



**PARKS &
RECREATION
DEPARTMENT**

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

**SPECIFICATIONS
AND
BID DOCUMENTS**

**INSTALLATION AND
PURCHASE OF
ATHLETIC EQUIPMENT,
DIVIDER CURTAINS AND
NETTING**

CITY FIELDHOUSE

2010

BIDDER'S CHECKLIST FOR

**Installation and Purchase of Athletic Equipment, Divider Curtains and Netting
City Fieldhouse**

Bids must be received by the City Clerk before 2:00 p.m. (local time) on September 7, 2010.

A site visit to familiarize yourself with this project is highly recommended prior to submitting your bid.

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 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 AND PURCHASE OF
ATHLETIC EQUIPMENT, DIVIDER CURTAINS AND NETTING

CITY FIELDHOUSE BUILDING
525 E FONNER PARK RD
PARKS & RECREATION DEPARTMENT

CITY OF GRAND ISLAND, NEBRASKA

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ADVERTISEMENT TO BIDDERS
FOR
INSTALLATION AND PURCHASE OF ATHLETIC EQUIPMENT, DIVIDER CURTAINS AND NETTING
CITY FIELDHOUSE BUILDING
PARKS & RECREATION DEPARTMENT
FOR
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), September 7, 2010** for **Installation and Purchase of Athletic Equipment, Divider Curtains and Netting** 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, drawings, 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. Bids shall be submitted on forms which will be furnished by the City.

The work to be performed under the provisions of these contract documents consists of furnishing all materials, labor, equipment and appurtenances thereto for Installation of Athletic Equipment, Divider Curtains and Netting.

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 City, executed by a surety company authorized to do business in the State of Nebraska or otherwise secured in a manner satisfactory to the City, in an amount equal to 100% of the price specified in the contract.
- B. **A payment bond** satisfactory to the City, executed by a surety company authorized to do business in the State of Nebraska or otherwise secured in a manner satisfactory to the City, 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 the City's 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 City, at its sole discretion.

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

RaNae Edwards, City Clerk

**CITY OF GRAND ISLAND, NEBRASKA
INSTRUCTIONS TO BIDDERS
PARKS & RECREATION DEPARTMENT
INSTALLATION AND PURCHASE OF ATHLETIC EQUIPMENT, DIVIDER CURTAINS AND NETTING.**

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 specifications, 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, "**INSTALLATION AND PURCHASE OF ATHLETIC EQUIPMENT, DIVIDER CURTAINS AND NETTING**".

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.

PERFORMANCE BOND: When required, on award of the Contract, the successful Contractor shall furnish a Performance Bond which shall be in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material and other bills incurred in carrying out this Contract. According to Nebraska Law, the surety company executing the Performance Bond must be authorized to do business in the State of Nebraska.

PAYMENT BOND: When required, on award of the Contract, the successful Contractor shall furnish a Payment Bond which shall be in an amount equal to the full Contract price, guaranteeing protection of all persons supplying labor and materials to the Contractor or its subcontractors for the performance of the work provided for in the Contract. In accordance with Nebraska Law, the surety company executing the Payment Bond must be authorized to do business in the State of Nebraska.

TAXES: The City of Grand Island is exempt from paying local City and State Sales Tax. Refer to Exempt Sale Certificate enclosed for your information. Contractor must pay any other tax which might be applicable.

REQUESTS FOR PAYMENT: The City of Grand Island will make payments only after approval at regularly scheduled City Council meetings. These meetings typically occur the second and fourth Tuesday each month. Requests for payment must be received no less than ten working days prior to the designated meeting to allow proper review and consideration. Payments will only be made after final completion of the project to City'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, and all work shall be completed no later than November 7, 2010.

CANCELLATION CLAUSE: The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

The City reserves the right to cancel the contract for the City'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 to correct inadvertent erroneous bids 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 Reissue Revised Statutes of the State of Nebraska. Every public contractor and his, her or its subcontractors who are awarded a contract by the City 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 City, 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:

Jason Eley
City of Grand Island
Purchasing Department
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.

CONTRACTOR'S BID

**INSTALLATION AND PURCHASE OF
ATHLETIC EQUIPMENT, DIVIDER CURTAINS AND NETTING**

**CITY FIELDHOUSE BUILDING
PARKS & RECREATION DEPARTMENT
CITY OF GRAND ISLAND, NEBRASKA**

TO THE MEMBERS OF THE COUNCIL
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>TOTAL COST</u>
4 each Basketball systems including height adjusters	\$ _____
24 each Removable Custom Pads	\$ _____
3 each Divider Curtains Systems	\$ _____
Netting – north side	\$ _____
Netting – south side	\$ _____
Netting – east end	\$ _____
Netting – west end	\$ _____
OPTION:	
Total Gym Controller Package	\$ _____
Deduction - Elimination of individual key operated systems	\$ _____

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

Additional Data: _____

ADDENDA:

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

A site visit to familiarize yourself with this project is highly recommended prior to submitting your bid.

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. The proposed work will commence as soon as possible after the contract is fully executed, with completion of the project by November 7, 2010. **No work shall commence until the certificate of insurance and bonds (when required) are approved by the City 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 City to reject any and all bids; to waive irregularities therein and to accept whichever bid that may be in the best interest of the City. 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 City of Grand Island, and (d) that he/she has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

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, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for **INSTALLATION AND PURCHASE OF ATHLETIC EQUIPMENT, DIVIDER CURTAINS AND NETTING**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

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 City 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 City, 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, 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 City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City 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 _____ 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. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City 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 City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. 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 City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the **INSTALLATION AND PURCHASE OF ATHLETIC EQUIPMENT, DIVIDER CURTAINS AND NETTING**.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall complete the work by November 7, 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 State fair 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 by the City 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.

ARTICLE VI. 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 therefore. 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.

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

Contractor _____

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____

Date _____

Mayor

Attest: _____

City Clerk

The contract, insurance requirements and bonds are in due form according to law and are hereby approved.

Date _____

Attorney for the City

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 City 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 City 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 City 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 City prior to starting any work on this Contract. **The certificates shall show the City 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 City 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 City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**

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.



Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name			Name		
Street or Other Mailing Address			Street or Other Mailing Address		
City	State	Zip Code	City	State	Zip Code

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?
 YES NO YES NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____: (exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here▶

Authorized Signature

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from sales tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).

**BID SPECIFICATIONS
FOR
INSTALLATION AND PURCHASE OF
ATHLETIC EQUIPMENT, DIVIDER CURTAINS AND NETTING**

**CITY FIELDHOUSE BUILDING
525 E FONNER PARK RD**

**PARKS & RECREATION DEPARTMENT
CITY OF GRAND ISLAND NEBRASKA**

Contact Person: Steve Paustian, Parks & Recreation Director
City Hall
100 E First Street
Grand Island, NE 68801
308-385-5444 extension 290

A site visit to familiarize yourself with this project is highly recommended prior to submitting your bid.

Basketball Systems:

- Quantity four (4) complete systems.
- Splading #1049T or equal.
- Forward-fold front-braced backstops with truss bridging.
- Factory powder coated white.
- Electric winch for each system.
- Contractor shall supply and install all of the necessary ceiling hardware, truss bridging, clamps and hardware to complete a safe and acceptable installation to the existing building conditions.
- Electric winches will operate with a key switch which must be installed within the line of site of the equipment.
- Super glass Scholastic 42" x72" x ½" tempered glass backboard or equal.
- 411-705 slam dunk pro goal or equal.
- Bolt on backboard padding #402-765-Auto-O-Loc safety belt or equal.
- Height adjusters – Spalding #313-342 electric height adjuster or equal operated by a separate key switch in line of sight of the equipment.

See attached bid specs pages 1 through 13.

*The use of brand names and product numbers is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

SPALDING SPECIFICATIONS

DATE: 01/01/06

MODEL NUMBER: 402742

DESCRIPTON: LYNRUS QR4000 3/4HP ELECTRIC WINCH

SPECIFICATIONS:

Lightweight unit, only 68 pounds/30.84 kilograms.

A powerful, instantly reversing 3/4 HP motor is governed to stall at 14 amps to prevent overload. It develops over 1,000 pounds/453.51 kilograms of line pull at a speed of 9 feet/2.74 meters per minute.

A large grooved drum, with a 4-1/2 inch/11.42 centimeter diameter, assures long cable life and proper coiling.

A hardened steel worm gear is supported for both radial and thrust loads, unlike winches that use an unsupported high-speed gear that can create a great strain on the motor, shortening its life.

Positive locking, the double reduction worm gear drive provides a 200:1 reduction rate that creates a strong cable hold under load. This eliminates the need for special brakes that can overload the motor, causing it to generate excessive heat and shorten its life.

Sealed gear case uses precision ground bearings and premium seals for superior performance and a lifetime of maintenance-free operation.

Can be mounted in any position for flexibility during installation.

Extensive Life Cycle testing assures high quality and long life.

The winch contains a 6' 14/4 power cord with a strain relief at the box and a 4 prong twist lock plug as per NEMA L14-20P. There will also be a 4 prong twist lock receptacle per NEMA L14-20R and 812 cover for a 4" square electrical box for use with the receptacle during installation.

Each unit shall be accompanied with a key switch and electrical box cover.

UL Listed.

Five year limited warranty.



SPALDING SPECIFICATIONS

DATE: 01/01/06

MODEL NUMBER: 0303400

DESCRIPTION: Ceiling-Suspended, Single Mast, Forward Fold, Front Braced Backstop

SPECIFICATIONS:

The single mast drop frame shall consist of: 6-5/8" O.D. schedule 10 structural steel pipe, securely clamped to die cut 2"sq. x 11ga. diagonal sway bracing. Additional sway bracing within this rigid triangular design shall be provided to reinforce backstops spanning longer attachment height. The upper mast design allows for three separate hinge hangers to attach the frame to the overhead support structure. This allows precise frame placement, leveling, and alignment during installation. The hinge hangers are positioned along the center line of the main mast to allow the weight of the backstop to lock the unit in the playing position without the use of latching mechanisms, ropes, cables, or springs. Front folding brace shall consist of 1-7/8" O.D. pipe and heavy duty hinge assembly.

The upper bank extension assembly adjusts to comply with regulations of 6" from the front of the mast to the face of backboard. Lower bank extension eliminates backboard stress by allowing the goal to mount directly through the backboard to the extension. This direct mount feature shall conform to the NCAA recommendations.

Laboratory tested aircraft safety cables at all hinge locations ensure structural integrity and may protect against personal injury and/or property damage.

Overhead support for the backstop shall consist of 3-1/2" O.D. schedule 10 pipes anchored to building structural members by heavy steel fittings and clamps. Pipes within the superstructure may be reinforced with extra bridging or bracing when the distance between structural members exceeds 12'.

Designs include those P.E. stamped for seismic loads in the state of California.

Meets official NCAA and NFSHSA regulations.

Backstops shall have an electrostatically applied powder coat finish with custom colors available.

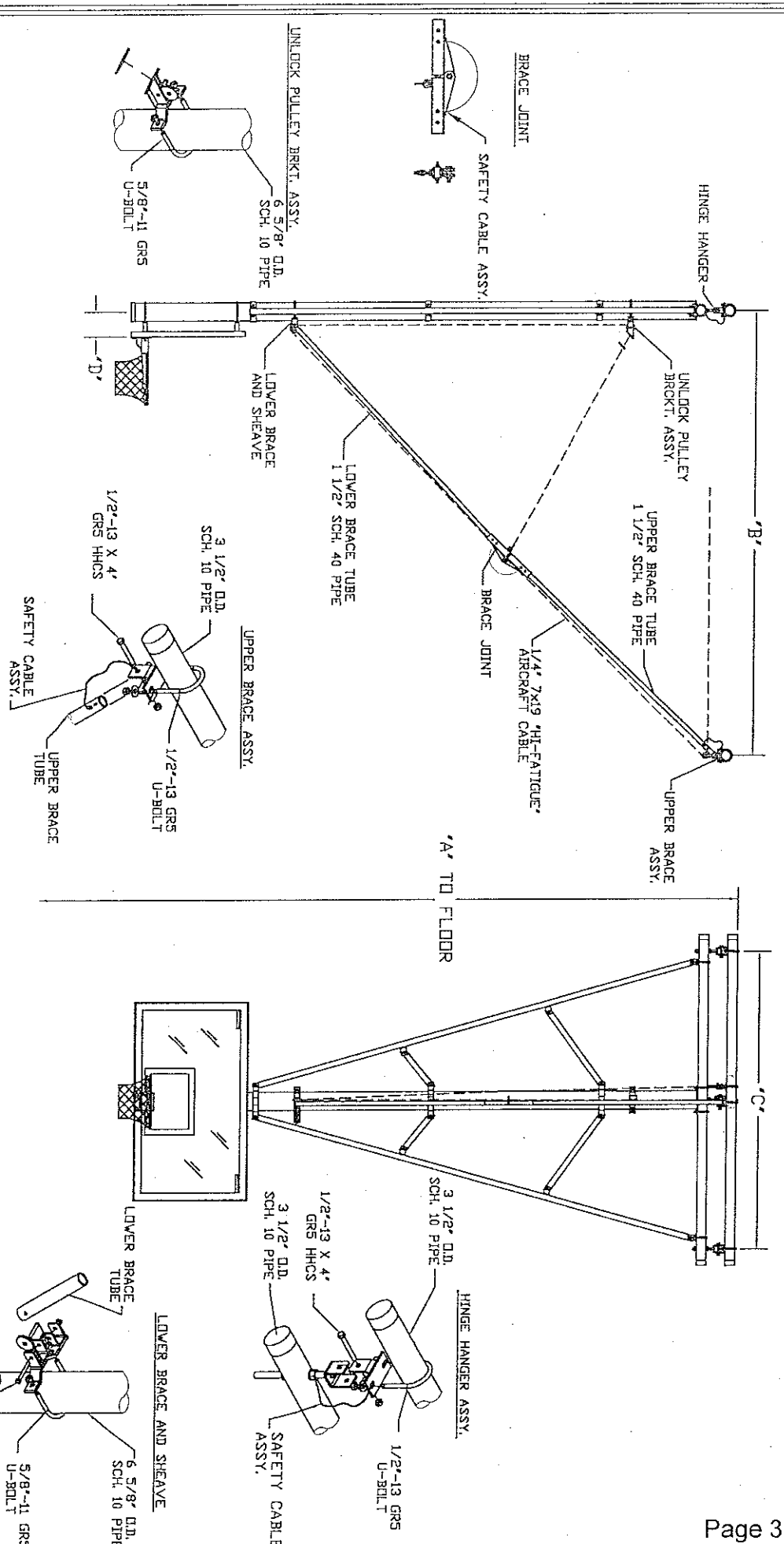
Typical accessories purchased with this unit:

- #0413016 BB1sb tempered glass direct mount backboard
- #0413410 EB97 bolt-on backboard padding (color options available)
- #0313332 1810s single mast 8' to 10' height adjuster (electric available)
- #0413537 SD1 breakaway goal w/net
- #0402765 Aut-O-Loc safety strap
- #0402742 QR3000 Electric winch (manual available)
- Wireless remote control and TotalGym™ touch pad systems are available



SPALDING

1049-T SINGLE MAST FORWARD FOLD, FRONT BRACED SCG #0303400



DIMENSION 'A'	DIMENSION 'B'	DIMENSION 'C'	DIMENSION 'A'	DIMENSION 'B'	DIMENSION 'C'
28'-0" TO 28'-5-7/8"	13'-6"	9'-0"	34'-0" TO 34'-5-7/8"	19'-6"	11'-0"
28'-6" TO 28'-11-7/8"	14'-0"	9'-0"	34'-6" TO 34'-11-7/8"	20'-0"	11'-0"
29'-0" TO 29'-5-7/8"	14'-6"	9'-0"	35'-0" TO 35'-5-7/8"	20'-6"	11'-0"
29'-6" TO 29'-11-7/8"	15'-0"	9'-0"	35'-6" TO 35'-11-7/8"	21'-0"	11'-0"
30'-0" TO 30'-5-7/8"	15'-6"	9'-0"	36'-0" TO 36'-5-7/8"	21'-6"	11'-0"
30'-6" TO 30'-11-7/8"	16'-0"	9'-0"	36'-6" TO 36'-11-7/8"	22'-0"	11'-0"
31'-0" TO 31'-5-7/8"	16'-6"	10'-0"	37'-0" TO 37'-5-7/8"	22'-6"	12'-0"
31'-6" TO 31'-11-7/8"	17'-0"	10'-0"	37'-6" TO 37'-11-7/8"	23'-0"	12'-0"
32'-0" TO 32'-5-7/8"	17'-6"	10'-0"	38'-0" TO 38'-5-7/8"	23'-6"	12'-0"
32'-6" TO 32'-11-7/8"	18'-0"	10'-0"	38'-6" TO 38'-11-7/8"	24'-0"	12'-0"
33'-0" TO 33'-5-7/8"	18'-6"	10'-0"	39'-0" TO 39'-5-7/8"	24'-6"	12'-0"
33'-6" TO 33'-11-7/8"	19'-0"	10'-0"	39'-6" TO 40'-0"	25'-0"	12'-0"

BANK TYPE	DIMENSION 'D'
RECT. GLASS	11-1/2"
FAN GLASS	11-1/2"
RECT. FIBERGLASS	12-1/8"
FAN FIBERGLASS	11-15/16"
FAN STEEL	12-1/16"
RECT. WOOD	12-1/16"

DO NOT SCALE

1049/1049T SPECIFICATION

ATTACHMENT ELEVATION (FT)	WEIGHT (LBS)
16-19	430
19-22	436
22-25	440
25-28	450
28-31	700
31-34	735
34-37	760
37-40	785

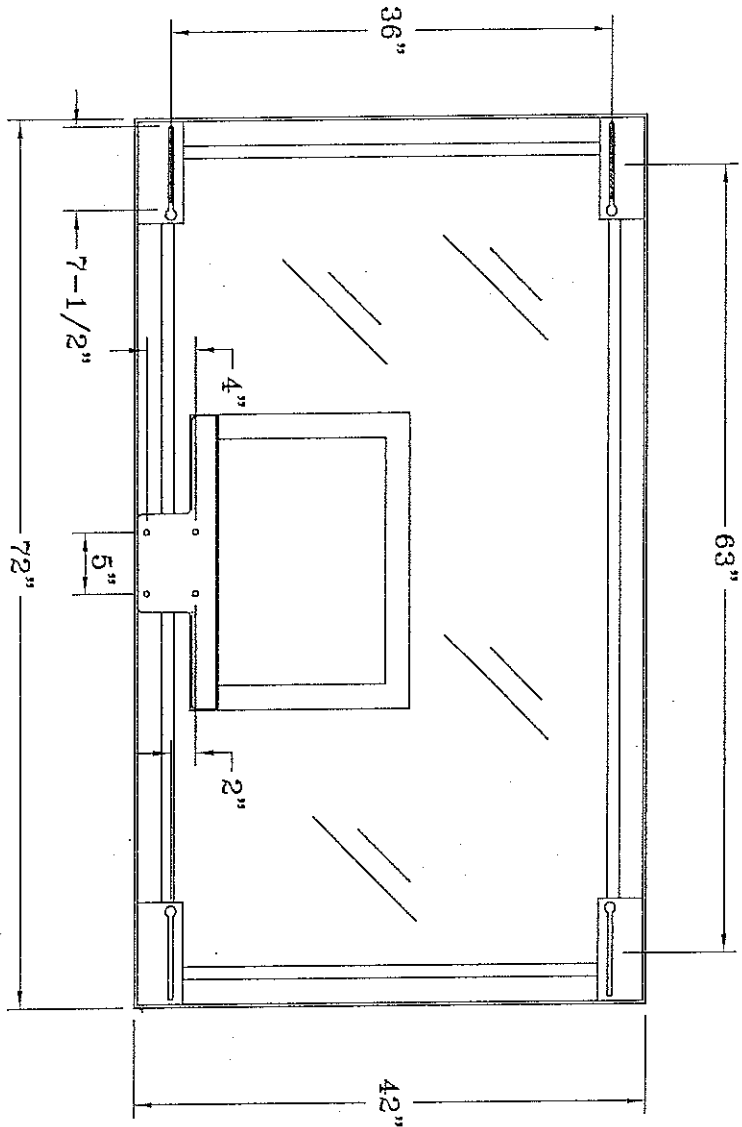
ACCESSORIES	WEIGHT (LBS)
Typical Support Structure (pipe, clamps, etc.)	200
Typical Backboard	185
Typical Goal	34
Electric Winch	80
Auto-lock Safety Belt	20
Typical Backboard Padding	16



**SUPER GLASS SCHOLASTIC SB
TEMPERED GLASS BACKBOARD**

DO NOT SCALE

PART # 0411007



NOTE: TOP PLANE OF RIM IS 1" ABOVE
UPPER MOUNTING HOLES OF RIM.

SPALDING

SPALDING®

**SuperGlass Scholastic sb
Model # 411-007**

SPALDING SPECIFICATIONS

DATE: 01/01/06

MODEL NUMBER: 0411007

DESCRIPTION: SuperGlass Scholastic SB Backboard

SPECIFICATIONS:

Backboard shall have a finish regulation size of 42" x 72".

The board consists of 1/2" tempered glass.

The board shall have a 5/16" 6063T6 Anodized aluminum frame that is fitted with a shock absorbing material to the glass. The frame will be pre-drilled for Easy Bolt padding.

The 2" border and target are fired into the glass for a longer lasting finish.

The goal mounting pattern is 5" x 4". The backboard mounting pattern is 63" x 36".

The patented T mounting plate distributes stress to the Scholastic frame.

Rim restrainers are 1/8" x 1" 1018 flat bar attached directly to the frame using high alloy flat head screws.

Four 3/16" Key hole brackets are mounted to the corners of the backboard for mounting to the superstructure.

All frame bolts are flat head grade 8 and are countersunk to allow maximum surface area for strength. Bolts not countersunk are not considered equal.

The backboard is covered with a 20-year warranty. The warranty is extended to lifetime on direct mounts.

SHIPPING WEIGHT: 205 lbs.

SPALDING SPECIFICATIONS

DATE: 02/15/10

MODEL NUMBER: 411705

DESCRIPTION:

Performance breakaway goal for collegiate and high school play

SPECIFICATIONS:

Competition goal shall be designed to absorb shock loads due to "dunking" or hanging on the goal.

Goal shall incorporate a positive lock system to automatically release and pivot downward when excessive loads are put on the ring. Goal shall be spring loaded to return to the original position. The goal design shall allow spring preload to be adjusted to compensate for wear and customize performance.

Rim shall be made of 5/8" cold rolled steel formed to make an 18" inside diameter ring with a 600 lb. bend strength.

Goal shall have a wrap around brace over 50% of the ring circumference for maximum strength.

Goal shall meet all NBA and NCAA requirements including Rebound/Elasticity requirements as specified in Rules Supplement, Section 9 on BR-22.

Goal shall have continuous "ram horn" style ties for easy net installation.

Goal shall have a universal mounting pattern (5" x 5" and 5" x 4") for attachment to any backboard with these mounting patterns.

Goal shall be electrostatically powder coated orange.

Mounting hardware and anti-whip net included.

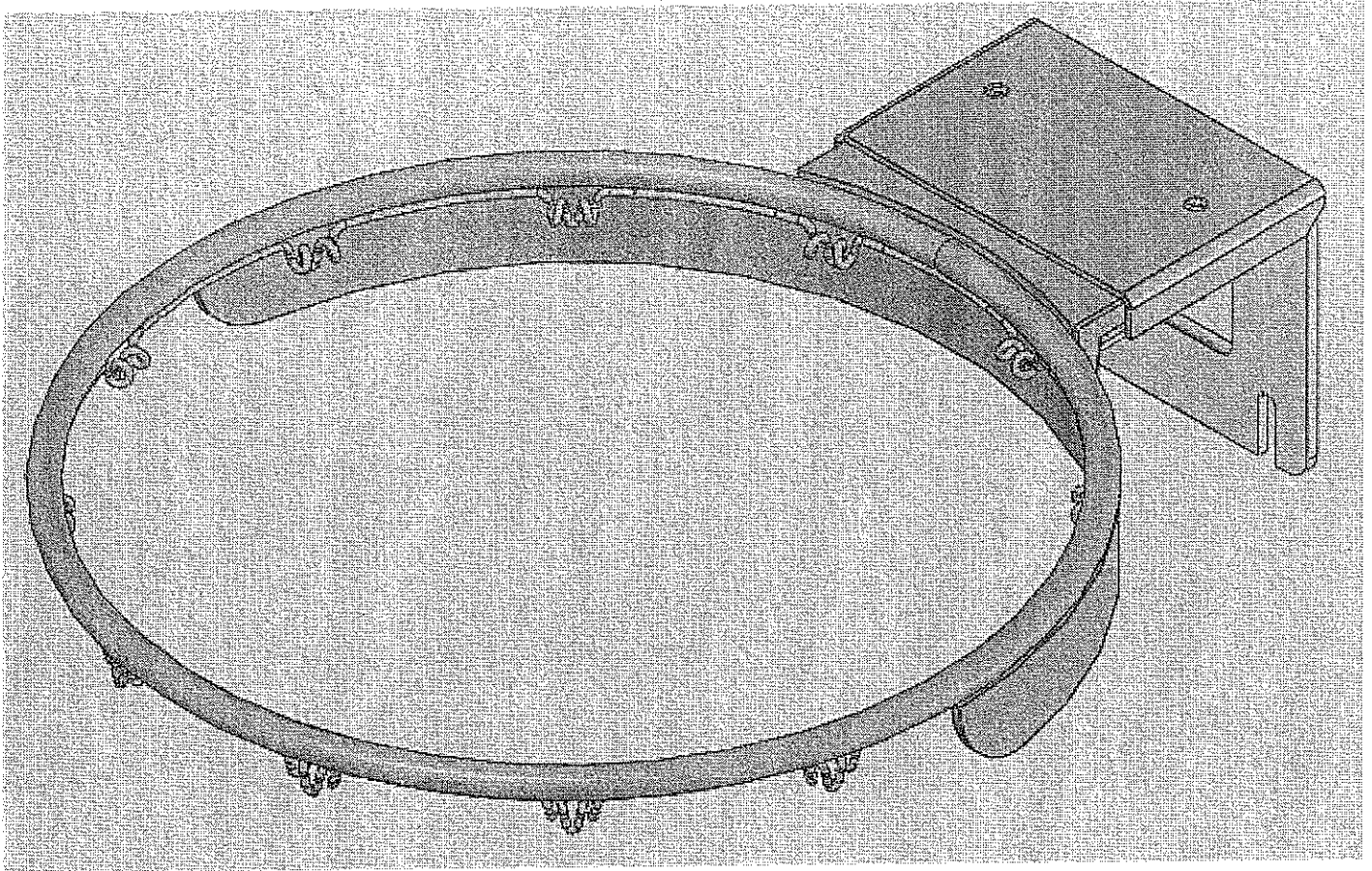
WARRANTY:

Goal shall have a 5 year warranty. Covers the breakaway mechanism and ring from defects in workmanship. Warranty not offered on breakaway goals placed outdoors, or if used in a way not intended.

SHIPPING WEIGHT:

Shipping weight: 25 lbs.





SPALDING SPECIFICATIONS

DATE: 01/01/06

MODEL NUMBER: 0313343 - 0313348

DESCRIPTION: Rectangular Electric Height Adjuster
Available for all sizes of fan and rectangular backboards

SPECIFICATIONS:

Allows backboard to be lowered to the positive stop 8' height and back up to 10' easily to encourage play at all levels.

Stock height adjusters are electrostatically powder coated black, custom colors may be available.

The unit shall be operated from the floor with a keyed switch.

Adjuster shall not hang below the bottom of the backboard.

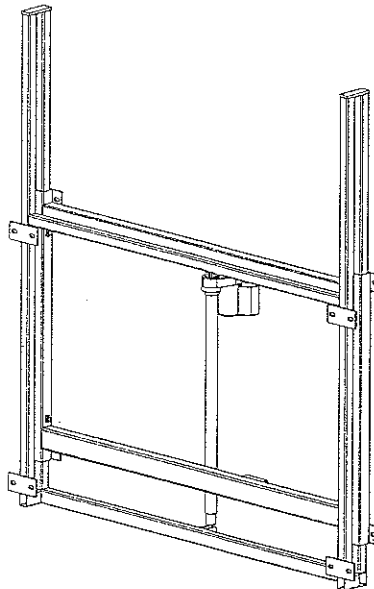
The unit shall be operated from the floor using a double pole, double throw, center "off" switch. (One provided with each height adjuster).

The motor used on the height adjuster contains the following specifications:

- 115 Volt +/- 10%, 60 Hz
- 1000# Load Capacity
- 2.85 Amps
- 0.9 inches/sec
- Built-in clutch
- Automatic overload protection

WARRANTY: 1 year excluding vandalism, acts of nature, and outdoor use.

SHIPPING WEIGHT: 130 lbs.



SPALDING SPECIFICATIONS

DATE: 01/01/06

MODEL: 402765

DESCRIPTON: Aut-O-Loc Safety Belt

SPECIFICATIONS:

The unit attaches to front or rear folding units to guard against accidentally falling. The lock has a fully automatic reset and a positive locking mechanism that sets by inertial and/or centrifugal force. Tested to 1,500 lbs. of free fall load.

The housing uses integrally cast components for high strength and an attractive appearance.

A 35' of 2" wide belt stores automatically inside the housing. The Belt is rated at 6,000 lbs.

The universal mounting bracket allows for attachment to 3" pipe parallel or 90 degrees. Custom pipe clamps are available if needed.

All components are factory sealed to eliminate tampering.

WARRANTY: Five years

SHIPPING WEIGHT: 20 lbs.



SPALDING SPECIFICATIONS

DATE: 01/01/06

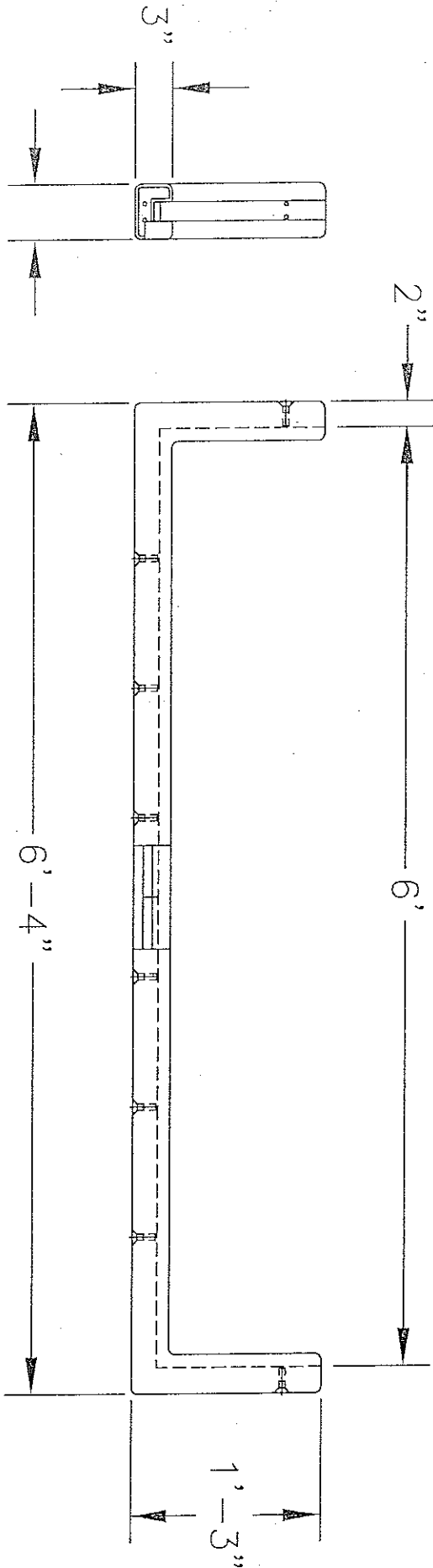
MODEL NUMBER: 413380-413383

DESCRIPTION: Easy-Bolt Slim Backboard Padding - Gray Only

SPECIFICATIONS:

- Bolt on padding for non-glass backboards
- Constructed of molded urethane
- Molded tongue and groove design locks pads together beneath the rim
- Padding comes in 2 pieces for 1 backboard
- 413380 fits 48" backboard
- 413381 fits 54" backboard
- 413382 fits 60" backboard
- 413383 fits 72" backboard
- Comes in gray only





4 1/4"

AVAILABLE IN GRAY ONLY

E-Z BOLT PADDING FOR NON-GLASS BACKBOARDS
 DO NOT SCALE

PART #0413383

SPALDING

Divider Curtains

- Three (3) divider curtains 100' long x 27' high. Fold up or roll up will be acceptable.
- Contractor shall supply and install all of the necessary ceiling hardware, clamps and hardware to complete a safe and acceptable installation to the existing building conditions per court and turf layouts.
- All curtains will have the bottom 8' in vinyl and the rest in white mesh.

See attached bid specs pages 1A through 6A.

SPALDING®

**Divider Curtain
Fold-Up
Model # 401-855**

SPALDING SPECIFICATIONS

DATE: 01/01/06

MODEL NUMBER: 0401855

DESCRIPTION: Divider Curtain - Fold-Up

SPECIFICATIONS:

Lower section of curtain shall be solid 18 oz. or 22 oz. vinyl coated polyester. Flammability rated as self-extinguishing by the California State Fire Code. Upper section of the curtain shall be mesh woven from pigmented vinyl and polyester. Mesh flammability rated as self-extinguishing by the California State Fire Code. Colors of the vinyl and mesh to be chosen from standard color offerings. All seams must be electronically welded. A pocket shall be formed along the bottom and top edges of the curtain to accommodate a 1.66 x 13ga. baten pipe.

Hoist lines shall be 1/8" diameter steel aircraft cable spaced approximately 9'-3" on center. Each line shall run through grommets spaced approximately 1'-6" on center vertically and terminate at bottom baten pipe. Hoisting lines shall be attached to the drive pipe, which rotates on roller bracket hangers not exceeding 10' on center.

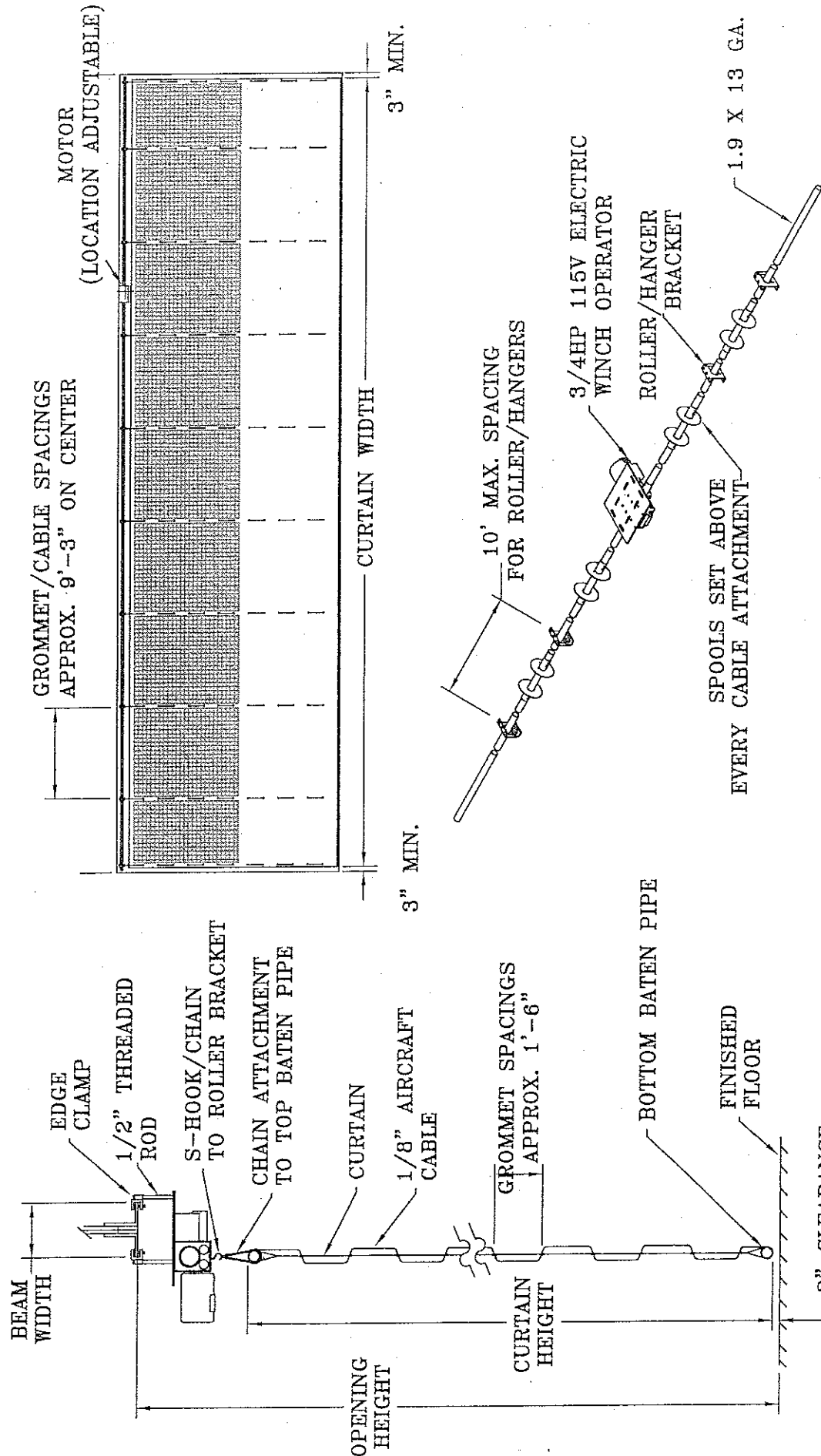
The dual capacitor 3/4 hp electric winch operates on a 60 cycle 115 volt 8.3 amp single phase electric hook-up. The pull/stall load is 1500 lbs. The winch contains a reset overload protector.

It is recommended to use 12 gauge wire to the winch and 14 gauge to the switch. The winch is made to accommodate attachment to pipe, threaded rod, or other types of hanger assemblies. A momentary contact prong key switch is included. The switch is a three position, single pole-double throw, dual circuit, center off, and 20 amps.

Optional construction available in regard to vinyl and mesh combinations.

Approximate weight: 3/4 lb/ft²

Warranty: One-year limited on materials and workmanship



DIVIDER CURTAIN

FOLD-UP

SPALDING

DO NOT SCALE

0401855

SPALDING®

**Divider Curtain
Top Roll
Model # 401-856**

SPALDING SPECIFICATIONS

DATE: 01/01/06

MODEL NUMBER: 0401856

DESCRIPTION: Divider Curtain – Top Roll

SPECIFICATIONS:

Lower section of curtain shall be solid 18 oz. or 22 oz. vinyl coated polyester. Flammability rated as self-extinguishing by the California State Fire Code. Upper section of the curtain shall be mesh woven from pigmented vinyl and polyester. Mesh flammability rated as self-extinguishing by the California State Fire Code. Colors of the vinyl and mesh to be chosen from standard color offerings. All seams must be electronically welded.

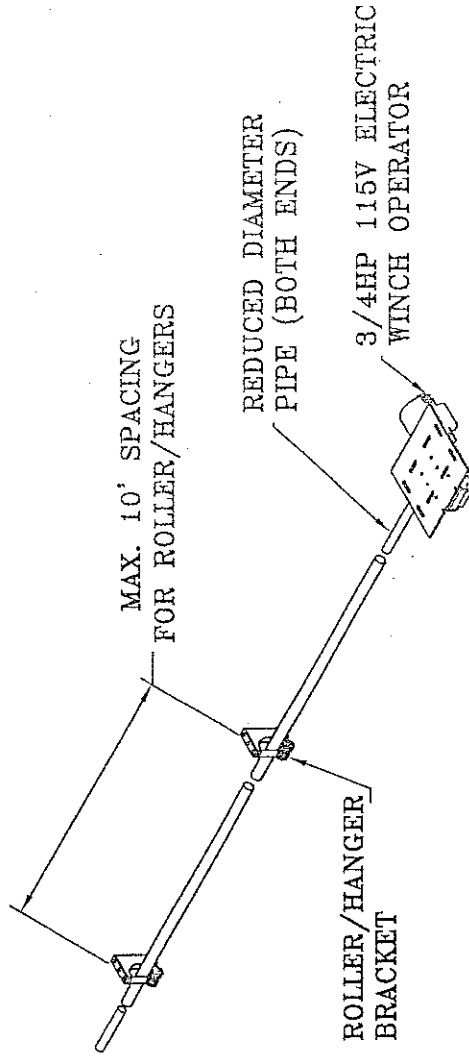
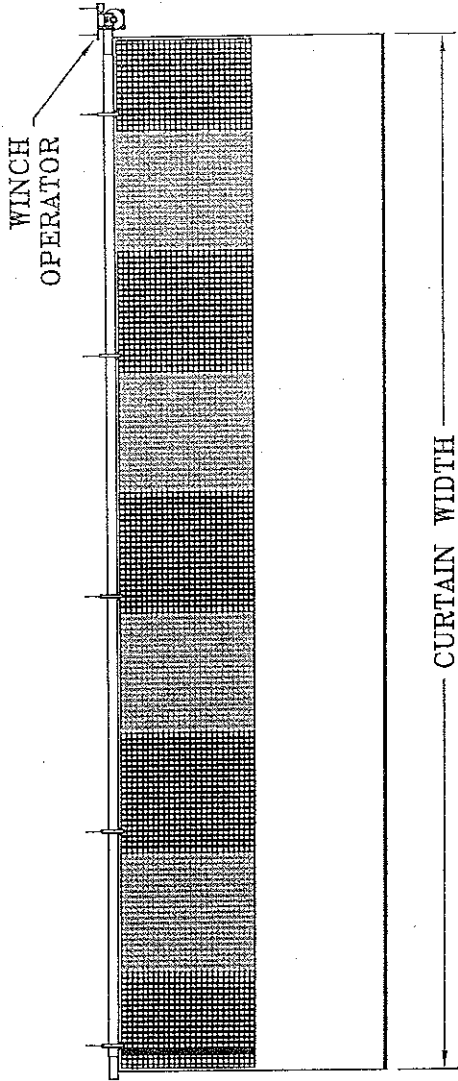
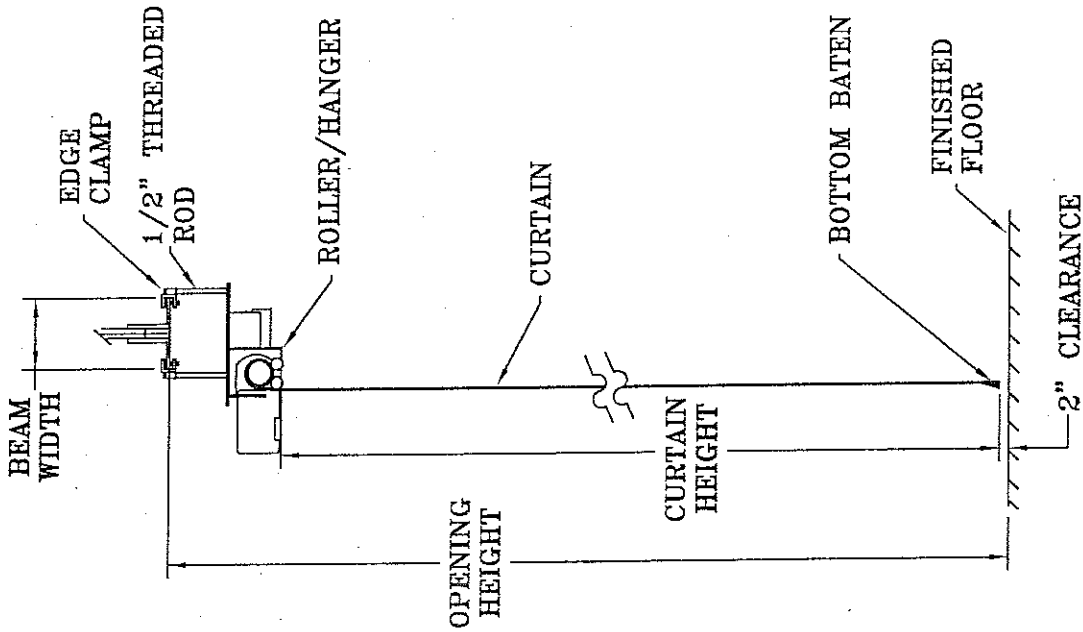
Finished curtain shall roll onto the main drive pipe with no additional help from cable, straps, or other hoisting aids. Both ends of the main drive pipe shall consist of a reducer pipe, which eliminates the curtain edge seam from piling and causing curtain malfunctions. The reducer pipe is easily adjustable for proper drive pipe length and shall bolt directly to the winch operator on one end. Roller/hangers shall be spaced a maximum of 10' apart on the drive pipe.

The dual capacitor ¾ hp electric winch operates on a 60 cycle 115 volt 8.3 amp single phase electric hook-up. The pull/stall load is 1500 lbs. The winch contains a reset overload protector. It is recommended to use 12 gauge wire to the winch and 14 gauge to the switch. The winch is made to accommodate attachment to pipe, threaded rod, or other types of hanger assemblies. A momentary contact prong key switch is included. The switch is a three position, single pole-double throw, dual circuit, center off, and 20 amps.

Optional construction available in regard to vinyl and mesh combinations.

Approximately weight: ½ lb/ft²

Warranty: One-year limited on materials and workmanship



DIVIDER CURTAIN

TOP ROLL

SPALDING

DO NOT SCALE

0401856

Safety Padding

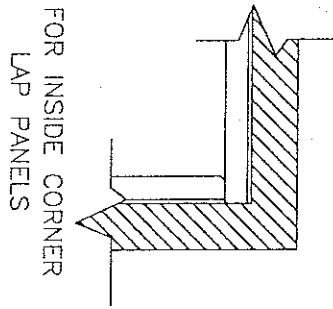
- Provide and install (24) removable custom-sized wood-backed pads 72” high for each “I” beam facing the courts and the turf.
- Drilling into the beams will not be allowed.
- Owner will choose color.

See attached bid specs pages 1B through 4B.

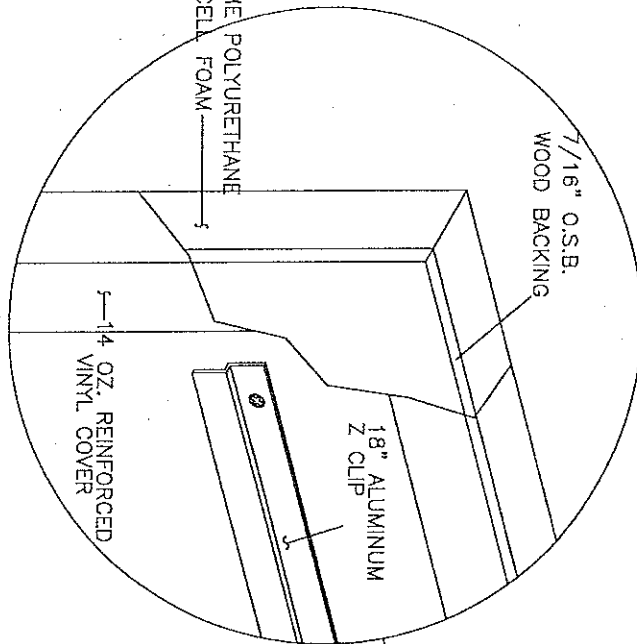
SPALDING®

Wall Pad
2" Poly, 2'x6' with Z-clips
Model # 481-221

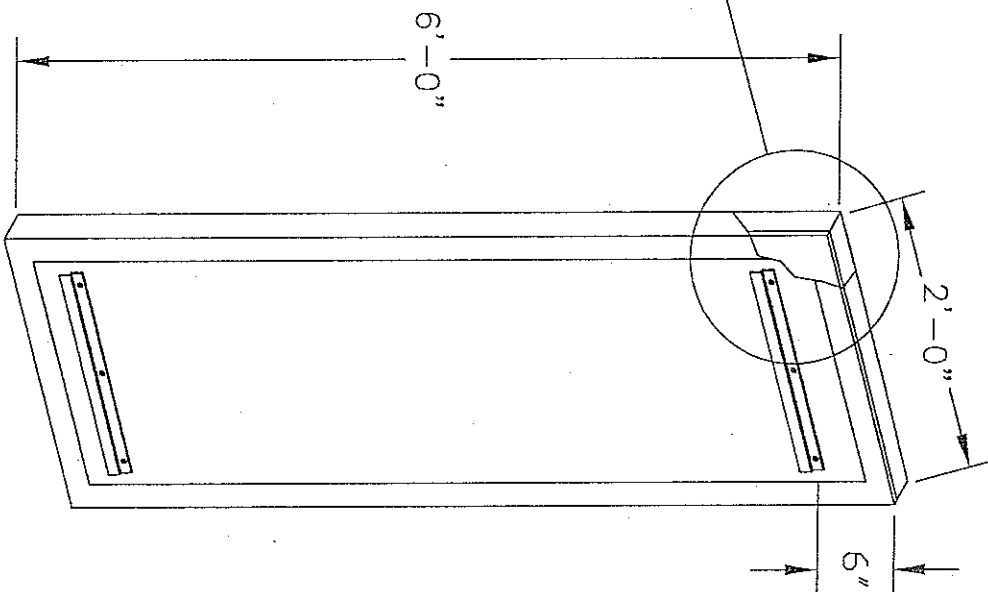
INSTALLATION DETAILS



2" PRIME POLYURETHANE
OPEN CELL FOAM



- * CONTACT FACTORY FOR EXTRA VINYL IF FIELD CUTOUTS ARE NEEDED.
- * SPECIAL COLORS AVAILABLE FOR NO ADDITIONAL CHARGE.



WALL PAD, 2" POLY, 2' X 6' W/Z CLIPS

DO NOT SCALE

SCG #0401221

SPALDING

SPALDING SPECIFICATIONS

DATE: 01/01/06

MODEL NUMBER: 481221

DESCRIPTION: Wall Pad, 2" Poly, 2' x 6' Z-Clips

GENERAL DIMENSIONS: This standard wainscoting panel is 2' (610mm) wide x 6' (1829mm) high and is 2-7/16" (62mm) thick. It is designed for protective wall padding and can be installed on the wall using aluminum z-clips, allowing for easy pad removal and replacement.

CONSTRUCTION: Spalding wall pads are constructed using 7/16" (11mm) O.S.B wood backing, 2" (51mm) polyurethane foam and 14 oz. vinyl cover. There shall be (2) aluminum z-clips attached on the back of the pad for installation to wall.

Backing: The backside of the panel shall be a 7/16" (11mm) thick O.S.B. (oriented strand board) panel that is 2' x 6' (610mm x 1829mm).

Foam filler: The foam shall be 100 ILD polyurethane with a density of 1.80 lb/ft³ (29kg/m³). The dimensions of the foam shall be 2" x 24" x 72" (51mm x 610mm x 1829mm).

Vinyl cover: The cover material of the panel shall be a vinyl laminated polyester fabric that has a finish weight of 14 oz. per square yard. The fabric contains antifungal and antibacterial agents and is easily cleaned using mild soap and water. The cover fabric meets the National Fire Protection Standard 701. ~~The color of the cover shall be royal blue.~~

Attachment method: There shall be two (2) aluminum z-clips attached to the back side of the pad. Each clip shall measure 2" x 18" x 3/32" (51mm x 457mm x 2.5mm) and be attached to the wood in three places, using 1/4" (6mm) screws. Attachment of similar clips to the mounting surface allows for easy pad installation and removal.

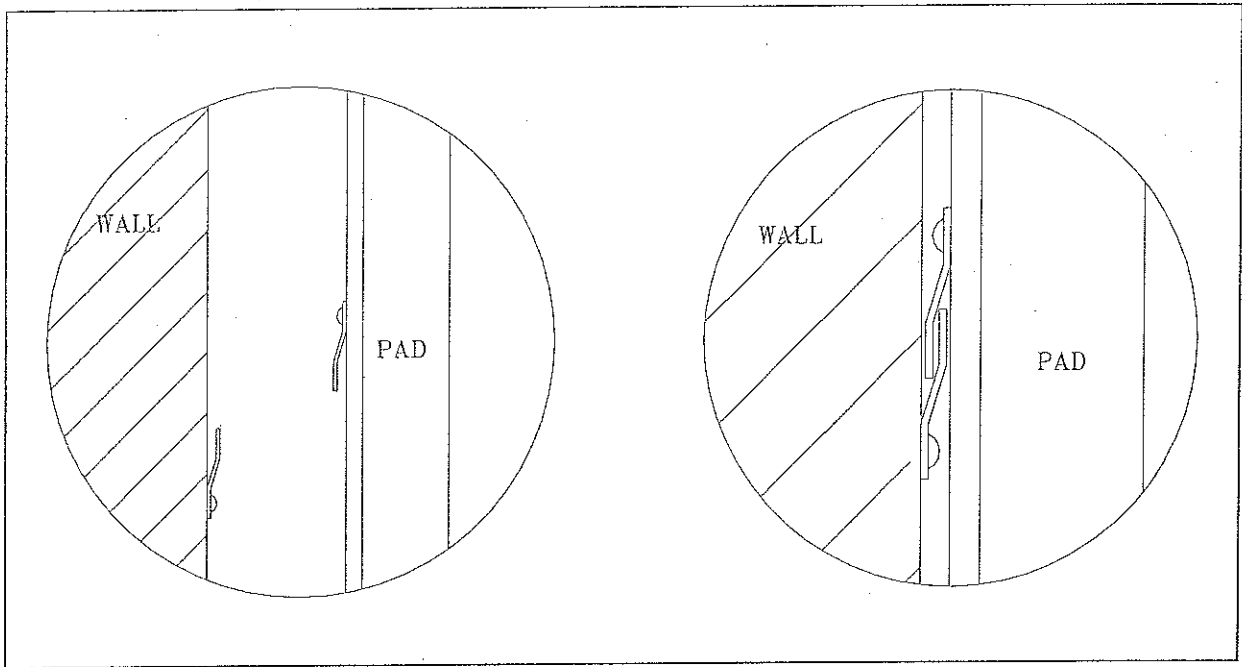
SHIPPING INFORMATION:

1 package - 23 lb. (10kg), 2.5" x 24" x 73" (64mm x 610mm x 1854mm), 2.53 CF

SPALDING SPECIFICATIONS

DATE: 01/01/06

DESCRIPTION: Z-Clip Mounting Strip



GENERAL DIMENSIONS: Z-Clip Mounting Strips are used in attaching stadium padding and wainscoting wall mats to the wall. This allows padding to be removed for storage or repair. The Z-Clip Mounting strip consists of a 2-5/64" (52mm) bent aluminum with 5 mounting holes.

CONSTRUCTION: The aluminum is 3' (914mm) in length and 2-5/64" (52mm) wide with (5) 9/32" (7mm) diameter holes spaced 1" (25mm) from each end and 8-1/2" (216mm) center to center. The tensile strength range of the aluminum sheet is 14,000 to 30,000 psi and has excellent corrosion resistance. The Z-Clip Mounting Strips are designed to interlock the clip mounted to the pad with the clip on the mounting surface to allow a secure installation with the ability to remove pads for storage.

Netting

- All netting will be 20' high and installed to allow for easy openings/closings of nets.
- All netting will be black, $\frac{3}{4}$ ", #36 nylon square mesh.
- Numbers and lengths of nets are as follows:

South Side:

- (1) each 68' long
- (1) each 92' long
- (4) each 16' long
- (2) each 46' long
- (2) each 28' long

West Side:

- (2) each 55' long

East Side:

- (2) each 55' long

North Side:

- (12) each 30' long

Option

- Total gym controller package model #401951 or equal in lue of individual key operated control.
- Per unit deduction if key operated control is eliminated.

See attached bid specs pages 1C through 3C.

DATE: 9-9-09

MODEL NUMBER: 401950; 401951; 401952; 401953

DESCRIPTON: TotalGym™ Controller Packages

SPECIFICATIONS:

This control system is user- oriented improvement over conventional key switches ordinarily used for backstop winches, divider curtains, electric height adjusters, retractable batting cages and some other miscellaneous equipment including lighting and scoreboards.

Motor control shall be accomplished inside of a 401950 relay panel which shall supply line voltage to each motor in sequential fashion. By design, only one motor shall be allowed to run at time. This allows for optimal observation of operating equipment and minimal requirement for building wiring and electrical supply.

Each 401950 relay panel may control up to 7 different motors and 2 (separately wired) auxiliary circuits for common continuous current devices. For facilities requiring more than 7 motors, additional relay panels can be networked. A maximum of 6 relay panels can be networked allowing a total of 42 devices and 12 auxiliary devices to be controlled by a single, or multiple displays.

Each 401950 relay panel comes fully enclosed in a hinged cabinet measuring 17" tall x 5" deep x 10 " wide and includes mounting straps for surface attachment.

(see diagram)

The system shall function in two primary modes:

1. The operator may select and activate each piece of equipment individually with the touch of a button on the user interface.
2. The operator may create a "scenario" whereby each piece of equipment is either up, down, on, or off. After the scenario is created, it may be activated via one touch of a button. In turn, each piece of equipment will either raise or lower, depending on its user-described orientation in the scenario definition. User shall choose from 6 pre-named scenarios and 4 custom scenarios allowing a total of 10 possible scenarios which can be edited by the user.

Operator shall not continually hold down a button or key during this sequence, it is designed to sense amperage overload and governs the lowering or raising of the components in their movement. This process permits a low current draw by sequentially activating components. Automated controls not including over-current detection shall not be considered equal.

User interfaces shall be connected to the relay panel by (5) shielded data cables & (2) conductors (for 24 VDC). (Electrical Contractor {E.C}: Supply wire and connect using enclosed diagram.) User interface is mounted on an 11x11 plate and is designed to be

an oversized attachment to a recessed box. Optimal recess size shall be 10x10x4"deep.
(EC: supply Hofmann ASE10X10X4 or equivalent)

Three different user interfaces are offered.

The 401951 Basic Controller (**standard**) uses a 16 key touchpad and a 2 line by 24 character LCD display.

The 401952 Simple Controller (**option**) uses a 3 inch Touch Screen.

The 401953 Advanced Controller (**option**) uses a 5.5" VGA Touch Screen.

Interfaces not incorporating a display unit shall not be considered equal.

All user interfaces shall include access controls. Access control shall be accomplished by tiered User Identification and Password Protection. Lower level passwords shall allow the equipment to be operated. Higher level passwords shall allow the equipment to be modified. Control panels without password protection shall not be considered equal.

Each networked group of 401950 relay panels shall be powered by one 25 amp, 115 V AC breaker. (E.C shall supply 25 amp breaker and wiring to relay panel locations. E.C shall terminate wiring inside relay panel using enclosed wiring diagram)

Each networked group of 401950 relay panels shall be interconnected by (5) 20 gauge shielded data cables and (1) conductor (for 24 VDC). (E.C. Supply wire and connect using enclosed diagram.)

The continuous-load relay has a rating of 20 amps (E. C. shall supply wiring separate circuit protection and wiring as required by project for auxiliary devices)
Refer to wiring diagrams for continuous load /auxiliary circuit wiring.

All wiring shall be completed by an electrician licensed by all necessary local, state, and national authorities. All wiring, conduit, components and installation techniques must meet all applicable local, state, and national codes.

BASIC CONTROLLER DISPLAY AND KEYPAD

