



**PARKS &  
RECREATION  
DEPARTMENT**

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

**SPECIFICATIONS  
AND  
BID DOCUMENTS**

**FURNISHING AND  
INSTALLATION OF BALL  
FIELD FENCING**

**VETERANS ATHLETIC  
FIELD COMPLEX**

**2011**

**BIDDER'S CHECKLIST FOR**

**Furnishing and Installation of Ball Field Fencing at the Veterans Athletic Field Complex**

**Bids must be received by the City Clerk before 2:00 p.m. (local time) on December 28, 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 and the Contractors Bid pages 1, 2 and 3).
- A signed original of the bidders checklist.
- Acknowledgment of Addenda Number(s) \_\_\_\_\_.

Signed by \_\_\_\_\_  
Bidder Only

FURNISHING AND INSTALLATION OF BALL FIELD FENCING  
VETERANS ATHLETIC FIELD COMPLEX  
2820 N BROADWELL  
PARKS & RECREATION DEPARTMENT

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CITY OF GRAND ISLAND, NEBRASKA

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**ADVERTISEMENT TO BIDDERS  
FOR  
FURNISHING AND INSTALLATION OF BALL FIELD FENCING  
VETERANS ATHLETIC FIELD COMPLEX  
PARKS & RECREATION DEPARTMENT  
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), December 28, 2010** for **Furnishing and Installation of Ball Field Fencing at the new Veterans Athletic Field Complex** 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 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 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 his 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  
FURNISHING AND INSTALLATION OF BALL FIELD FENCING  
VETERANS ATHLETIC FIELD COMPLEX.**

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, "**BID FOR FURNISHING AND INSTALLATION OF BALL FIELD FENCING VETERANS ATHLETIC FIELD COMPLEX**".

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 March 1, 2011.

**CANCELLATION CLAUSE:** The City of Grand Island, Nebraska operates on a fiscal year beginning October 1<sup>st</sup> and ending on the following September 30<sup>th</sup>. 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 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.



**FURNISHING AND INSTALLATION OF BALL FIELD FENCING  
 VETERANS ATHLETIC FIELD COMPLEX  
 PARKS & RECREATION DEPARTMENT  
 CITY OF GRAND ISLAND, NEBRASKA**

**CONTRACTOR'S BID**

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>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
4 ea	Softball field fencing, installed including dugouts and gates (see diagram #2) - posts already installed	\$ _____	\$ _____
4 ea	Backstops (see diagram #1) - posts already installed	\$ _____	\$ _____
_____	Any other cost associated with a complete project as specified	\$ _____	\$ _____
	<b>TOTAL</b>		\$ _____

**Alternate Bid**

3 ea	Softball fencing and backstop installed using existing materials - posts already installed	\$ _____	\$ _____
1 ea	Complete softball fencing and backstop matching existing fencing and backstop materials - posts already installed	\$ _____	\$ _____
	<b>TOTAL</b>		\$ _____

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.

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 March 1, 2011. **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 **FURNISHING AND INSTALLATION OF BALL FIELD FENCING VETERANS ATHLETIC FIELD COMPLEX**; 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 1<sup>st</sup> and ending on the following September 30<sup>th</sup>. 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 **FURNISHING AND INSTALLATION OF BALL FIELD FENCING VETERANS ATHLETIC FIELD COMPLEX**.

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 March 1, 2011. 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 \_\_\_\_\_

Mayor

Date \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

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

\_\_\_\_\_  
Attorney for the City

Date \_\_\_\_\_

**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.**



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

FORM  
**17**

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.



# Nebraska Resale or Exempt Sale Certificate

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/reg/slstaxregs](http://www.revenue.ne.gov/legal/reg/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](http://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).

**GENERAL SPECIFICATIONS FOR  
FURNISHING AND INSTALLATION OF BALL FIELD FENCING  
VETERANS ATHLETIC FIELD COMPLEX  
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 specification list of all materials being used must accompany the bid for information and evaluation purposes. Omission of any items necessary for a complete installation does not relieve bidder's responsibility to provide a complete project for the fence bid.

This specification covers chain link fence materials, including chain link fabric, framework, gates, caps, fittings, etc. All materials and procedures used for fencing installation are subject to approval by Owner. Site preparation and post installation have been completed by owner prior to installation of fencing.

- All materials are to be commercial/industrial grade.
- Fence shall be six (6) ft. high 9 gauge chain link fence for 1041 feet and eight (8) ft. high for 134 feet for each field.
- Fence shall have a knuckle/knuckle style top and bottom.
- Braces and top rails shall be a minimum of 1-5/8" O.D. SS 30 pipe.
- Bottom of fence shall be secured with tension wire.
- The gate opening will be 12 ft. wide with a double gate to be installed in each field.
- Walk-in gate opening will be 4 ft. wide with a single gate to be installed in the fence line.
- Fittings shall be galvanized, malleable iron or pressed steel and shall be hot dip galvanized conforming to the requirement of Astma A-153. Tie wires shall be a minimum No. 9 gauge galvanized wire. Aluminum wire ties will not be allowed.
- Dug-out fence shall be 30 ft. long 8 ft. high, 9 gauge wire.
- Back Stops (per diagram #1).

DIAGRAM 1

BACKSTOP DETAIL

BACK PANEL - 10' X 20'  
 WING PANEL - 10' X 10'  
 SPAN WIDTH - 34'  
 FRONT HEIGHT - 17' 6"  
 ALL fence fabric 9 ga.

Primary Support Posts - Schedule 40  
 Secondary Support Materials - Schedule 20



