND ISLAND, NEBRASKA

Sealed bids will be received at the office of the City Clerk, 100 E. First St., Grand Island, NE 68801 or P.O. Box 1968, Grand Island, Nebraska, 68802 until **2:00 PM (Local Time), April 21, 2010** for the **Installation of a New Turf and Synthetic Court Flooring**, FOB the City of Grand Island. Bids will be publicly opened at this time in the Conference Room #1 located on 1st floor of City Hall. Bids received after specified time will be returned unopened to sender.

Specifications and forms for use in preparing bids may be obtained from the Parks & Recreation office, located in City Hall, 2nd floor, 100 East First Street, Grand Island, NE 68801, from 8:00 am - 5:00 pm; Monday through Friday. (308) 385-5444 ext. 290. Bids shall be submitted on forms which will be furnished by the City.

Each bidder shall submit with his bid a certified check, a cashiers check or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within 30 days, at the bid price, if accepted by the City. **Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened or considered.** Bid bonds must be issued by surety companies authorized to do business in the State of Nebraska.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S. 73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free work place policy.

The successful bidder will be required to provide:

- A. **A performance bond** satisfactory to the Buyer, executed by a surety company authorized to do business in the State of Nebraska or otherwise secured in a manner satisfactory to the Buyer, in an amount equal to 100% of the price specified in the contract.
- B. **A payment bond** satisfactory to the Buyer, executed by a surety company authorized to do business in the State of Nebraska or otherwise secured in a manner satisfactory to the Buyer, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the price specified in the contract.

The award winning offeror will be required to comply with minimum Insurance requirements.

Bids will be evaluated by the Purchaser based on price, quality, adherence to schedule, plan and specification, economy and efficiency of operation, experience and reputation of bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended. The Purchaser reserves the right to reject any or all bids and to waive irregularities therein and to accept whichever bid that may be in the best interest of the Buyer, at its sole discretion.

No bidder may withdraw his bid for a period of thirty days after date of opening bids.

RaNae Edwards, City Clerk

**INSTRUCTIONS TO BIDDERS
INSTALLATION OF NEW
TURF AND SYNTHETIC COURT FLOORING
CITY OF GRAND ISLAND FIELDHOUSE – FONNER PARK**

CITY OF GRAND ISLAND, NEBRASKA

EXCEPTIONS TO SPECIFICATIONS: Each bidder shall carefully check all requirements herein set forth and shall offer items which fully comply with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein his/her items offered do not meet these specifications. Such exceptions as are made shall be listed by page number in the following blanks and shall be marked in ink on the pages of these specifications. If additional space is required for exception explanation, please reference and attach a letter to bid. Reference shall not be made to other attachments for exceptions and supplementary terms. Failure to outline such exceptions as specifically stated herein will require the successful bidder to comply with these specifications. In case of conflict between the bid and these specifications, these specifications shall govern unless specific exceptions are listed by the bidder.

Exceptions to specification pages:

SUBMISSION OF BIDS: All bids shall be submitted on the bid forms hereto attached, which shall remain with the complete Contract Documents as originally issued and **be addressed to the City Clerk** and plainly marked, **"TURF AND SYNTHETIC COURT FLOORING"**.

INSURANCE COVERAGE: The Contractor shall purchase and maintain at his/her expense as a minimum insurance coverage of such types and in such amounts as are specified herein to protect Contractor and the interest of Owner and others from claims which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of Contractor to maintain proper insurance coverage shall not relieve him/her of any contractual responsibility or obligation.

BASE BID: The bidder is expected to base his/her bids on materials and items complying fully with these specifications, and in the event he/she names in his/her bid materials or items which do not conform, he/she will be responsible for furnishing materials and items which fully conform at no change in his/her bid price.

ALTERNATE BIDS: It is the desire of the Owner that the bidder base his/her bid price for this project on the written specifications. If an alternate bid or bids are submitted by a bidder, it is desired that he/she first submit a bid price as above described and then describe his/her alternate bid. Failure to do so may be reason for not extending any consideration to alternate bids.

BIDDER QUALIFICATION: Bids will be received only from qualified bidders. A bidder will be considered qualified if he/she is a recognized manufacturer or supplier of materials and items similar to that specified herein with complete factory facilities in the United States and has had experience in the design and manufacture of items of equal or greater size than that specified herein. If requested, the Bidder shall supply experience data. Such data will be used to assist in determining the qualifications of the Bidder. Bidder must comply with all applicable Federal, State and Local rules and regulations.

TAXES: Contractor must pay any tax which might be applicable.

REQUESTS FOR PAYMENT: Requests for payment must be submitted to the State Fair/Wells Fargo to allow proper review and consideration. Payments will only be made after final completion of the project to Buyer's satisfaction unless otherwise stated in bidding documents.

REQUEST FOR INTERPRETATION: If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the specifications or other proposed Contract documents, he/she may submit to the Purchasing Department a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and/or delivered to each person receiving a set of such documents. The addenda upon closing shall become a part of the Contract. The Purchasing Department will not be responsible for any other explanation or interpretation of the proposed documents.

TIME OF COMPLETION: Time of completion is the essence of this Contract. Installation of Bid C is to begin October 1, 2010 and be completed by October 29, 2010. Installation of Bid A and B are to start on October 1, 2010 and be completed by October 15, 2010.

CANCELLATION CLAUSE: The Buyer reserves the right to cancel the contract for the Buyer's convenience. In that event, the contractor will be paid for goods and services actually performed and provided at the time of cancellation.

CLEANING UP: Contractor shall maintain a clean and safe work area while on site.

ADDENDA: Any addendum to the specifications issued during the time allowed for preparation of bids shall be covered in the bid and shall become a part of the specifications. One copy of each addendum issued before the date of the letting will be sent to all bidders. One signed copy is to be returned immediately to the Purchasing Department (or other department if so designated in the Addendum) as acknowledgement of receipt.

GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

MODIFICATION OF BIDS: Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted at any time prior to the final time set for receiving bids. Bidders may modify or withdraw bids by Fax communication at any time prior to the time set for receiving bids provided this instruction is positively identified. Any Fax modification should not reveal the amended bid price but should provide only the addition, subtraction or other modifications. A duly-executed document confirming the Fax modification shall be submitted within three days after bids are opened.

BID DATA: Bidders shall submit bid data, if required, on items offered in the Bid by filling in one set of data sheets supplied by the Purchasing Department. The bid sheets shall be filled out legibly in ink to permit reproduction.

FINANCIAL STATEMENT: The bidder shall furnish upon request a complete financial statement signed by the bidder, if an individual, by all partners if the bidder is a partnership and, by the President or Secretary, if the bidder is a corporation.

EQUAL EMPLOYMENT OPPORTUNITY: The Contractor agrees that during the performance of this Contract not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, disability, age or national origin, and to comply with Executive Order 11,246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor, and Chapter 20 of the Revised Statutes of the State of Nebraska. Every public contractor and his, her or its subcontractors who are awarded a contract for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services with the State of Nebraska.

LOCAL CONDITIONS: Each bidder shall have an authorized representative visit the site of the work and thoroughly inform himself/herself of all conditions and factors which would affect the work and the cost thereof, including the arrangement and conditions of existing or proposed structures affecting or affected by the proposed work; the procedure necessary for maintenance of uninterrupted operation; the availability and cost of labor and facilities for transportation, handling, and storage of materials and equipment.

It must be understood and agreed that all such factors have been investigated and considered in the preparation of every bid submitted. No claims for financial adjustment (to any Contract awarded for the work under these Specifications and documents) will be permitted by the Buyer, which are based on lack of such prior information, or its effect on the cost of the work.

CORRESPONDENCE: Correspondence regarding drawings, instruction manuals, and other engineering data shall be clearly marked "FOR PARKS & RECREATION DEPARTMENT" and sent through:

City of Grand Island
P.O. Box 1968
Grand Island, NE 68802-1968
(308) 385-5444, Extension 138

LOCAL BIDDER PREFERENCE: In case of tied low bids, all other things being equal, preference shall be given in the following order:

1. To those bidders who manufacture their products within the limits of the City of Grand Island.
2. To those bidders who manufacture their products within the limits of the County of Hall.
3. To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the City of Grand Island.
4. To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the County of Hall.
5. To those bidders who maintain a bona fide business office in the City of Grand Island, whose products may be made outside the confines of the City of Grand Island.
6. To those bidders who maintain a bona fide business office in the County of Hall, whose products may be made outside the confines of the County of Hall.
7. To those bidders whose commodities are manufactured, mined, produced, or grown within the state of Nebraska, and to all firms, corporations, or individuals doing business as Nebraska firms, corporations or individuals, when quality is equal or better, and delivered price is the same or less than the other bids received.
8. To those bidders whose commodities are manufactured, mined, produced, or grown within the United States of America, and to all firms, corporations, or individuals doing business as firms registered in states other than Nebraska, when quality is equal or better, and delivered price is the same or less than the other bids received.

**INSTALLATION OF NEW
TURF AND SYNTHETIC COURT FLOORING
CITY OF GRAND ISLAND FIELDHOUSE – FONNER PARK
CITY OF GRAND ISLAND, NEBRASKA**

CONTRACTOR'S BID

STATE FAIR BOARD/WELLS FARGO
C/O CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

THE UNDERSIGNED BIDDER, having examined the plans, specifications, general and special conditions, and other proposed contract documents, and all addenda thereto and being acquainted with and fully understanding (a) the extent and character of the work covered by this Bid, (b) the location, arrangement, and specified requirements for the proposed work, (c) the location, character, and condition of existing streets, roads, highways, railroad, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations, both surface and underground which may affect or be affected by the proposed work, (d) the nature and extent of the excavations to be made and the handling and re-handling of excavated materials, (e) the location and extent of necessary or probable dewatering requirements, (f) the difficulties and hazards to the work which might be caused by storm and flood water, (g) local conditions relative to labor, transportation, hauling and rail delivery facilities, and (h) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plans, to perform all necessary labor and supervision, and to construct, install, erect, equip and complete all work stipulated in, required by and in accordance with the contract documents and the plans, specifications and other documents referred to therein (as altered, amended or modified by all addenda thereto) for and in consideration of the following prices:

<u>DESCRIPTION</u>	<u>\$ Per Sq Ft</u>	<u>TOTAL</u>
<u>Bid "A"</u>		
Installation of a 210' x 100' "AstroTurf Puregrass" type removable turf system	\$ _____	\$ _____
Option: TURFAIDE "Anti-Microbial" Treatment	\$ _____	\$ _____
<u>Bid "B"</u>		
Installation of a 290' x 30' "AstroGrass" type removable turf system	\$ _____	\$ _____
Option: TURFAIDE "Anti-Microbial" Treatment	\$ _____	\$ _____
<u>Bid "C"</u>		
Installation of a 96' x 144' "Poured" Athletic Court	\$ _____	\$ _____

Buyer reserves the right to increase the square footage of any category and unit prices will remain firm in that event.

Multiple Bid Summary: The Buyer reserves the right to award one or all floor surface projects to one or multiple bidders. The City of Grand Island recognizes that pricing may differ in the event that combinations of the bid are awarded. Specify below the price differences if your company is awarded multiple floor projects. Please clearly explain pricing for all combinations of the projects your company is bidding.

Multiple Bid Summary (Continued)

EXPERIENCE DATA:

Please list similar projects you've completed in the last five years.

Each bidder shall supply the following data on his/her experience:

Name of Bidder: _____

Project Owner/Contact/Phone No.	Project Location	Completion Date
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Additional Data: _____

ADDENDA:

Bidder acknowledges that Addenda Number(s) _____ were received and considered in bid preparation.

The undersigned bidder agrees to furnish the required bonds and to enter into a contract immediately after acceptance of this Bid, and further agrees to complete all work covered by the foregoing bid in accordance with specified requirements. Time of completion is the essence of this Contract. Installation of Bid C is to begin October 1, 2010 and be completed by October 29, 2010. Installation of Bid A and B are to start on October 1, 2010 and be completed by October 15, 2010. **No work shall commence until the certificate of insurance and bonds (when required) are approved by the Buyer and the contract is executed.** It is understood and agreed that time is the essence of the contract.

In submitting this bid it is understood that the right is reserved by the Buyer to reject any and all bids; to waive irregularities therein and to accept whichever bid that may be in the best interest of the Buyer. It is understood that this bid may not be withdrawn until after thirty (30) days from bid opening.

In submitting this bid, the bidder states that bidder fully complies with, and will continue to comply with, applicable State fair labor standards as required by section 73-102 R.R.S., 1943 and also complies with, and will continue to comply with, section 48-657 R.R.S., 1943 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

The undersigned bidder hereby certifies (a) that this bid is genuine and is not made in the interest of or in the behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, (b) that he/she has not

directly or indirectly induced or solicited any person, firm or corporation to refrain from bidding, (c) that he/she has not sought, by collusion or otherwise, to obtain for himself/herself an advantage over any other bidder or over the Buyer, and (d) that he/she has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

Bidder acknowledges that the City of Grand Island is merely soliciting and evaluating bids on behalf of the State Fair Board and Wells Fargo Bank.

DATED _____

SIGNATURE OF BIDDER:

If an Individual: _____ doing business

as _____

If a Partnership: _____

by _____, member of firm.

If a Corporation: _____

by _____ (Seal)

Title _____

Business Address of Bidder _____

Telephone Number of Bidder _____ Fax Number of Bidder _____

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between _____ hereinafter called the Contractor, the Nebraska State Fair and Wells Fargo Bank, hereinafter called Buyer.

WITNESSETH:

THAT, WHEREAS, contract documents have been prepared and an advertisement calling for bids were published, for **Installation of a New Turf and Synthetic Court Flooring**; and

WHEREAS, bids were publicly opened, examined, and it has been determined the aforesaid Contractor was the lowest responsive and responsible bidder.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the Buyer for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the Buyer, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications and Bid Documents, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the official award of this contract to the said Contractor, such award being based on the acceptance by the Buyer of the Contractor's bid;

ARTICLE II. That the Buyer shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of :

Bid A _____	Dollars \$ _____
Bid B _____	Dollars \$ _____
Bid C _____	Dollars \$ _____
Total Contract: _____	Dollars \$ _____

for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the Buyer in purchasing materials and supplies for the Buyer for this project. The Buyer shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the Buyer. The vendor shall make demand or claim for payment of the purchase price from the State Fair/Wells Fargo by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the Wells Fargo directly from the vendor. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the Buyer. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the **INSTALLATION OF NEW TURF AND SYNTHETIC FLOORING.**

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required insurance and bond are approved. Time of completion is the essence of this Contract. Installation of Bid C is to begin October 1, 2010 and be completed by October 29, 2010. Installation of Bid A and B are to start on October 1, 2010 and be completed by October 15, 2010. It is understood and agreed that time is the essence of the contract.

CONTRACT AGREEMENT (Continued)

ARTICLE V. The Contractor agrees to comply with all applicable labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. Every public contractor and his, her or its subcontractors who are awarded a contract for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the state of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

Contractor _____

By _____

Date _____

Title _____

NEBRASKA STATE FAIR

By _____

Date _____

Title _____

WELLS FARGO BANK

By _____

Date _____

Title _____

MINIMUM INSURANCE REQUIREMENTS
CITY OF GRAND ISLAND, NEBRASKA

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the bidder and the interests of the Buyer against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$500,000 Combined Single Limit
---------------------------------	---------------------------------

3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. ADDITIONAL REQUIREMENTS

The Buyer may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the Buyer releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the Buyer prior to starting any work on this Contract. **The certificates shall show the Wells Fargo Bank as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the Buyer before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the bidder cannot have the "endeavor to" language stricken, the bidder may elect to provide a new certificate of insurance every 30 days during the contract. Bidder shall immediately notify the Buyer if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**

Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

PURCHASING AGENT APPOINTMENT					
Name and Address of Prime Contractor			Name and Address of Governmental Unit or Exempt Organization		
Name			Name		
Street or Other Mailing Address			Street or Other Mailing Address		
City	State	Zip Code	City	State	Zip Code
Name and Location of Project			Appointment Information		
Name			Effective Date (see Instructions)		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only)		

Identify Project

The undersigned governmental unit or exempt organization appoints the above-named contractor and the contractor's delegated subcontractors as its agent to purchase and pay for building materials that will be annexed to real estate by them into the tax exempt construction project stated above.

sign here ▶

Authorized Signature of Governmental Unit or Exempt Organization

Title

Date

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY			
Name and Address of Subcontractor			Delegation Information
Name			Effective Date
Street or Other Mailing Address			Expiration Date
City	State	Zip Code	Portion of Project

The undersigned prime contractor hereby delegates authority to act as the purchasing agent of the named governmental unit or exempt organization to the above-named subcontractor.

sign here ▶

Signature of Prime Contractor or Authorized Representative

Title

Date

INSTRUCTIONS

WHO MUST FILE. Any governmental unit or organization that is **exempt** from sales and use tax may appoint as its agent a prime contractor to purchase building materials and/or fixtures that will be annexed to property that belongs to or will belong to the governmental unit or exempt organization pursuant to a construction contract with the governmental unit or exempt organization. The appointment of the prime contractor as its agent is completed by issuing a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to the prime contractor. The Form 17 is required to be given to the contractor **BEFORE** he or she annexes building materials. The governmental unit or exempt organization must identify the project (e.g., east wing, chapel construction, or new school auditorium). Most

nonprofit organizations are **NOT** exempt from sales tax in Nebraska. In addition, not all governmental units are exempt from Nebraska sales tax. Refer to Contractor Information on our Web site for additional information on exempt entities. A contractor can confirm the exempt status of a governmental unit or exempt organization by contacting the Nebraska Department of Revenue.

The exemption from the payment of the Nebraska and local option sales and use taxes only applies if the governmental unit or exempt organization directly, or through its contractor, pays for the building materials. **IMPORTANT NOTE:** When an organization that requires licensure in order to be exempt (i.e., nonprofit hospitals), but is not licensed at the time of the construction project, the exempt organization **CANNOT**

issue either a purchasing agent appointment or an exemption certificate. If the exempt organization becomes licensed upon completion of the project, it may apply for a refund of the tax paid or collected by the contractors.

WHEN TO FILE. A prime contractor engaging in a construction project with a governmental unit or exempt organization must receive a properly completed and signed Form 17 **BEFORE** any building materials are annexed. If Form 17 is not issued, the contractor must pay the sales and use taxes and the governmental unit or exempt organization may obtain a refund of the taxes paid by the contractor.

WHERE TO FILE. A copy of the completed form should be retained by the governmental unit or exempt organization issuing the Form 17. The original is to be retained by the prime contractor. Copies of this form must be made by the prime contractor for delegation purposes to any subcontractors working on the project identified on this form.

APPOINTMENT INFORMATION. Enter the dates the purchasing agent appointment will become effective and when it will expire. This appointment will not allow any purchases without payment of the tax by the prime contractor or subcontractor before the effective date or after the expiration date. The dates the delegation becomes effective and the expiration dates must be completed. The phrase "upon completion" or similar phrase is not acceptable as an expiration date. The governmental unit or exempt organization may need to issue another Form 17 if the project is not completed within the prior "effective" and "expiration" dates. Exempt organizations must enter their Nebraska Sales and Use Tax Exemption number.

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY. The prime contractor may delegate his or her authority to act as the purchasing agent of the governmental unit or exempt organization to a subcontractor. The prime contractor must complete his or her copy of Form 17 for each subcontractor who is delegated authority to act as a purchasing agent. Reproductions of this delegation must be provided to the subcontractor, who must retain a copy for his or her records, and to the governmental unit or exempt organization.

Enter the dates the delegation of the subcontractor will become effective, when it will expire, and the portion of the project delegated. This delegation will not allow any purchases without payment of the tax by the subcontractor before the delegation date or after the expiration date. Any further delegation from a subcontractor to additional subcontractors must be delegated by providing a copy of the Form 17 that they received from the prime contractor and attaching it to a separate Form 17 with any further delegation to other subcontractors. The purchasing agent appointment is limited to the contractor's purchase of building materials and/or fixtures for the specific project and is only valid during the appointment dates shown on the Form 17.

EXEMPT SALE CERTIFICATE. A prime contractor who has been appointed to act as a purchasing agent by a governmental unit or exempt organization, and who hires a subcontractor operating as an Option 1 contractor, must provide to that subcontractor a completed copy of Form 17 and a Nebraska Resale or Exempt Sale Certificate, Form 13, with Section C,

Part 2, completed. The subcontractor will retain these forms in his or her records, and will not charge the contractor sales tax on any portion of the invoice involving the annexation of materials to the specific project identified on the Form 17. If these forms are not provided to the subcontractor operating under Option 1, the subcontractor must collect and remit sales tax on the charge for the separately stated building materials portion of the invoice. If the Option 1 subcontractor does not separately state the charge for the building materials from contractor labor, then the entire charge is taxable to the prime contractor.

Contractors operating under Option 2 (maintaining a tax-paid inventory) who have been issued a Form 17 from a governmental unit or an exempt organization, must furnish each vendor a copy of the Form 17 and a Form 13, completing Section C, Part 2, when purchasing building materials that will be annexed to real estate. Forms 13 and 17 must be retained with the vendor's and contractor's records for audit purposes. A contractor or subcontractor may reproduce copies of these documents which will be furnished to the vendors for each invoice or order made by them.

Invoices from vendors for the purchase of building materials by the contractor as purchasing agent, or the authorized subcontractor, must clearly identify that such purchase is for the specific Form 17 project.

CREDIT/REFUND OF SALES AND USE TAX. A contractor or subcontractor who has been appointed as a purchasing agent before any materials are annexed, may withdraw sales or use tax-paid materials from inventory that will be annexed to real estate or used to repair property annexed to real estate and receive a credit for the sales or use tax amount previously paid on those materials.

The contractor or subcontractor may take a credit either against his or her current tax liability, or file a Claim for Overpayment of Sales and Use Tax, Form 7, and receive a refund of the sales or use tax paid on those materials.

TOOLS, EQUIPMENT, AND SUPPLIES. The purchase, rental, or lease of tools, supplies, or equipment (i.e., scaffolding, barricades, machinery, etc.) by a contractor for use in the completion of an exempt project CANNOT be purchased tax free, even if the contractor has been issued a Form 17. These items do not become annexed to the real estate.

OPTION 1 CONTRACTOR ONLY. If an Option 1 contractor is the **only** contractor involved in performing work for a governmental unit or exempt organization, a Form 17 is NOT required. The Option 1 contractor must only obtain a Form 13, Section B, from the exempt project owner.

PENALTY. Any person who signs this document with the intent to evade payment of tax is liable for the sales and use tax, interest, and penalty, and may be found guilty of a misdemeanor.

AUTHORIZED SIGNATURE. The purchasing agent appointment must be signed by an officer of the exempt organization or proper government official. The delegation of prime contractor's authority must be signed by the owner, partner, corporate officer, or other individual authorized to sign by a power of attorney on file with the Nebraska Department of Revenue.

**SPECIAL PROVISIONS
FOR
INSTALLATION OF NEW
TURF AND SYNTHETIC COURT FLOORING
CITY OF GRAND ISLAND FIELDHOUSE – FONNER PARK**

CITY OF GRAND ISLAND, NEBRASKA

Contact Person: Todd McCoy, Recreation Superintendent
City Hall
100 E First Street
Grand Island, NE 68801
308-385-5444 extension 290

The product described shall be new. All standard materials shall be included and any optional equipment as deemed necessary by the City of Grand Island. The product shall be complete with all parts and components not specifically mentioned in these specifications but which are required to provide a complete system. The City will consider any product that meets or exceeds required minimum specifications. The Buyer reserves the right to reject any or all bids and waive any technicalities, at its sole discretion.

BID "A"

1. Description

- Scope: The complete installation of 210' x 100' "AstroTurf Puregrass" indoor artificial turf system or comparable product - ("Removable" System with Velcro Fasteners)

2. Quality Assurance

- The Artificial Turf Manufacturer must have successfully manufactured a minimum of five (5) fields of similar type – knitted construction with attached polyurethane 5mm shock pad, with velcro fasteners. A list of installations must be provided at the request of the owner. Installer must be Approved and Certified by the manufacturer.

3. Delivery and Storage

- Deliver and store the material in the original packaging with the labels intact in a controlled environment of a minimum temperature of 55°F (13°C) and under 50% relative humidity. Protect work until accepted by owner.

4. Material

- The artificial turf shall be of tufted construction using all nylon fibers. *(POLYETHYLENE FIBERS ARE NOT PERMITTED).*
- Roll widths must be a minimum of 15' wide.
- Modular systems are not permitted.
- Synthetic turf system must be certified to be manufactured with environmentally safe materials and meet the stringent DIN 18035-7 standard for environmental compatibility with respect to heavy metals, including lead.

Material must meet the following minimum requirements or otherwise noted in the "Exception to Bidders" on page 1 of the bid.

MATERIALS	IDENTIFICATION
YARN POLYMER	NYLON 6 MONOFILAMENT
SECONDARY YARN FIBERS [Root Zone]	NYLON 6
YARN CROSS-SECTION	DIAMOND
STANDARD COLOR	STADIUM GREEN
UV STABILIZED	YES
PRIMARY BACKING	18PIC/188
SECONDARY BACKING	POLYURETHANE
POROUS SECONDARY BACKING	NONE
TEXTURED YARN NOMINAL DENIER	4200
FILAMENTS PER NEEDLE	8
ROOT ZONE DENIER	4200

PILE WEIGHT	56.0	Oz/yd ²	1899	g/m ²
PILE HEIGHT (BLADE LENGTH)	1 1/4"	Inches	30	mm
PU SHOCK PAD	3/16	Inches	5	mm
GRAB STRENGTH	150	LBS.	68	Kg
ROLL WIDTH	15	FT.	4.6	M

5. Line Marking

- All lines and field numbers shall be "painted". Stripping will consist of two (2) small soccer fields.
- Line layout to be determined and approved by the City of Grand Island.

6. Artificial Turf Installation (As recommended by Manufacturer)

- Unroll turf and allow turf to relax (minimum of 24 hours).
- Straight-edge and trim long seams.
- Fold back rolls and mark center line of turf seam.
- Install Velcro Fasteners as recommended by manufacturer.
- Assemble field.
- Trim turf rolls around the perimeter of the field and attach turf to perimeter edge.
- Layout and Paint Game Lines.
- Mechanically brush entire turf field to "Stand" fibers.
- Blow off and clean entire turf.

Turfaide (OPTIONAL)

- TURFAIDE "ANTI-MICROBIAL" treatment shall be applied to the artificial turf. Application shall be applied at the factory and by a "certified applicator". Applying turfaide on site, after installation of the artificial turf is not acceptable.

BID "B"

1. Description

- Scope: The complete installation of 290' x 30' "AstroGrass" indoor artificial turf system or comparable product - ("Removable" System with Velcro Fasteners)

2. Quality Assurance

- The Artificial Turf Manufacturer must have successfully manufactured a minimum of five (5) fields of similar type – "Tufted" construction with attached polyurethane 3MM shock pad, with velcro fasteners. A list of installations must be provided at the request of the owner. Installer must be Approved and Certified by the manufacturer.

3. Delivery and Storage

- Deliver and store the material in the original packaging with the labels intact in a controlled environment of a minimum temperature of 55°F (13°C) and under 50% relative humidity. Protect work until accepted by owner.

4. Material

- The artificial turf shall be of "tufted" construction.
- Roll widths must be a minimum of 15' wide.
- Modular systems are not permitted.
- Synthetic turf system must be certified to be manufactured with environmentally safe materials and meet the stringent DIN 18035-7 standard for environmental compatibility with respect to heavy metals, including lead.

Material must meet the following minimum requirements or otherwise noted in the "Exception to Bidders" on page 1 of the bid.

MATERIALS (TURF)	SPECIFICATION
YARN POLYMER	NYLON 6
YARN CROSS-SECTION	DIAMOND
COLOR	STADIUM GREEN
PRIMARY BACKING	POLYESTER
COATING MATERIAL	ACRYLIC
RIBBON	BULKED
TEXTURE	510 PER FILAMENT
FILAMENTS PER NEEDLE	10
FINISHED FABRIC (TURF)	
PILE WEIGHT	32 OZ/SQYD
BACKING WEIGHT	4.0 OZ/SQYD
COATING WEIGHT	3.5 OZ/SQYD
PILE HEIGHT	0.51 INCH
TUFT BIND	>6.0 LBS
GRAB STRENGTH	>150 LBS
ROLL WIDTH	15.2 FEET

5. Line marking

- No lines will be stripped.

6. Artificial Turf Installation (As recommended by Manufacturer)

- Unroll turf and allow turf to relax (minimum of 24 hours).
- Straight-edge and trim long seams.
- Fold back rolls and mark center line of turf seam.
- Install Velcro Fasteners as recommended by manufacturer.
- Assemble field.
- Trim turf rolls around the perimeter of the field and attach turf to perimeter edge.
- Mechanically brush entire turf field to "Stand" fibers.
- Blow off and clean entire turf.

Turfaide (OPTIONAL)

- TURFAIDE "ANTI-MICROBIAL" treatment shall be applied to the artificial turf. Application shall be applied at the factory and by a "certified applicator". Applying turfaide on site, after installation of the artificial turf is not acceptable.

BID "C"

Description

- Scope: Technical data and guideline specifications for the installation of a 96' x 144' synthetic polyurethane flooring system with a rubber granulated shock pad (sandwich system). Product must be a seamless monolithic flooring system designed for indoor gymnasiums and field houses. The system is comprised of a polyurethane structural layer (2mm) over a sealed rubber pad (7mm) for resiliency. The base mat is glued to the substrate with a polyurethane adhesive. The base mat is then sealed with a polyurethane scratch coat and a 2mm (self-leveling) pour of polyurethane resin (wear coat). A pigmented topcoat is applied to the wear coat and game lines are striped. Product must be a strong long lasting flooring system with a renewable wear surface.
- Concrete Subfloor:
 - Slab depression shall be thickness of base mat (7MM) plus urethane wear coat (2MM). Total slab depression: 9 MM or 3/8"
 - The general contractor shall furnish and install the concrete sub floors, depressing the slab sufficiently to accommodate the floor system. The slab shall be steel troweled and finished smooth to a tolerance of 1/8" in any 10' radius. High spots shall be ground level, and low spots filled in with approved leveling compound. No concrete curing or hardening agents shall be applied to concrete sub floor. Finish should be smooth, flat and consistent.
 - Do not install athletic flooring over new concrete until concrete has been cured for at least 90 days. An independent moisture test should be performed before the product material installation begins. The moisture content of the concrete slab should not be greater than 4lbs. of moisture per 1000 square feet.
- General Conditions: Before installation of the product shall commence, the temperature must be between 65-70 degrees F., maximum humidity at 70% (50% is preferable), and installer should verify that the HVAC is installed and working.

Working Conditions

- Synthetic materials specified herein shall not be installed until all masonry, painting, plaster, tile, marble and terrazzo work is completed, and overhead mechanical trades and painters have finished in the synthetic floor areas. The building shall be enclosed and weather tight.
- Permanent heat, light and ventilation shall be installed and operating during and after installation. Stored materials should be maintained at a minimum of 55 degrees and under 50% relative humidity. Ideal installation and storage conditions are the same as those which prevail when building is occupied.
- Sub floors shall be clean, dry, and free from dirt, dust, oil, grease, paint, alkali, concrete curing agents, hardening and parting compounds, old adhesive residue or other foreign materials. Moderate room temperature of 85 degrees or more shall be maintained for a week prior to and during installation.
- Environmental Limitations
 1. Comply with requirements of athletic flooring material supplier requirements.
 2. Adhere to all MSO5 requirements for materials employed in the work. Protect all persons from exposure to hazardous materials.

Materials

- All materials shall be lead and mercury free. NO heavy metals, PCB or formaldehyde will be accepted.
- Concrete primer shall be one-compound polyurethane.
- Adhesive shall be polyurethane.
- Base mat shall be prefabricated rubber shock mat made of all recycled rubber granules bound with MDI polyurethane and manufactured to a constant thickness.
 - Base mat density – 45 lbs, lcu,ft for normal applications.
 - Base mat thickness – 7.0 MM.
- Seal Coat (mat sealer) – two-component, thixotropic polyurethane compound.
- Wear Coat – two-component, pigmented, self-leveling polyurethane and seamless.
 - Total wear thickness – 2.0 MM throughout the floor.
 - Pigmented color: gray (standard).
- Top Layer Properties:
 - Inflammability of Top Layer (DIN 51960) Class II Not Flammable.
 - Tensile Strength (DIN 53504) 7.0N/mm².
 - Elongation at Break (DIN 53504) 150% minimum 200% maximum.
 - Shore A Hardness 80 Shore A.
 - Tear Strength (DIN 53515) 15.0.
- Top Coat (matte finish) – two component polyurethane. Select from standard colors.
- Game Line Paint – two-component Polyurethane. Select from standard colors.

Aluminum Transition

- Provide a 4" wide x 1/8" thick aluminum transition around the entire perimeter of the floor. Approximately 480 linear ft (verify on plan). Edges to be beveled and corners will be mitered.

Inspection

- Inspect concrete slab for proper tolerance and dryness. Report any discrepancies to general contractor.
- Concrete slab shall be broom cleaned. Concrete floor should be free of paint overspray and drywall mud.

Installation

- Primer: If specified or necessary, roller-applied primer to concrete at the approximate rate of 014 kgs/SF. (Not specified at this time.)
- Base Mat:
 - Unroll base mat and allow it to relax. Do not cut base mat to final dimensions until laid into adhesive.
 - Thoroughly mix the two-component polyurethane adhesive and apply directly to the concrete sub floor with a notched trowel per manufacturer's instructions at the approximate rate of .084 kgs/SF.
- Scratch Coat:
 - Thoroughly mix the two-component Scratch Coat.
 - Apply 2 layers of scratch coat to base mat with a fiat trowel achieving a total approximate rate of .085 kgs/SF. Allow each layer to cure a minimum of 8 hours before proceeding to the next application. Inspect for and fill all gaps applying additional material as needed. Sand down any ridges in cured scratch coat with 80 grit sandpaper.
- Wear Coat:
 - Thoroughly mix two-component Wear Coat.
 - Apply mixed material using a notched squeegee or trowel at the approximate rate of .223 kgs/SF applied in one 2MM layer. The wear coat must be applied wet-into-wet to create a seamless surface. Allow wear coat to cure 18 hours before proceeding to the next application. Manually sand any imperfections in the finished surface with 150 grit sandpaper.
- Finish Top Coat (Matte Finish):
 - Thoroughly mix two-component polyurethane Multi-Gym Top Coat.
 - Apply mixed material with an airless sprayer at the approximate rate of .026 kgs/SF. Allow topcoat to cure a minimum of 18 hours before applying game lines.
 - For an optional roller coat application, apply mixed top coat material with a high-solvent paint roller at the approximate rate of .018 kgs/SF.
 - Allow top coat to cure a minimum of 18 hours before applying game lines.
- Game Lines:
 - Use only high quality masking tape approved by manufacturer.
 - Manufacturer recommends using standard color line paints because they have been thoroughly tested in the lab and in field applications to meet performance standards. Standard Line Paint colors include white, black, blue, red, yellow and green.
 - Thoroughly mix two-component Line Paint. Line Paint to be applied at the approximate rate of 180 lineal feet per 2" line. Double coat Yellow and White lines.
 - Provide game lines as indicated on drawings. To include two (2) basketball courts and four (4) volleyball courts.

Protection

- Cure Time – no traffic or other trades shall be allowed on the surface for a period of one week following completion to allow for complete and proper cure of the finish.
- Other Trades – it is the responsibility of the general contractor to protect the surface from damage by other trades before acceptance by the owner or the owner's authorized agent.

Bids will be evaluated by the City based on specification fulfillment, cost, quality, economy of operation, manufacturers experience, repair and maintenance service availability, and adaptability of the product bid for the specific use intended.

The Buyer reserves the right to reject any or all bids, to waive technicalities and to accept whatever bid that may be in the best interest of the Buyer, at its sole discretion.