



**SPECIFICATIONS  
AND  
BID DOCUMENTS**

**PARKS &  
RECREATION  
DEPARTMENT**

**SURFACE PREP AND  
PAINTING  
OF  
ISLAND OASIS  
WATER PARK**

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

**PARKS & RECREATION  
DEPARTMENT**

**2021**

**SURFACE PREP AND PAINTING OF ISLAND OASIS WATER PARK  
PARKS & RECREATION DEPARTMENT**

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**CITY OF GRAND ISLAND, NEBRASKA**

**TABLE OF CONTENTS**

Bidders Checklist

Advertisement for Bidders

Instructions to Bidders

Contractor's Bid Form

Form of Contract Agreement

Insurance Requirements

Form of Purchasing Agent Appointment

Form of Exempt Sale Certificate

Special Provisions

Specifications

Aerial view of pool



Working Together for a  
Better Tomorrow, Today.

**BIDDER'S CHECKLIST FOR**

**Surface Prep and Painting of  
Island Oasis Water Park**

**Bids must be received by the City Clerk before 2:00 p.m. (local time) on September 7, 2021.**

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 and 2).
- A signed original of the bidders checklist.
- Acknowledgment of Addenda Number(s) \_\_\_\_\_.

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

**ADVERTISEMENT TO BIDDERS  
FOR  
SURFACE PREP AND PAINTING OF ISLAND OASIS WATER PARK  
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, 2021** for **Surface Prep and Painting of Island Oasis Water Park** 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.

Bid documents and specifications for use in preparing bid may be downloaded from the Quest CDN website, [www.QuestCDN.com](http://www.QuestCDN.com) for a thirty dollar (\$30) fee. Bids must be uploaded to the Quest CDN website and received before the specified time to be considered.

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 technicalities, and to accept whichever bid that may be in the best interest of the City, at its sole discretion. All bidders must agree that such rejection shall be without liability on the part of the Purchaser or their consultant for any penalty brought by any bidder because of such rejections, nor shall the bidders seek recourse of any kind against the Purchaser or their Consultant because of such rejections. The filing of any bid in response to this invitation shall constitute an agreement of the bidder of these conditions.

No bidder may withdraw their bid for a period of thirty (30) days after date of opening bids.

RaNae Edwards, City Clerk

**CITY OF GRAND ISLAND, NEBRASKA  
INSTRUCTIONS TO BIDDERS  
PARKS & RECREATION DEPARTMENT  
SURFACE PREP AND PAINTING OF ISLAND OASIS WATER PARK**

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 SURFACE PREP AND PAINTING OF ISLAND OASIS WATER PARK**".

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 eleven (11) working days prior to the designated meeting to allow for 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 by addendum only 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 1, 2021.

**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:

Jeremy Bachmann  
City of Grand Island  
Parks & Recreation Department  
P.O. Box 1968  
Grand Island, NE 68802-1968  
(308) 385-5444, Extension 290

**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.



**SURFACE PREP AND PAINTING OF ISLAND OASIS WATER PARK  
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>DESCRIPTION</u>	<u>TOTAL COST</u>
Surface Prep and Painting of Island Oasis Water Park	\$ _____

**EXPERIENCE DATA:**

All projects shall have been completed a minimum of three (3) years prior.

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 November 1, 2021. **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 \_\_\_\_\_ Email address 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 **SURFACE PREP AND PAINTING OF ISLAND OASIS WATER PARK**; 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 **SURFACE PREP AND PAINTING OF ISLAND OASIS WATER PARK**.

**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 1, 2021. 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 and insurance requirements 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 not be 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 not be 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

## Section A – Purchasing Agent Appointment

<b>Name and Address of Contractor</b>			<b>Name and Address of Exempt Governmental Unit or Exempt Organization</b>		
Name			Name		
Street or Other Mailing Address			Street or Other Mailing Address		
City			City		
State			State		
Zip Code			Zip Code		
			Grand Island NE 68802-1968		
<b>Name and Location of Project</b>			<b>Appointment Information</b>		
Name			Effective Date (See instructions)		
Street Address			Expiration Date		
City			Nebraska Exemption Number (Exempt Organizations Only)		
State			21-0244767		
Zip Code					

Provide the contract name, number, and a description of the 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 identified above.

**sign here**

Authorized Signature of Exempt Governmental Unit or Exempt Organization

Assistant City Attorney

Title

Date

## Section B — Delegation of Contractor's Authority A contractor can delegate its authority to its subcontractor.

<b>Name and Address of Subcontractor</b>			<b>Delegation Information for the Project Identified in Section A</b>		
Name			Effective Date		
Street or Other Mailing Address			Expiration Date		
City			Portion of Project		
State					
Zip Code					

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

**sign here**

Signature of Contractor or Authorized Representative

Title

Date

<b>Name and Address of Subcontractor</b>			<b>Delegation Information for the Project Identified in Section A</b>		
Name			Effective Date		
Street or Other Mailing Address			Expiration Date		
City			Portion of Project		
State					
Zip Code					

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

**sign here**

Signature of Subcontractor or Authorized Representative

Title

Date

<b>Name and Address of Subcontractor</b>			<b>Delegation Information for the Project Identified in Section A</b>		
Name			Effective Date		
Street or Other Mailing Address			Expiration Date		
City			Portion of Project		
State					
Zip Code					

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

**sign here**

Signature of Subcontractor or Authorized Representative

Title

Date

# Nebraska Resale or Exempt Sale Certificate

## for Sales Tax Exemption

Name and Mailing Address of Purchaser			Name and Mailing Address of Seller		
Name City of Grand Island			Name		
Legal Name					
Street or Other Mailing Address PO BOX 1968			Street or Other Mailing Address		
City GRAND ISLAND	State NE	Zip Code 68802-1968	City	State	Zip Code

**Check Type of Certificate**

Single Purchase    If single purchase is checked, enter the related invoice or purchase order number \_\_\_\_\_.

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 Property or Service Purchased

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

I further certify that we are engaged in business as a:    Wholesaler    Retailer    Manufacturer    Lessor

Description of Product Sold, Leased, or Rented  
of \_\_\_\_\_

My Nebraska Sales Tax ID Number is 01- \_\_\_\_\_.

If none, state the reason \_\_\_\_\_

or Foreign State Sales Tax Number \_\_\_\_\_ State \_\_\_\_\_.

**Section B—Nebraska Exempt Sale Certificate**

The basis for this exemption is exemption category 1 (See the list of Exemption Categories and corresponding numbers on reverse side).

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

Description of Property or Service Purchased	Intended Use of Property or Service Purchased
_____	_____

If exemption category 3 or 4 is claimed, enter your Nebraska Certificate of Exemption State ID number. 05- \_\_\_\_\_  
Do not enter your Federal Employer ID Number.

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

Description of Items Sold	Date of Seller's Original Purchase	Was tax paid when purchased by seller? <input type="checkbox"/> Yes <input type="checkbox"/> No	Was item depreciable? <input type="checkbox"/> Yes <input type="checkbox"/> No
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**Section C—For Contractors Only**

**1. Purchase of building materials or fixtures.**

As an Option 1 or Option 3 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above are exempt from Nebraska sales tax. My Nebraska Sales or Use Tax ID Number is: \_\_\_\_\_.

**2. Purchases made by an Option 2 contractor under a Purchasing Agent Appointment on behalf of \_\_\_\_\_ (exempt entity)**

As an Option 2 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above is exempt from Nebraska sales tax pursuant to the **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17.

Any purchaser, agent, or other person who completes this certificate for any purchase which is not for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use taxes is 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 applies 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** ▶

<p>Authorized Signature <b>Stacy R. Nonhof</b> <small>Authorized Signature Name (please print)</small></p>	<p><b>Assistant City Attorney</b> <small>Title</small></p>	<p><small>Date</small></p>
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**Do not send this certificate to the Nebraska Department of Revenue. Keep it as part of your records. Sellers cannot accept incomplete certificates.**

**The Department is committed to the fair administration of the Nebraska tax laws. It is unlawful to claim an exemption for purchases of property or services that are subject to tax. Sellers are encouraged to notify the Department of any unlawful use of this form.**  
revenue.nebraska.gov, 800-742-7474 (NE and IA), 402-471-5729



## **SURFACE PREP AND PAINTING OF ISLAND OASIS WATER PARK**

Contact Person:       Jeremy Bachmann, Parks & Recreation Director  
                                  PO Box 1968  
                                  Grand Island, NE 68802  
                                  308-389-0290

### **SPECIAL PROVISIONS**

INTENT OF SPECIFICATIONS. It is the intent of these specifications to describe in detail the scope of painting necessary for the City of Grand Island, Nebraska. Materials and workmanship which are obviously necessary to complete the project in accordance with the type of construction shown on the drawing but not specifically mentioned in these specifications shall be furnished complete.

The lump sum price named in these specifications shall include the furnishing of all labor, material (except as noted), tools, equipment, transportation costs, equipment rental, protective coverings, storage, etc., necessary to complete the project as specified and as shown on the drawing.

VISITATION OF SITE. It is highly recommended that all prospective bidders visit Island Oasis to become fully aware of the extent and type of work, and obstacles. This shall include structures and equipment located within the general area and access available. Island Oasis is located at 321 Fonner Road, Grand Island, Nebraska.

During their visit to the site, all bidders should consult with the Parks and Recreation representative, Jeremy Bachmann about the work pursuant to this Contract. Upon award of Contract, the Contractor will not be granted any additional compensation for conditions which he/she may not have informed himself/herself of during an inspection of the site.

SIZE OF SITE. Project includes painting the 50 meter lap swim area, zero depth area, and children's slide area. See attached aerial photo.

CONTRACTOR COORDINATION. The Contractor for this project will be required to maintain close coordination with the Owner. All work to be done shall be scheduled in advance with the Owner. The Contractor shall not be entitled to any extra compensation for inconveniences or delays on the job site.

COMPLETION OF CONTRACT. The time of completion is of the essence of this Contract and the Contractor shall be responsible for performing his work in accordance with the construction schedule. Should the work fall behind schedule, the Contractor shall expedite the work by increasing the size of crew, initiation of overtime work or other appropriate means to bring the subject to the Owner's acceptance or modification. Procedures shall be formulated and implemented without delay. All work shall be completed no later than November 14, 2014.

Upon being awarded the Contract, the Contractor shall immediately begin to schedule and prepare for the work.

SAFETY PRECAUTIONS. The Contractor shall be responsible for all necessary safety precautions.

CONTRACTOR'S WORK AREA. The Contractor will be permitted to store equipment and material in areas designated by the Owner.

## **SPECIFICATIONS**

All work and materials shall be in accordance with Industry Standards and Manufactures Specifications.

All paints shall be provided by bidder.

Paint Color – Tank White 15BL.

**SURFACE PREP:** Power-wash with detergent additive to remove surface contaminants. Abrasive blast in accordance with SSPC-SP13 to uniformly abrade all surfaces and to remove all loose coatings. Replace backing rope filler and pool grade sealant where missing or damaged.

**PAINTING.** Paint shall be delivered to job site in original, unopened containers. Paint shall be mixed thoroughly with a power agitator before application. No thinner shall be added except as required by manufacturer.

No coating shall be applied if the dew point is within 5°F of the steel temperature or if the relative humidity is greater than 80%.

First Coat – Tnemec series 161 Tnemo Fascure or Diamond Vogel Pool-Cote EP or equal.

Second Coat – Tnemec series 161 Tnemo Fascure or Diamond Vogel Pool-Cote EP or equal with sand added for added slip resistance.

All pool markings such as swimming lanes, depth marks, and danger signs must be replaced.

Wet paint shall be protected from dust and other foreign material. Paints shall not be applied during conditions of fog, rain or excessive wind.

**FIELD FACILITIES.** Compressed air will not be available. All compressed air shall be supplied by contractor.

Water will be furnished at the nearest available source.

Electric energy will be furnished at the nearest available source.

**PROTECTION REQUIREMENTS.** Contractor shall take proper care to shield, cover and protect all areas. All areas around work area shall be protected from paint which may be dropped or spilled.

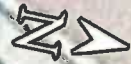
The contractor shall keep working areas clean, safe and orderly at all times and shall remove rubbish daily. Prior to completion of the work all waste material shall be removed from the site.

**WARRANTY.** The contractor shall guarantee all materials and workmanship free of defects for a period of three (3) years.

**DRUG FREE WORK PLACE:** A copy of the policy will be furnished to the City upon request.

**Island Oasis**

**Legend**



90 ft