



CONTRACT DOCUMENTS & SPECIFICATIONS

for

**DRAINAGE DITCH GRADING,
EXCAVATING, AND HAULING – 2021/2022**

Bid Opening

Tuesday, October 5, 2021 @ 2:00 pm
City of Grand Island, City Hall
100 East 1st Street
Grand Island, NE 68801

**STREET DIVISION
PUBLIC WORKS DEPARTMENT
GRAND ISLAND, NEBRASKA**

SEPTEMBER 2021

TABLE OF CONTENTS

**DRAINAGE DITCH GRADING, EXCAVATING,
AND HAULING– 2021/2022**

CITY OF GRAND ISLAND, NEBRASKA

- 1 Bidder Checklist
2. Advertisement to Bids
3. Contractor's Bid
4. Instructions to Bidders
5. Insurance Requirements
6. Exempt Sales Certificate
7. Purchasing Agent Appointment
8. Contract Agreement Form
9. Special Provisions

BIDDER CHECKLIST FOR

**DRAINAGE DTICH GRADING, EXCAVATING,
AND HAULING- 2021/2022**

CITY OF GRAND ISLAND, NEBRASKA

Bids must be received by the City Clerk before 2:00 p.m. (local time), Tuesday, October 5, 2021.

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

- This completed bidder checklist form.
- A signed **original and one (1) copy** of the bidding documents.
- Firm unit pricing or lump sum pricing, as applicable.

** _____ If checked you will be claiming the individual pricing as listed on the Bid Form is proprietary information and should not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.*

Bidder Company Name

Date

Print – Name of Person Completing Bid

Signature

**ADVERTISEMENT TO BIDDERS
for**

**DRAINAGE DITCH GRADING, EXCAVATING,
AND HAULING- 2021/2022**

for
CITY OF GRAND ISLAND, NEBRASKA

Sealed bids will be received at the office of the City Clerk, 100 E. First Street., Grand Island, NE 68801 or P.O. Box 1968, Grand Island, Nebraska 68802 until **2:00 p.m. (Local Time), Tuesday, October 5, 2021** for furnishing **Drainage Ditch Grading, Excavating, and Hauling- 2021/2022**, for 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.

Bids shall be submitted on forms which will be furnished by the City OR bidding documents, plans, and specifications for use in preparing bids may be downloaded from the Quest CDN website, www.QuestCDN.com for a thirty dollar (\$30) fee.

Please return one (1) original and one (1) copy of each bid sheet.

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 comply with the City's insurance requirements, and supply performance and payment bonds. Successful bidder shall maintain a Drug Free Workplace Policy.

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. The Purchaser also reserves the right to reject any section(s) of a selected bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw their bid for a period of forty-five (45) days after date of opening bids.

Plans and specifications for use in preparing bids may be obtained from the office of the Public Works Department, Second Floor, City Hall, 100 East First Street, Grand Island, NE. The bid proposal package is also available on the City of Grand Island Bid Opening Calendar at www.grand-island.com.

TITLE VI

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

City Administrator
308-389-0140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

RaNae Edwards
City Clerk

BID FORM

Drainage Ditch Grading, Excavating, and Hauling 2021-2022
for
STREETS DIVISION OF PUBLIC WORKS
CITY OF GRAND ISLAND, NEBRASKA

LINE ITEM	EQUIPMENT	DETAILS	COST PER HOUR
1	Excavator (Track Mounted) with GPS-based Grade Control & Operator	Make: Model: Digging Depth: Bucket Size: GPS Accuracy:	\$
2	Excavator (Track Mounted) with Operator	Make: Model: Digging Depth: Bucket Size: GPS Accuracy:	\$
3	Dozer with Operator	Make: Model:	\$
4	Dump Truck with Operator	Make: Model: Dump Type: Haul Capacity:	\$
5	Dump Truck with Heated Dump Box & Operator	Make: Model: Dump Type: Haul Capacity:	\$
6	<i>(other, please write in)</i>		\$
7	<i>(other, please write in)</i>		\$

Additional equipment items may be written on separate sheet of paper if needed.
Exceptions to Specifications, if needed, please include on separate sheet of paper.

General

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 for a period of forty-five (45) days after date of bid opening.

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

DATED: _____ day of _____.

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: _____

FAX NUMBER OF BIDDER: _____

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

DRAINAGE DITCH GRADING, EXCAVATING, AND HAULING- 2021/2022

CITY OF GRAND ISLAND, NEBRASKA

EXCEPTIONS TO SPECIFICATIONS: Each Bidder shall carefully check all requirements herein set forth and shall offer items which fully comply with these requirements or shall plainly set forth all points, features, conditions, specifications. Bidder must comply with all applicable Federal, State and Local rules and regulations.

SUBMISSION OF BIDS: All bids shall be submitted using the City's bid form. Bids shall **be addressed to the City Clerk** and plainly marked, "**BID FOR DRAINAGE DITCH GRADING, EXCAVATING, AND HAULING- 2021/2022**".

INSURANCE COVERAGE: The Contractor shall purchase and maintain at their 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 them of any contractual responsibility or obligation.

BASE BID: The Bidder is expected to base their bids on materials and items complying fully with these specifications, and in the event the named bid materials or items do not conform, they will be responsible for furnishing materials and items which fully conform at no change in the bid price.

CHECKS OR BID BONDS: Checks or bid bonds of the unsuccessful bidders will be returned when their bids have been rejected and not to exceed 45 days from the date bids are opened. All bids shall remain in force for this 45-day Period. The check or bid bond of the successful Bidder will be returned when the Contracts are signed by both parties and necessary bonds supplied. Should the Purchaser make an award to a Contractor who refuses to enter into Contract and furnish the required bonds within 15 days after notification of acceptance, then the bid security which has been deposited with the Purchaser will be forfeited to the Purchaser as liquidated damages.

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: This project for 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 of each month. Requests for payment must be received no less than ten (10) working days prior to the designated meeting to allow proper review and consideration.

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, they may submit to the Purchasing Division of the City Attorney's Office 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 only 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 City will not be responsible for any other explanation or interpretation of the proposed documents.

CLEANING UP: Contractor shall maintain a clean and safe work area while on site, particularly since pedestrian traffic will be prevalent during construction activities.

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 acknowledgment of receipt.

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 (3) days after bids are opened.

BID DATA: Bidders shall submit bid data, if required, on items offered in the Bid by **furnishing one original and one copy of the completed Contractor's Bid form**. The bid sheets shall be filled out legibly in ink to permit reproduction.

BIDDER SECURITY: Bidder security, when required, shall be enclosed in a separate envelope marked, "**BIDDER SECURITY/BID FOR DRAINAGE DITCH GRADING, EXCAVATING, AND HAULING- 2021/2022**". The envelope shall contain only a cashier's check, certified check or bidder's bond; be attached to the outside of a sealed envelope containing the bid and any other bid materials; and be addressed to the City Clerk.

Bids of an incomplete nature or subject to multiple interpretation may, at the option of the Purchaser, be rejected as being irregular.

FINANCIAL STATEMENT: If requested the Bidder shall furnish 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.

DRUG FREE WORKPLACE POLICY: Bidders shall furnish, upon request, a copy of their Drug Free Workplace Policy.

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.

LB 403: Every public contractor and their subcontractors who are awarded a contract with the City of Grand Island 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.

LOCAL CONDITIONS: Each Bidder shall have an authorized representative visit the site of the work and thoroughly inform them 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.

By submitting a bid, 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.

INSURANCE REQUIREMENTS

MINIMUM INSURANCE REQUIREMENTS

DRAINAGE DITCH GRADING, EXCAVATING, AND HAULING- 2021/2022

CITY OF GRAND ISLAND, NEBRASKA

You are urged to include in your bid compliance with the City's minimum insurance requirements; however, any non-compliance must be detailed in the Exceptions Section of the bid. Compliance with the specified OCP coverage is mandatory.

The Bidder shall take out, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect themselves and the interests of the City against all hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations to the fullest extent possible and provide no exclusions relative to any aspect of the work being performed for the City. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City but regardless of such approval, it shall be the responsibility of the Bidder to maintain adequate insurance coverage at all times. Failure of the Bidder to maintain adequate coverage shall not relieve them of any contractual responsibility or obligation.

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.**

Instructions

Who May Issue a Resale Certificate. Purchasers are to give the seller a properly completed Form 13, Section A, when making purchases of property or taxable services that will subsequently be resold in the purchaser's normal course of business. The property or services must be resold in the same form or condition as when purchased, or as an ingredient or component part of other property that will be resold.

Who May Issue an Exempt Sale Certificate. Form 13, Section B, may be completed and issued by governmental units or organizations that are exempt from paying Nebraska sales and use taxes. See this list in the [Nebraska Sales Tax Exemptions Chart](#). Most nonprofit organizations are **not** exempt from paying sales and use tax. Enter the appropriate number from "Exemption Categories" (listed below) that properly reflects the basis for your exemption.

For additional information about proper issuance and use of this certificate, please review [Reg-1-013, Sale for Resale – Resale Certificate](#), and [Reg-1-014, Exempt Sale Certificate](#).

Contractors. Contractors complete Form 13, Section C, part 1 or part 2 based on the option elected on the [Contractor Registration Database](#).

To make tax-exempt purchases of building materials and fixtures, Option 1 or Option 3 contractors must complete Form 13, Section C, Part 1. To make tax-exempt purchases of building materials and fixtures pursuant to a construction project for an exempt governmental unit or an exempt nonprofit organization, Option 2 contractors must complete Form 13, Section C, Part 2. The contractor must also attach a copy of a properly completed [Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17](#), to the Form 13, and both documents must be given to the supplier when purchasing building materials. See the [contractor information guides](#) and [Reg-1-017, Contractors](#), for additional information. Also, see the Important Note under "Exemption Categories" number 3.

When and Where to Issue. The Form 13 must be given to the seller at the time of the purchase to document why sales tax does not apply to the purchase. The Form 13 must be kept with the seller's records for audit purposes.

Sales Tax Number. A purchaser who is engaged in business as a wholesaler or manufacturer is not required to provide an ID number when completing Section A. Out-of-state purchasers may provide their home state sales tax number. Section B does not require a Nebraska ID number when exemption category 1, 2, or 5 is indicated.

Fully Completed Resale or Exempt Sale Certificate. A fully completed resale or exempt sale certificate is proof for the retailer that the sale was for resale or is exempt. For a resale certificate to be fully completed, it must include: (1) identification of the purchaser and seller, type of business engaged in by the purchaser; (2) sales tax permit number; (3) signature of an authorized person; and (4) the date of issuance.

For an exempt sale certificate to be fully completed, it must include: (1) identification of purchaser and seller; (2) a statement that the certificate is for a single purchase or is a blanket certificate covering future sales; (3) a statement of the basis for exemption, including the type of activity engaged in by the purchaser; (4) signature of an authorized person; and (5) the date of issuance.

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, is subject to a penalty of \$100 or ten times the tax, whichever is greater, for each instance of presentation and misuse. In addition, any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

Exemption Categories

(Insert appropriate number from the list below in Section B)

1. Governmental units, identified in [Reg-1-072, United States Government and Federal Corporations](#); and [Reg-1-093, Governmental Units](#). Governmental units are not assigned exemption numbers.

Sales to the U.S. government, its agencies, instrumentalities, and corporations wholly owned by the U.S. 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 U.S. government for the benefit of the public, generally are taxable.

Purchases by governmental units that are **not** exempt from Nebraska sales and use taxes include, but are not limited to: governmental units of other states; sanitary and improvement districts; rural water districts; railroad transportation safety districts; and county historical societies.

2. Purchases when the intended use renders it exempt. See [Nebraska Sales Tax Exemption Chart](#).
3. Purchases made by organizations that have been issued a [Nebraska Exempt Organization Certificate of Exemption](#) (Certificate of Exemption). [Reg-1-090, Nonprofit Organizations](#); [Reg-1-091, Religious Organizations](#); and [Reg-1-092, Educational Institutions](#), identify these organizations. These organizations are issued a Certificate of Exemption with a state ID number which must be entered in Section B of Form 13.

Important Note: Nonprofit educational institutions must be accredited regionally or nationally and have their primary campus in Nebraska to be exempt from sales and use tax. Also nonprofit organizations providing any of the types of health care or services that qualify to be exempt must be licensed or certified by the Nebraska Department of Health and Human Services (DHHS) to be exempt from sales and use taxes. There is no sales and use tax exemption prior to these entities being accredited, licensed, or certified. They CANNOT issue either a [Resale or Exempt Sale Certificate, Form 13](#), or a [Purchasing Agent Appointment, Form 17](#), to any retailer or contractor relating to purchases of building materials for construction or repair projects performed prior to being accredited, licensed, or certified. After an entity becomes accredited, licensed, or certified upon completion of the construction project, it may submit a [Form 4](#).

Nonprofit **health care organizations** that hold a Certificate of Exemption are exempt for purchases for use at their facility, or portion of the facility, covered by the license issued under the Nebraska Health Care Facility Licensure Act. Only specific types of health care facilities and activities are exempt. Purchases of items for use at facilities that are not covered under the license, or for any other activities that are not specifically exempt, are taxable. The exemption is not for the entire organization that offers different levels of health care or other activities, but is limited to the specific type of health care that is exempt. Purchases for non-exempt types of health care are taxable.

4. Purchases of motor vehicles, trailers, semitrailers watercraft, and aircraft used predominately as common or contract carrier vehicles; accessories that physically become part of the common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption ID number must be entered in Section B of the Form 13. An individual or business that has been issued a common or contract carrier certificate of exemption may only use it to purchase those items described above prior to the expiration date on the certificate. The certificate of exemption expires every 5 years. (See [Nebraska Common or Contract Carrier Information Guide](#)).
5. Purchases of manufacturing machinery and equipment made by a person engaged in the business of manufacturing, including repair and replacement parts or accessories, for use in manufacturing. (See [Reg-1-107, Manufacturing Machinery and Equipment Exemption](#)).
6. Occasional sales of used business or farm machinery or equipment productively used by the seller as a depreciable capital asset for more than one year in his or her business. The seller must have previously paid tax on the item being sold. The seller must complete, sign, and give the Exempt Sale Certificate to the purchaser. (See [Reg-1-022, Occasional Sales](#)). The Form 13 must be kept with the purchaser's records for audit purposes.

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

Section A – Purchasing Agent Appointment

Name and Address of Contractor			Name and Address of Exempt 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 Address			Expiration Date		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only)		

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

Title

Date

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

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

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

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

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

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

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

Instructions

Section A

Who Can Issue. Any governmental unit or nonprofit organization that is exempt from sales and use tax may appoint a contractor as its purchasing agent for building materials and fixtures that will be annexed to property that belongs to or will belong to the exempt governmental unit or exempt nonprofit organization pursuant to a construction contract or covered under an on-call, repair, or maintenance service agreement. Exempt governmental units and exempt nonprofit organizations are identified in [Sales and Use Tax Regulations 1-072, 1-090, 1-091, 1-092, and 1-093](#).

Important Note: A nonprofit organization that has not received its sales and use tax Exempt Organization Certificate of Exemption, cannot issue either a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, or a [Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13](#).

Appointment Information. To appoint a contractor as its purchasing agent, the exempt governmental unit or exempt nonprofit organization must complete Section A. The phrase “upon completion” or similar phrase is not an acceptable expiration date. If the project is not completed before the expiration date, a new purchasing agent appointment must be issued with the new effective and expiration dates. The purchasing agent authority for the contractor becomes effective on the later of the “effective date” or the signature date of the individual authorized to sign the Form 17 on behalf of the exempt governmental unit or exempt nonprofit organization.

When To Issue. The qualified exempt nonprofit organization or exempt governmental unit should issue the completed and signed Form 17 to the contractor BEFORE the contractor annexes any building materials. If the Form 17 is not timely issued, the Option 2 or Option 3 general contractor must pay the sales and use taxes on all building materials annexed to real estate before the effective date or signature date on the appointment.

Important Note: A copy of the completed Form 17 should be retained by the exempt governmental unit or exempt nonprofit organization. The original is to be retained by the contractor.

On-Call, Repair, or Maintenance Agreements. Exempt governmental units and exempt nonprofit organizations, in lieu of issuing a separate purchasing agent appointment to the same Option 2 or Option 3 contractor for each service call, may issue to the Option 2 or Option 3 contractor a written on-call, repair, or maintenance agreement and purchasing agent appointment that covers a calendar year or part of a calendar year. A new written agreement and purchasing agent appointment must be issued at least each calendar year.

Section B

Delegation of Contractor’s Authority. The contractor or subcontractor who has previously been delegated to be a purchasing agent for a portion of the project may delegate his or her authority as the purchasing agent to other subcontractors for all or a portion of the project. Contractors who are delegating their authority as the purchasing agent are only required to complete Section B. Contractors and subcontractors must issue a separate Form 17 to each subcontractor to whom they are delegating their purchasing agent authority. The purchasing agent authority for the subcontractor becomes effective on the later of the “effective date” or the signature date of the contractor’s or subcontractor’s authorized individual.

If Section B is full and additional delegations are required, it is necessary for the contractor who is delegating his or her authority to complete a new Form 17, Section B and provide a copy of the Form 17 between the exempt governmental unit or exempt nonprofit organization and the contractor. Reproductions of this delegation must be provided to the contractor, who must retain a copy for his or her records, and to the governmental unit or exempt nonprofit organization.

When To Issue. The delegation must be issued to the subcontractor BEFORE the subcontractor annexes any building materials. If the Form 17, Section B, Delegation of Contractor’s Authority is not issued, the Option 2 or Option 3 subcontractor must pay the sales and use taxes on all building materials annexed to real estate before the effective date or signature date on the appointment.

Other Contractor Information

Purchasing Tax Exempt Building Materials and Fixtures. Option 1 and Option 3 contractors who perform construction work for an exempt governmental unit or exempt nonprofit organization can purchase the building materials and fixtures tax exempt by issuing a properly and fully completed Form 13, Section C, Block 1, to its suppliers. It is not necessary for the Option 1 or Option 3 subcontractor to attach a copy of the Form 17 to its Form 13.

Option 2 contractors who perform construction work for an exempt governmental unit or exempt nonprofit organization can purchase the building materials and fixtures tax exempt by issuing a properly and fully completed Form 13, Section C, Block 2, and a copy of the Form 17 to its supplier. This delegation will not allow purchases of building materials and fixtures without payment of the tax by the contractor or subcontractor before the later of the effective date of the appointment or the signature date of the individual authorized to delegate them as a purchasing agent. In addition, the appointment cannot be made after the expiration date of the original appointment.

Form 13 and Form 17 must be retained with the supplier’s and contractor’s records for audit purposes. A contractor may reproduce copies of these documents which can be furnished to the suppliers for each invoice or order made by them.

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

Option 2 and Option 3 contractors who bill another contractor for work performed for an exempt governmental unit or exempt nonprofit organization are not required to collect sales tax on the amount charged for their contractor labor charges since their labor charges are not subject to tax. They do not need to obtain a Form 13 or Form 17 from the contractor.

Credit/Refund of Sales and Use Tax. Option 2 contractors who have been appointed as a purchasing agent before any materials are annexed, may withdraw tax-paid building 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 Option 2 contractor or subcontractor may take a credit either against its 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, Supplies, and Taxable Services. The purchase, rental, or lease of tools, supplies, equipment, or taxable services (for example, scaffolding, barricades, machinery, building cleaning services etc.) by a contractor for use to complete an exempt project CANNOT be purchased tax exempt, even if the contractor has been issued a Form 17 for the project.

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, Section A, must be signed by the proper government official or by an officer of the exempt nonprofit organization or another individual authorized by an attached power of attorney. The delegation of the prime or subcontractor's authority, Section B, must be signed by an owner, partner, corporate officer, or other individual authorized to sign the Delegation of Contractor's Authority.

CONTRACT AGREEMENT

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2021, 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 construction of Grand Island **Drainage Ditch Grading, Excavating, and Hauling- 2021/2022**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals 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 or themselves, and its 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 _____ **& xx/100 Dollars (\$_____)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the 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 **Drainage Ditch Grading, Excavating, and Hauling- 2021/2022**.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bond is approved, and that the work in this contract shall expire September 30, 2022.

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

ARTICLE VI. 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.

ARTICLE VII. 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 and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE VIII. Every public contractor and their 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 IX. 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.

ARTICLE X. The City reserves the right to terminate this contract at any time upon 60 days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

ARTICLE XI. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

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 and bond are in due form according to law and are hereby approved.

Attorney for the City

Date _____

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Grand Island shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CITY OF GRAND ISLAND
SPECIAL PROVISIONS
FOR
Drainage Ditch Grading, Excavating, and Hauling 2021-2022**

Section 1. Intent

Establish hourly unit pricing for Equipment used to grade drainage ditches within the City of Grand Island on an as-needed basis. Hourly rates should include equipment, fuel, oil, materials, labor for upkeep, and operator. No compensation will be allowed by the City for transportation of equipment to and from a job or point of operation. There is no guarantee of quantity of hours and no assurance the City will need all items listed.

Priority Areas for drainage maintenance/ditch cleaning currently are:

Hwy 30 – Johnstown to Hwy 281, south side road ditch

Hwy 30/281 Interchange - SE Quadrant Washout filling under concrete liner

Hwy 30 – Webb to Hwy 281 – north side road ditch

Swift Outfall Ditch – west of Stuhr Rd to Museum Dr

Priorities can change and this is not a guarantee that this is the particular area(s) that will be worked on.

Section 2. Multiple Award

It is intended that the City of Grand Island enter into Price Agreement(s) with a primary and an alternative vendor for each line item pursuant to City Code §27-19.

The City and Bidder recognize that the lowest bidder may not be available to meet the City's schedule and the City Street Superintendent will use their judgment regarding the scheduling of work with the bidders to serve the best interest of the City.

Section 3. Contract Duration

The duration of the contract shall be from date of award through September 30, 2022.

Section 4. Bid Items

Bidders are not required to bid on all items. Each line item should be completed, in full, on items of which the bidder would like to be considered.

Additional items that are applicable to the City of Grand Island open drainage maintenance needs which you can bid on shall be written in the space(s) provided.

Section 5. Bid Bond, Performance Bond, and Payment Bond

A check, bid bond, performance bond, or payment bond will not be required for DRAINAGE DITCH GRADING, EXCAVATING, AND HAULING 2021-2022.