



**PARKS &
RECREATION
DEPARTMENT**

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

**SPECIFICATIONS
AND
BID DOCUMENTS**

**FURNISHING AND
INSTALLATION OF
GOLF COURSE
IRRIGATION SYSTEM**

**JACKRABBIT RUN
GOLF COURSE**

2013

**FURNISHING AND INSTALLATION OF
IRRIGATION SYSTEM
FOR
JACKRABBIT RUN GOLF COURSE
PARKS AND RECREATION DEPARTMENT
CITY OF GRAND ISLAND, NEBRASKA**

Bid Package
Table of Contents

Advertisement to Bidders

Instruction to Bidders

Contractor Bid Form

Form of Contract Agreement

Form of Purchasing Agent Appointment

Form of Exempt Sale Certificate

Insurance Requirements

Minimum Bid Specifications

- I. General Conditions of Irrigation Project
- II. Project Close-out
- III. Irrigation System Material
- IV. Electrical Material

**ADVERTISEMENT TO BIDDERS
FOR
FURNISHING AND INSTALLATION OF
IRRIGATION SYSTEM
FOR
JACKRABBIT RUN GOLF COURSE
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), August 14, 2013** for **Furnishing and Installation of Irrigation System for Jackrabbit Run Golf Course** 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. (308) 385-5444 ext. 290. Bids shall be submitted on forms which will be furnished by the City.

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

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

The successful bidder will be required to provide:

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

The award winning offeror will be required to comply with the City's Insurance requirements.

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

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

RaNae Edwards, City Clerk

**CITY OF GRAND ISLAND, NEBRASKA
FURNISHING AND INSTALLATION OF
IRRIGATION SYSTEM
JACKRABBIT RUN GOLF COURSE**

INSTRUCTIONS TO BIDDERS

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. Exceptions shall be explained in detail in a letter accompanying the bid. Reference shall not be made to the bidder's proposal 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 bidder's proposal 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**. Copies of addenda, if any, shall be signed plainly marked, "**BID FOR FURNISHING AND INSTALLATION OF IRRIGATION SYSTEM – JACKRABBIT RUN GOLF COURSE - PARKS AND RECREATION DEPARTMENT**".

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 proposal. Failure to do so may be reason for not extending any consideration to alternate proposals.

BIDDER QUALIFICATION: Bids will be received only from qualified bidders. A bidder will be considered qualified if he/she is a recognized supplier of materials and items similar to that specified herein. Bidder must comply with all applicable Federal, State and Local rules and regulations.

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

REQUESTS FOR PAYMENT: The City of Grand Island will make payments only after approval at regularly scheduled City Council meetings. These meetings typically occur the second and fourth Tuesday each month. Requests for payment must be received no less than ten working days prior to the designated meeting to allow proper review and consideration. Payments will only be made after final completion of the project to City's satisfaction unless otherwise stated in bidding documents.

APPLICATIONS FOR PAYMENT:

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Irrigation Consultant and Owner and paid for by the Owner.
- B. Application Preparation:
 1. Payment will be based on the proportion of the total work completed during the period for which application for payment is being made. Contractor shall submit application for payment on the 9th of each month, for work completed from the 10th of the previous month.
 2. Include any contract revisions authorized by approved Change Orders issued prior to the last day of the construction period covered by the application. Payment for such authorized contract revisions will be computed based on the Unit Prices included on the Bid Form taken times the actual quantity of such materials instilled as result of such change as measured by the Contractor and reviewed by Owner.
- C. Transmittal:
 1. Submit three (3) executed copies of each Application for Payment to the Owner including waivers of lien and similar attachments, when required.
 2. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Owner.
- D. Final Payment Application:
 1. Submittals, which must coincide with submittal of the final payment Application for Payment, include the following on forms, and executed in a manner acceptable to the Owner:
 - a. Final waivers of liens from every entity involved with performance of Work.
 - b. Consent of Surety of Final Payment. (If applicable)
 - c. Itemized statements listing taxes, fees and similar obligations paid.
 - d. **Owner shall retain 10% of services amount only until substantial completion has been performed.**

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

TIME OF COMPLETION: Time of completion is the essence of this Contract, and all work shall be completed **no later than November 30, 2013 unless "weather circumstances" prohibit working conditions.**

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, upon closing, the Contract 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 of addendum is to be returned immediately to the Purchasing Department as acknowledgement 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 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 of the bidder if 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 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.

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:

Todd McCoy
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.

**CITY OF GRAND ISLAND, NEBRASKA
FURNISHING AND INSTALLATION OF
IRRIGATION SYSTEM**

JACKRABBIT RUN GOLF COURSE

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 Proposal, (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 difficulties and hazards to the work which might be caused by storm and flood water, (f) local conditions relative to labor, transportation, hauling and rail delivery facilities, and (g) all other factors and conditions affecting or which may be affected by the work;

THE UNDERSIGNED FURTHER DECLARES that he/she has been regularly engaged in irrigation installation work for at least five (5) years and has installed five (5) complete irrigation systems on 18-hole golf courses in the last three (3) years of size and difficulty similar to this project;

THE UNDERSIGNED FURTHER DECLARES that he/she is the only person interested in the said bid; that it is made without any connection with any person or persons making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or misrepresentation, and;

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:

Installation of Golf Course Irrigation System at Jackrabbit Run Golf Course, 2803 N Shady Bend Rd, Grand Island, NE.

ADDENDA: Bidder has received and considered addenda numbers: _____

BID FORM

All bids must meet Quality Assurance requirements.

Irrigation said improvements must be completed in the time frame designated by the Owner and Owners Representative. **September 2 through November 30, 2013.**

List all, if any, sub-contractors to be employed by the contractor on irrigation project.

All plans and specifications shall be returned to Irrigation Consultant if contract is not awarded to Bidders Company.

All contractors must visit job site before submitting a bid.

Part 1 - General

2.1 QUALIFICATIONS AND INTERPRETATIONS

A. **Construction schedules must be approved by Owner and Owner's Representative:**

Owner's Representative:

Doug Sweeney
Jack Rabbit Run Golf Course
2800 N Shady Bend Rd.
Grand Island, NE 68801
Phone: 308-385-5342

Irrigation Consultant:

Daryl Finestead
Finest Irrigation Consulting, LLC
555 3rd Street Box 211
Minburn, Iowa 50167
Phone: 515-249-1271

2.2 CONTRACT SPECIFICATIONS

A. The detailed specifications, which follow, shall govern the materials furnished and work performed in the construction of the work covered by this contract.

B. No attempt has been made in the specifications to segregate work to be performed by and trade, subcontract or proposal item, under any one section of the specifications. Any segregation between trade or craft jurisdiction limits, and the establishment of subcontract limits, will be solely a matter of agreement between the Contractor and his employees and his Sub-contractors. The specifications will govern the construction of the entire work and the provisions thereof all govern each item and unit of work to which such provisions apply.

2.3 TERMINATION OF CONTRACT

A. Termination of contract will be written, giving ten (10) days notice of contract cancellation. Cancellation can be inferred by the following but is not limited to:

1. Bankruptcy.
2. Violation of codes, and regulations on local, state or federal levels.
3. Inability to meet progress schedules.
4. Progress stopped by legal order. Owner has the right to pursue to finish project and shall be reimbursed for any improvements already paid to Contractor. Owner also reserves the right to pursue any damages obtained by the fair value of the Contractor to perform said contract

2.4 LIQUIDATED DAMAGES

A. The liquidated damage provision or \$500.00 per day is intended as a reasonable estimate of the Owner's damages because of the Contractor's failure to complete the Work by Completion Date and as a settlement of the actual damages that might arise because of such failure.

The parties agree that these damages are reasonable, bear significant relation to the actual damages that Owner might sustain, which damages Contractor and Owner agree would be uncertain and difficult to prove, and is not a penalty for the Contractor's failure to perform. The acceptance by Owner of the liquidated damages set forth above shall not be deemed permission for Contractor to continue to violate its covenant to complete the Work by the Completion Date, and shall not preclude the Owner from seeking any other remedy (other than money damages) for such violation including, without limitation, specific performance or termination of the Agreement, which Owner may pursue at any time while the violation continues.

If Contractor fails to complete the work after a default notice has been issued; the Owner shall be entitled to obtain substitutive performance and may seek recovery of the costs, of such substitutive performance, in addition to the liquidated damages.

2.5 UNIT PRICES

All Bidders must provide Unit Prices in this section for all items. Include the following unit price and alternate information with bid form under separate section.

The undersigned agrees, **if changes to the project** are required and approved in accordance with requirements of the Contract Documents, that the cost of such changes will be determined on the basis of the following Unit Prices taken times the actual quantity of such materials, installed as a result of such change as measured by the Irrigation Consultant.

The undersigned further agrees that each Unit Price include the cost of all labor, material, overhead, profit, insurance, and all other incidentals required to cover the completion of the work of that Unit Price item in accordance with the Drawings, Specifications and Contract Documents, including excavating, trenching and backfilling unless otherwise indicated, the sum of the unit pricing does not equal the total of the lump sum irrigation bid.

In the construction of the system, there is a possibility of a service tee breaking with the removal of the existing swing joint. If this should occur, the following is a unit price for replacing the service tee. This will be done with the use of a HARCO gasketed service tee and HARCO knock-on repair coupler. Example: if the broken tee is on 2" pipe, it would be replaced with one Harco 151-206 2" x 1.5" service tee and pipe repaired with one Harco 109-020 2" knock-on repair coupler.

\$ _____ per service tee

In the construction of the system there may be places on the course where lateral piping is too deep to use an 18" long swing joint and get up to grade. Should this occur, this unit price is for the cost of putting in a riser from the lateral piping. Making it possible to install a normal 12" long swing joint, VIH rotor, and decoder.

\$ _____ per riser.

**TORO LUMP SUM IRRIGATION BID \$ _____
(COMPLETE AS PROPOSED ON THE PLANS AND IN THESE SPECIFICATIONS*)**

**RAIN BIRD LUMP SUM IRRIGATION BID \$ _____
(COMPLETE AS PROPOSED ON THE PLANS AND IN THESE SPECIFICATIONS*)**

**OTHER LUMP SUM IRRIGATION BID \$ _____
(COMPLETE AS PROPOSED ON THE PLANS AND IN THESE SPECIFICATIONS*)**

**All lump sum bids shall include all applicable fees and permits.*

EXPERIENCE DATA:

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

Name of Bidder: _____

Project Owner Project Location Completion Date

Additional Data: _____

The undersigned bidder agrees to enter into a contract within ten (10) days after acceptance of this bid, and further agrees to complete all work covered by the foregoing proposal in accordance with specified requirements. The proposed work will commence as soon as possible after the contract is signed and the required insurance is approved with completion of the total contract to be no later than **November 30, 2013 unless "weather circumstances" prohibit working conditions.**

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 the passage of thirty (30) days from bid opening.

The undersigned bidder hereby certifies (a) that this bid is genuine and is not made in the interest of or on the behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, (b) that he/she has not directly or indirectly induced or solicited any person, firm or corporation to refrain from bidding, (c) that he/she has not sought, by collusion or otherwise, to obtain for himself/herself an advantage over any other bidder or over the City of Grand Island, and (d) that he/she has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

Dated _____

Signature of Bidder:

If an Individual: _____ doing business

as _____

If a Partnership: _____

by _____, member of firm.

If a Corporation: _____

by _____ (Seal)

Title _____

Business Address of Bidder _____

Telephone number of Bidder _____ Fax number of Bidder _____

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between _____ hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for **Furnishing and Installation of Irrigation System for the Jackrabbit Run Golf Course;** 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/herself or themselves, and its, his/her, or their successors, as follows:

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

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of _____ Dollars \$ _____ for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product for **Furnishing and Installation of Irrigation System for the Jackrabbit Run Golf Course.**

CONTRACT AGREEMENT (Continued)

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required insurance and bonds are approved and that the Contractor shall complete the work on or before **November 30, 2013 unless "weather circumstances" prohibit working conditions for furnishing and installation of Irrigation System.** It is understood and agreed that time is the essence of the contract.

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.

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.

Contractor _____

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____

Mayor

Date _____

Attest: _____

City Clerk

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

Attorney for the City

Date _____



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

**FORM
17**

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

Identify Project

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

**sign
here** ▶

Authorized Signature of Governmental Unit or Exempt Organization

Title

Date

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

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

**sign
here** ▶

Signature of Prime Contractor or Authorized Representative

Title

Date

INSTRUCTIONS

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

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

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



Nebraska Resale or Exempt Sale Certificate

FORM
13

• Read instructions on reverse side/see note below

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

Check Type of Certificate

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

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

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

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

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

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

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number State

SECTION B—Nebraska Exempt Sale Certificate

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

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

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

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

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

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

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

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

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

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

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

sign here ▶

Authorized Signature

Title

Date

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

Incomplete certificates cannot be accepted.

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

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.**

Finest Irrigation Consulting, LLC

Minimum Bid Specifications

I. General Conditions

The installation of the Irrigation System will have an Owner's Representative.

Owner's Representative:

Doug Sweeny
Jack Rabbit Run Golf Course
2800 N Shady Bend Rd.
Grand Island, NE 68801
Phone: 308-385-5342

Irrigation Consultant:

Daryl Finestead
Finest Irrigation Consulting, LLC
555 3rd Street
Minburn, Iowa 50167
Phone: 515-249-1271

The objective of these specifications is to remove existing irrigation heads and swing joints. Replace the irrigation heads with new Rain Bird/ Toro VIH heads or equal and new swing joints and provide an assembled and installed two-wire Rain Bird/Toro central control system or equal and all associated equipment for the proper operation of an automatic sprinkler system. Make new lateral piping connections to existing system at 8 locations located on the hydraulic print. This system, when finished, will efficiently and effectively operate. Said system shall prove to be satisfactory in all aspects to the Owner and Owner's Representative and Irrigation Consultant. These specifications are to be followed with due perseverance in all respects. The diagrammatic Plans and Specifications contain a design build element and are intended to include everything obviously requested and necessary to do the proper installation of the work, whether each necessary item is mentioned herein or not, unless otherwise specified the contractor is expected to provide for the same.

Irrigation Plans with Specifications are intended to work together and any item or feature called for in one and not the other shall be as binding as if called for in both. If a discrepancy exists between an item called for in the Plan and the Specifications, the Plan takes precedence or the contractor can assume the more stringent as it applies to the best method of operation and installation. All work specified herein or called for on the drawings shall comply in accordance with all governing ordinances, laws and regulations that apply to the project. If the contractor performs any work contrary to such codes, laws or regulations, they shall assume full responsibility and bear all costs necessary to correct the work, at no additional cost to the Owner or the Owner's Representative.

Bidders must study and compare the Drawings and Project Documents and shall be responsible for discovering and reporting to the Irrigation Consultant any error, omission, inconsistency or other defect that should be apparent to a reasonable prudent Contractor. The Irrigation Consultant will interpret, correct or otherwise clarify the Project Documents as necessary, and will make any interpretation, correction or clarification in writing and issue it an addendum to all Bidders.

Any work undertaken by the Contractor containing possible errors or conflict without or before a written interpretation or instruction by the Owner's Representative and Irrigation Consultant is done so at the Bidders own risk.

The successful Contractor will be required to install the irrigation system under the following requirements:

1. All open trenches and excavations must be marked and protected on a daily basis. Protection will include barriers and plywood covers over excavations and other necessary procedures to protect the public and other Contractors from the danger of construction activities.
2. The entire site must be left in a clean and safe condition at the end of each workday. "Clean and safe" will be at the discretion of the Owner's Representative and the Irrigation Consultant. The Contractor shall appoint a supervisor who shall be responsible for all safety measures, as well as for compliance with all applicable governmental laws, ordinances, rules and regulations such as, for example, "OSHA" and "Right to Know" legislation and all city, county and state codes.
3. The order of work will be as agreed upon with the Irrigation Consultant and Owner's Representative. The resulting agreement shall become the basis for the irrigation part of the master project schedule.
4. Contractor shall keep the existing system up and operating each night to water the entire golf course (as required by Owner) and Contractor shall coordinate with Owner's Representative each day as to the status of the existing irrigation system. System maybe shut down for more than a day if approved by Owner's Representative.

The omission of any material from this Specification is not to be interpreted to the effect that omitted material will not be furnished by the Contractor. All material and labor, unless specifically indicated as being furnished by others, must be furnished and installed by the Contractor under the signed agreement.

Routing of the pipe and cable are diagrammatic and the Contractor will be expected to make field adjustments. The Owner reserves the right to make pipe and/or cable routing changes from those shown in the plans in cases, but not limited to; where ledge, boulders or other obstacles impede the path. Minor changes of this nature shall not affect the cost or time limits of the work. Valve boxes should be as indicated on the drawings. Communication cable shall not be run through bunkers or on greens. No valve boxes shall be located in the walking path to or from the green.

Rock, shale, stones, organic matter or trash not suitable for use as backfill shall be dug and hauled to an accessible dumpsite on the property. Topsoil is required for backfill material. The Contractor shall be responsible calling in all locates and will be responsible for all damage to underground utilities of which they are aware, including, but not limited to; gas, water, electricity, cable, telephone, under-drains and drain tiles. Coordinate with the Owner's Representative and responsible utility marking firms the locations of existing underground utilities and drains.

The Contractor shall not assign or subcontract any part of the work without the expressed written approval of the Owner prior to the start of said work to be subcontracted. Acceptance of a subcontractor does not relieve the Contractor of his responsibilities under the agreement.

The Contractor shall maintain a minimum of one 40-foot storage trailer on site for storage of materials other than piping. Location of trailer(s) shall be at the staging area. The Contractor shall be solely responsible for meeting deliveries and they're off-loading. The Owner shall not be responsible for inventorying or off-loading any materials to be used in the irrigation system.

III. Project Close-out

3.1 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following:

1. Remove temporary facilities from the site.
2. Complete final cleaning requirements as described below in this Section.
3. If 100 percent (100%) completion cannot be shown, prepare a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

B. Inspection Procedures: On receipt of a request for inspection, the Irrigation Consultant will either proceed with inspection or advise the Contractor of unfulfilled requirements. The Irrigation Consultant will either prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of work that must be completed or corrected before the certificate will be issued.

1. If Irrigation Consultant indicates items to be completed before the Certificate of Substantial Completion can be issued, then the Irrigation Consultant will repeat inspection when requested and assured that the Work has been substantially completed. Total cost of re-inspections will be borne by the Contractor.

2. Results of the completed inspection will form the basis of requirements for final acceptance.

C. In accordance with any pertinent section under separate cover.

3.2 FINAL ACCEPTANCE

A. Re-inspection Procedure: The Irrigation Consultant will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed.

B. Upon completion of re-inspection, the Irrigation Consultant will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance. If necessary, re-inspection will be repeated. Total cost of re-inspection will be borne by the Contractor.

C. In accordance with any pertinent section under separate cover.

3.3 FINAL PAYMENT REQUEST

A. Submit the final payment request with supporting documentation for final payment.

B. Submit an updated final statement accounting for final additional changes to the Contract Sum.

C. Final payment will be made after Owner approval.

D. In accordance with any pertinent section under separate cover.

IV. Irrigation System Material

Part 1 - General

A: The only pipe and fittings that are part of this bid are what is highlighted on the hydraulic print. All other piping exists on the course.

4.1 Central Computer, software, and all surge protection **with 5 year service plan**
Toro Lynx LX-04-5-28 or Rain Bird Stratus II H93001G1 and with hybrid module.

4.2 Central Communication acceptable for this project are as follows:
Toro Gateway DEC-PCS-1600 or 3 Rain Bird LDI's H50220

4.3 Full Circle Sprinkler Heads will be the following **with 5 year warranty.**
Toro 855S-46-568DL and 855S-46-558DL or Rain Bird AT900E-8056, AT900E-8048, and AT900E-8060

4.4 Part Circle Sprinkler Heads will be the following **with 5 year warranty.**
Toro 855S-46-56DL and 855S46-558DL or Rain Bird AT950E-8028 and Rain Bird AT950E-80

4.5 Swing Joints will be the following **with 5 year warranty.**
Toro TSJ15M-12-3-15A and TSJ15M-18-3-15M or Rain Bird SJ1215013 and SJ1815013

4.6 Decoders for this project are as follows:
Toro CDS-DEC-01 or Rain Bird FD-101

4.7 In field surge protection for this projects are as follows:
Toro DEC-SG-LINE or Rain Bird LSP-1

4.8 Valve Boxes
Line surge protectors to be in either Ametek 182101 6" econo box or if with decoder fuse a Ametek 181015 10" Round Valve box.

4.9 Central Valve Box
Wire spices and grounding outside of office will be Ametek 190106 Jumbo Standard Rec.

4.10 Fittings used for Mainline connections to laterals will be ductile iron as manufactured from HARCO, Harrington Corporation.

V: Electrical Material

5.1 Wire Spices
3M DBR/Y6 as manufactured by 3M.

5.2 In field Line surge protection grounding:
One 4" x 36" copper plate as manufacturer by Regency

5.3 Central Grounding
Use 2, 4" x 96" grounding plates and one 5/8" ground rod x 8' as manufactured by Regency Wire

5.4 Communication Wire:
Either Toro 14 gauge 1402GDC decoder wire in colors on the print or Rain Bird 14 gauge Maxi Wire in colors on print as manufactured by Regency.