DOUGLAS COUNTY

PURCHASING DEPARTMENT
1819 FARNAM STREET
902 CIVIC CENTER
OMAHA, NE 68183-0902
PHONE (402) 444-4954 FAX (402) 444-4992

January 6, 2016

NOTICE TO BIDDERS:

REQUEST FOR BID ON
OPW 52049-A: Phase 1 – Saddle Creek Retention Treatment Basin Early Soils Removal

Bid Opening Date: Wednesday, January 13, 2016, at 11:00 a.m. CST

ADDENDUM NO. 1:

NOTICE TO PLAN HOLDERS:

Notice to Plan Holders: The following revisions to the contract documents, special provisions, and plans shall be acknowledged on Page P-1 of the bidder's proposal.

Contract Documents, Special Provisions, and Plans:

See attached forty-five (45) pages of clarifications and changes.

END OF ADDENDUM

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND RETURNING THIS ADDENDUM COVER SHEET WITH YOUR BID.

Eric J. Carlson – Purchasing Agent – City of Omaha/Douglas County Purchasing

Name of Firm

Signed By

Title

ADDENDUM NO. 1

DATE OF ISSUE **January 6, 2016**

DATE OF ADVERTISEMENT **December 16, 2015**

DATE OF BID OPENING **January 13, 2016**

PROJECT NO.

OPW 52049-A

Phase 1 – Saddle Creek Retention Treatment Basin Early Soils Removal

NOTICE TO PLAN HOLDERS:

The following revisions to the contract documents, special provisions, and plans shall be acknowledged on page P-1 of the bidder's proposal.

BID OPENING

CONTRACT DOCUMENTS, SPECIAL PROVISIONS, AND PLANS

1. **See attached.**

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT BY B. Decker for Project Engineer BY B. Decker for Environmental Services Manager

Phase 1 - Saddle Creek Retention Treatment Basin, Early Soils Removal

CLARIFICATIONS

Provided at the end of this Addendum, and after all Addendum Attachments, is the following supplemental information:

- **Bidder's Questions & Answers**
- **Pre-Bid Meeting Summary with Agenda, Sign-In Sheet, and SEB Potential Work Areas Handout**

ADDENDUM NO. 1

DATE OF ISSUE:	**January 6, 2016**
DATE OF ADVERTISEMENT:	**December 16, 2015**
DATE OF BID OPENING:	**January 13, 2016**
PROJECT NO.:	**OPW 52049A**

NOTICE TO PLAN HOLDERS:

The following revisions to the specifications and plans shall be acknowledged on page 00 301-1 of the Bidder's proposal.

I. SPECIFICATIONS - BIDDING REQUIREMENTS

A. **Section 00 301**: The bid item numbering has changed on the Bid Form and Exhibit "D" has been deleted. Delete Section 00 301 and replace with the new Section 00 301 included as Attachment 1.

B. **Section 00 020:** With regards to TYPE OF BID, add the following text "Bid for each respective bid item shall be on a unit price basis, except as noted otherwise." at line 26 of Page 00 020-01.

C. **Section 00 100**: Delete "Article 11.1 List Subcontractors in Bid" in its entirety.

II. SPECIFICATIONS - CONTRACTING REQUIREMENTS

A. **Section 00 805**: Delete the sentences listed on lines 1 through 7 of Page 00 805-7 that refer to a requirement in SC-6.06 to include a Designation of Subcontractors Form with the Bid. This requirement has been removed from the contract.

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT BY _____ BY _____

Project Engineer

City Engineer
Environmental Services

III. SPECIFICATIONS - GENERAL REQUIREMENTS

A. **Section 01 060:** Delete from Section 1.1, A, 1.the text "c. ENGINEER's Field Office"

B. **Section 01 065:** The bid item numbering has changed. Delete the entire Section 01 065 and replace with the new Section 01 065 included as Attachment 2.

IV. TECHNICAL SPECIFICATIONS

A. **Section 02 5000:** Add to the end of Section 3.2, B, 1. on Page 02 5000-4 the following sentence: "The request will include a placement plan that shows the location and type of cover such as pavement, a minimum of 2-ft of clean fill, building slab or other means acceptable to the City that will be used to permanently encapsulate the material."

V. PLANS

A. **Sheet C-2**: *Delete the Note "CONTRACTOR TO PLACE APPROXIMATELY 17,000 C.Y. OF SOILS FROM EXISTING LANDFILL ON NORTH SIDE OF CSO 205 CHANNEL, UP TO ELEVATION 1024', CONTRACTOR TO MAINTAIN POSITIVE DRAINAGE" and replace with "CONTRACTOR TO EXCAVATE APPROXIMATELY* ***5,000*** *CY OF SOIL FROM EXISTING LANDFILL AND PLACE ON NORTH SIDE OF CSO 205 CHANNEL, UP TO ELEVATION 1024', CONTRACTOR TO MAINTAIN POSITIVE DRAINAGE."*

ATTACHMENTS

Attachment 1: 00 301 Bid Form (14 pages)
Attachment 2: 01 065 Measurement and Payment (9 pages)

END OF ADDENDUM

ATTACHMENT 1
Section 00 301 Bid Form

SECTION 00 301
BID FORM

PROJECT IDENTIFICATION: City of Omaha Public Works Department OPW 52049A (CSO) Phase 1 - Saddle Creek Retention Treatment Basin, Early Soils Removal.

THIS BID IS SUBMITTED TO: City of Omaha, Nebraska, Omaha/Douglas Civic Center, 1819 Farnam Street, Omaha, Nebraska, 68183, herein after referred to as OWNER.

1. Enter Into Agreement

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER Acknowledgements

BIDDER accepts all of the terms and conditions of the INVITATION TO BID and INSTRUCTIONS TO BIDDERS, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance until the City Council awards the Contract to the Successful BIDDER. Successful BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Documents within 10 days after the date of OWNER's Notice of Award.

3. BIDDER's Representations

In submitting this Bid, BIDDER represents that:

a. BIDDER has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged: (List Addenda by Number)

ADDENDA NO.
_____
_____
_____

b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

c. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

d. BIDDER has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02A of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in the Supplementary Conditions.

e. BIDDER accepts the determination set forth in Paragraphs SC-4.02 and 4.06 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in Paragraphs 4.02 and 4.06 of the General Conditions.

f. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes.

g. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the site.

h. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all reasonable additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto.

BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Bidding Documents.

i. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Bidding Documents.

j. BIDDER has correlated the information known to BIDDER, information commonly known to CONTRACTORS doing business in the locality of the Site, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

k. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies in the Bidding Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

l. Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Bidding Documents and/or other related documents, and where said conflicts, etc., have

not been resolved through the interpretations or clarifications by OWNER as described in the INSTRUCTIONS TO BIDDERS, because of insufficient time or otherwise, BIDDER has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

4. BIDDER's Certification

a. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

b. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid.

c. BIDDER has not solicited or induced any individual or entity to refrain from bidding.

d. BIDDER has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

(1) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

(2) "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of OWNER. (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition.

(3) "collusive practice" means a scheme or arrangement between two (2) or more BIDDERS, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels.

(4) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

e. BIDDER has completed and attached the following:

(1) Exhibit "A" - Small & Emerging Small Business Program Participation Disclosure Form.
(2) Exhibit "B" - Certificate of Compliance Form.
(3) Exhibit "C" - Responsible Contractor Compliance Form (RC-1).
(4) A copy of the BIDDER's Economic Inclusion Plan (A copy of the Economic Inclusion Plan template for Contractors to follow is included at the end of this specification)

5. Bid Prices

BIDDER will complete the Work in accordance with the Contract Documents for the following prices(s) :

Bid Item No.		Description	Units	Quantity	Unit Price	Amount
1	0101.000	Install Silt Fence	LF	3,000	$_____/LF	$_____
2	0101.030	Install Grate Inlet Protections	EA	4	$_____/EA	$_____
3	0101.040	Construction Entrance With Rumble Strip	EA	2	$_____/EA	$_____
4	0102.000	Clearing and Grubbing - General	AC	8	$_____/AC	$_____
5	0105.165	Remove Integral Curb	LF	90	$_____/LF	$_____
6	0201.000	Excavation On-Site	CY	5,000	$_____/CY	$_____
7	0201.100	Excavation Haul-Off Landfill	CY	45,500	$_____/CY	$_____
8	8000.008	Embankment On-Site	CY	5,000	$_____/CY	$_____
9	0501.003	Construct 9-inch Concrete Pavement Type L65	SY	160	$_____/SY	$_____
10	0702.760	Adjust Manhole to Grade	VF	35	$_____/VF	$_____
11	0803.000	Rolled Erosion Control, Type 1	SY	38,720	$_____/SY	$_____
12	9000.000	Construction Entrance Signage	EA	5	$_____/EA	$_____
13	8000.036	SWPPP Notification Sign	EA	1	$_____/EA	$_____
14	8000.038	CSO Notification Sign	EA	1	$_____/EA	$_____
15	9000.001	Construct Construction Security Fence	LF	700	$_____/LF	$_____
16	9000.002	Excavation and Hauling of Recycled Material and Alternative Disposal	CY	19,500	$_____/CY	$_____
17	9000.003	Temporary Seed Mix	AC	8	$_____/AC	$_____
18	9000.004	Traffic Control – Warning & Barricading	DAY	152	$_____/DAY	$_____
19	8000.001	Mobilization	LS	1	$_____/LS	$_____
20	8000.002	SWPPP Allowance	LS	1	$50,000	$50,000
21	8000.003	Environmental Allowance	LS	1	$200,000	$200,000
	Total Bid Price (Sum of Item Nos. 1-0101.00 through 21-8000.003)					$_____

6. Time of Completion

BIDDER agrees that the Work will be substantially completed and ready for final payment in accordance with Paragraph 14.07B of the General Conditions on or before the dates or within the number of calendar days indicated in the AGREEMENT.

BIDDER accepts the provisions of the AGREEMENT as to liquidated damages in the event of failure to complete the Work within the times specified in the AGREEMENT.

7. Attached to This Bid

The following documents are to be completed and attached to and made a condition of this Bid:

a. Required Bid Security in the form of _____.

b. Exhibit "A" - Small & Emerging Small Business Program Participation Disclosure Form.

c. Exhibit "B" - Certificate of Compliance Form.

d. Exhibit "C" - Responsible Contractor Compliance Form (RC-1).

e. A copy of the BIDDER's Economic Inclusion Plan

8. Address for Communications

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below:

_____

_____

9. Defined Terms

Terms used in this Bid which are defined in the General Conditions or INSTRUCTIONS TO BIDDERS will have the meanings indicated in the General Conditions or INSTRUCTIONS TO BIDDERS.

10. Bid Submittal

This Bid is submitted on _____, 20_____ by the entity named below.

If BIDDER is:

An Individual

By_____(SEAL)
(Individual's name)

doing business as _____
Business address: _____

A Partnership

By_____(SEAL)
(Firm name)
_____
(General partner)
Business address: _____

A Corporation

By_____(SEAL)
(Corporation name)
_____
(State of incorporation)
By_____(SEAL)
(Name of person authorized to sign)
_____
(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____
_____

A Joint Venture

By_____(SEAL)
(Name)
_____
(Address)

By_____(SEAL)
(Name)

_____
(Address)

_____

NOTE: Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

END OF SECTION

Exhibit A

City of Omaha Small & Emerging Small Business Program Participation Disclosure Form

City Of Omaha Small & Emerging Small Business Program

Participation Disclosure Form

THIS FORM MUST BE SUBMITTED WITH THE BID

NOTICE: This form must be submitted by the General Contractor/Lead Consultant at the time of bid/agreement submission, designating all companies utilized to complete the scopes of work designated as reserved for Program Participants on the Participation Utilization Form attached to the project documentation. The General Contractor/Lead Consultant may utilize SEB Program Participants for additional scopes of work not specified on the Participation Utilization Form, but they may not be substituted for scopes specifically identified by the City on the Participation Utilization Form. Should the below listed SEB Program Participant be determined to be unable to perform successfully or is not performing satisfactorily, the General Contractor/Lead Consultant shall obtain written approval from the Public Works Director or a designee **before** dismissal/substitution of the Participant. By submitting this form, the General Contractor/Lead Consultant is certifying that it has afforded any/all applicable program participants the opportunity to submit bids/proposals on this project.

Identified Scope	Full Name of Participant	Projected Start / Completion Date	Agreed Price	Percentage of Total Contract
			TOTAL:	

CERTIFICATION:

The undersigned certifies that he/she has read, understands, and agrees to be bound by small and/or emerging small business participation utilization requirements, and the other terms and conditions of the Invitation for Bids/Request for Proposals. The undersigned further certifies that he/she is legally authorized to make the statements and representations as to the Participation Utilization requirements and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the Participating Companies listed in the above disclosure at the price(s) set forth in this disclosure, conditioned upon execution of a contract/agreement by the undersigned company with the City of Omaha. The undersigned agrees that if any of the representations made regarding utilization of small and/or emerging small business by the General Contractor/Lead Consultant, knowing them to be false, or if there is a failure by the undersigned company to implement the stated agreements, intentions, objectives, goals, and comments set forth herein without prior approval of the Public Works Director or designee, such action shall constitute a material breach of the contract, entitling the City of Omaha to reject the bid/proposal or to terminate the Contract/Agreement for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights or remedies the City of Omaha may have for other defaults under the Contract/Agreement, under City of Omaha's Contract Compliance Ordinance or otherwise.

Signed this _____ day of _____ in the year _____

Signature: _____ Title: _____ Printed Name: _____

Firm or Corporate Name: _____

Address: _____ Telephone No.: _____

EXHIBIT "B"

"CERTIFICATE OF COMPLIANCE"

A Corporate Contractor, in submitting this Proposal, hereby represents that the Corporation has complied with all Nebraska Statutory requirements, which are prerequisite to its being qualified to do business in the State of Nebraska, or that it will take all steps necessary to so qualify, if the successful bidder.

_____
Name of Corporation

_____
Officer

_____
Title

_____
Nebraska Resident Agent

If Foreign Corporation:

EXHIBIT "C"

Responsible Contractor Compliance Form RC-1

1. Regulations:

A. Article IV, Division I of Chapter 10 of the Omaha Municipal Code thereon require:

1. That all contractors who submit a bid to City of Omaha shall designate a representative who on behalf of the Contractor, shall fill out completely a Responsible Contractor Compliance Form (RC-1). An incomplete or unsigned RC-1 form will make your bid null and void.

2. Filing this Report (please initial in the boxes below):

☐ Contractor agrees that Contractor will not knowingly employ or hire an employee not lawfully authorized to perform employment in the United States and that the Contractor and all sub-contractors shall use E-Verify to determine work eligibility.

☐ Contractor agrees that Contractor will not knowingly violate Nebraska's Misclassification of Employee law (Neb. Rev. Stat. Section 48-2901 et seq.).

☐ Contractor agrees that Contractor will not knowingly violate Nebraska's Fair Labor Standards Law (Neb. Rev. Stat. Section 73-104 et seq.).

☐ Contractor has not been convicted of any tax violations (local, State and Federal) within the last three years from the date this bid is submitted.

☐ Contractor has not, upon final determination by the Occupational Safety and Health Administration, been convicted of a criminal, repeat, or willful violation of the Occupational Safety and Health Act (OSHA) or been convicted of 3 (three) separate "serious" OSHA violations within the past three (3) years.

☐ Contractor agrees to make a good faith effort to ensure all subcontractors employed on this project comply with the provisions of the Responsible Contractor Compliance Form RC-1.

_____ _____

Signature Date

By signing, I verify on behalf of the Contractor that the information above is true and correct. Filing false information carries a penalty of up to a $500 fine or six months in jail. In addition, the contractor and sub-contractors can be subject to immediate disqualification and prohibited from any future City of Omaha contract for a period of 10 years.

Economic Inclusion Plan Template

(Contractor)

DATE:

COMPANY NAME:

CITY PROJECT NUMBER:

CITY OF OMAHA'S STRATEGIC PLAN ECONOMIC INCLUSION OUTLINE VISION

To create a culture of economic inclusivity in the City of Omaha that maximizes development in disadvantaged areas, to enhance job growth, to expand business capacity, to build collaborative community partnerships, and to sustain long-term success for community stakeholders.

1. Definitions

   Economic Inclusion – is the strategy of maximizing opportunities for all individuals including those who might otherwise be excluded or marginalized within a community

2. Instructions

   The following addresses the Contractor's plan to collaborate and partner with the City of Omaha and implement the spirit of the City's Economic Inclusion initiative on this project. For each element of this plan, provide your company's strategy expressed in quantifiable terms with metrics for monitoring compliance.

   A. Subcontract

   i. This City of Omaha has an overall goal of achieving 14% certified Small and Emerging Business (SEB) participation in its contracts and procurements. In this section, describe how your company will participate in helping the City achieve this goal beyond the minimum required participation reserve on this project.
   ii. Describe in detail, what your company will do to unbundle traditional scopes of work to create more feasible opportunities for SEB and socially and economically disadvantaged businesses.
   iii. Describe in detail, your community engagement and outreach to promote and educate businesses on upcoming subcontracting opportunities and how to do business with your company.
   iv. Describe in detail, your company's plan to assist the City in encouraging socially and economically disadvantaged businesses to certify with the City's SEB Program.

B. Workforce Development:

i. Contractor shall describe how job openings will be published, where and frequency.
ii. Contractor shall provide a detailed description of your organization's approach to increasing employment of individuals from high poverty census tracts in Omaha, NE, and from typically socially and economically disadvantaged population groups on this project, and within your organization.
iii. Contractor shall collaborate with Heartland Workforce Solutions and/or list all other workforce development organizations it will collaborate with to education and /or train persons about upcoming job qualifications, with a focus on increasing diversity and economic opportunities.

C. Youth:

With the objective to stimulate and maintain youth interest, provide a list of applicable industry activities that your company commits to sponsor for youth engagement. Provide your estimated timeline for completion.

D. Other:

Contractor may add additional items your company will conduct to enhance inclusivity for this specific contract.

3. Administration

For the administration of the Economic Inclusion Plan, a designated Plan Administrator should be noted here. This person is one that has the qualifications, capacity, and authority within your company to address deficiencies, make changes, train contractor's staff and subcontractors on the components of the Plan, and any other requirements necessary to fully administer the plan according to the specific benchmarks submitted within the plan and the responsibilities listed below.

The Contractor's Economic Inclusion Plan Administrator is _____, their specific responsibilities include:

a. Monitor goals outlined in this plan and report progress
b. Assuring SEB and socially and economically disadvantaged businesses have an equitable opportunity to compete for subcontracts
c. Coordinating participating in outreach conferences, trade fairs and training sessions to the SEB and socially and economically disadvantaged business community with City's Public Works Department and CSO's Program Management Team.
d. Collaborate with organizations that assist and train in the area of workforce development and business advocacy.
e. Participating in early procurement planning to ensure that equitable opportunities are identified for SEB and socially and economically disadvantaged businesses.

4. Deliverables:

Contractor shall provide compliance data/reports with each invoice providing performance status against each stated goal. If Contractor is not meeting any stated goal; as outlined in this Economic Inclusion Plan; the Contractor shall provide a Corrective Action Plan, outlining their strategy to meet the goal(s).

Name **Economic Inclusion Plan Administrator**	**Date**
Name **Project Manager**	**Date**

ATTACHMENT 2
Section 01 065 Measurement and Payment

SECTION 01 065
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

A. This Section Includes:
   1. Measurement and payment criteria applicable to portions of the Work performed.
   2. Defect assessment and non-payment for rejected Work.

B. General Provisions:
   1. The total Bid Price shall cover all Work required by the Contract Documents.
      a. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; furnishing all bonds, insurance, permits, and submittals; providing all mobilization, construction plant, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid.
      b. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of CONTRACTOR and all costs in connection therewith shall be included in the prices bid.
   2. Unless otherwise authorized by the ENGINEER and Resident Project Representative (RPR), all public or private property, utilities, structures, or other features regardless of location or character, removed or damaged by construction operations, whether by CONTACTOR or his subcontractors, and whether within or outside the construction limits, easements, and rights-of-way, shall be restored as a subsidiary obligation of CONTRACTOR, and no direct payment shall be made therefore.

C. Authority:
   1. CONTRACTOR shall be responsible for determination of quantities and Work completed to date for preparation of Applications for Payment in accordance with GC 14.02.A.1.
   2. ENGINEER and RPR are responsible for review of CONTRACTOR submitted quantities and Work completed to date.

1.2 DETAIL

A. Adjustment of Unit Quantities Specified:
   1. See General Condition Article 11.03.
   2. If requested by ENGINEER and RPR, CONTRACTOR shall provide additional cost breakdowns for items beyond that shown in the Bid Form.

B. Schedule of Values:
   1. Schedule of Values:
      a. The cost of various materials shall be furnished upon request of the ENGINEER, and such data will then be used as a basis for making progress estimates.
      b. Breakdown costs (labor and materials), itemized by Specification Section and trade, and distribute cost to individual applicable units and structures.
      c. Where structures, units, equipment or other components are identified by a specific series or, identification number, utilize said designation throughout cost

breakdown.

d. Provide detailed breakdown for individual yard piping or conduit runs and identify approximate quantities involved to satisfaction of the ENGINEER.
e. Provide separate breakdown for change order items requested.
f. Provide an additional breakdown sheet, equivalent to EJCDC document C620, Page 3 of 3, showing the tabulation format for stored materials.
g. Submit this sheet each month with CONTRACTOR's pay request breakdown.
h. The detail and format of cost breakdown and stored materials tabulation sheet shall be fully approved by ENGINEER.

2. A reasonable allocation of the Contract Price to the component parts of the Work will be approved if component parts of the Work have values assigned to them that are well-balanced with respect to relative values for similar work established by published estimating guides.
   a. Unless otherwise agreed to at the Preconstruction Conference, Means Estimator Guide or other similar nationally recognized estimating guide shall be used for resolving differences between ENGINEER's and CONTRACTOR's opinions of allocation of values.
   b. Consent of Surety: If CONTRACTOR and ENGINEER cannot mutually agree on a Schedule of Values, ENGINEER will approve a Schedule of Values approved by the Surety providing the Performance Bond.
   c. CONTRACTOR's costs shall not govern the allocation of values when application of CONTRACTOR's costs to a component part of the Work results in any other component part or combination of component parts being under-valued in relation to conventional estimating guides.
3. Schedule of Values shall be agreed upon prior to first Application for Payment.

C. Payment:
1. The Total Contract Cost shall cover all Work required by the Contract Documents.
2. Payment Includes: Full compensation for all required labor, products, tools, equipment, transportation, services and incidentals, erection, application or installation of an item of Work, acceptance testing; clean-up and restoration; overhead and profit.
3. Progress payments for unit price pay items will be made for the actual quantities of work performed that comply with the Plans and Specifications. The Contractor will be paid based on an amount equal to the agreed quantity multiplied by the applicable unit price.
4. Progress payment for lump sum bid items will be based on an estimated percent complete of the various components of the lump sum item established by the Contractor's Schedule of Values and approved by the CM. The Contractor will make progress estimates and submit to the CM for review and approval.
5. Final payment for Work governed by unit prices will be made on the basis of the actual measurement and quantities accepted by the CM multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

D. Defect Assessment:
1. Replace the Work, or portions of the Work, not conforming to specified requirements.
2. If, in the opinion of the ENGINEER and RPR and OWNER, it is not practical to remove and replace the Work, the ENGINEER and RPR will direct one (1) of the following remedies:

a. The defective Work may remain, but the unit sum/price will be adjusted to a new sum/price at the discretion of the OWNER.
b. The defective Work will be partially repaired to the instructions of the ENGINEER and RPR, and the unit sum/price will be adjusted to a new sum/price at the discretion of the OWNER.

3. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.
4. The authority of the OWNER to assess the defect and identify payment adjustment is final.

E. Non-Payment for Rejected Products:
1. Payment will not be made for any of the following:
a. Products wasted or disposed of in a manner that is not acceptable.
b. Products determine as unacceptable before or after placement.
c. Products not completely unloaded from the transporting vehicle.
d. Products placed beyond the lines and levels of the Work.
e. Products remaining on hand after completion of the Work.
f. Loading, hauling, and disposing of rejected Products.

1.3 BID ITEM DESCRIPTIONS

A. The unit prices shall encompass all work required to complete the Work in accordance with the Drawings and Specifications and the limits on quantities of certain items of Work as follows:
1. Item 1- 0101.000 - Install Silt Fence
a. Payment for this item shall be made on the basis of the unit price bid for installation of the silt fence. Payment for this item shall be made on the basis of per linear foot measurement along the horizontal centerline of the installed silt fence. The unit price shall include all labor, materials, equipment and incidentals required to install the Silt Fence. Costs for maintaining the Silt Fence after initial installation are covered under SWPPP Maintenance Allowance. The unit price shall include all labor, materials, equipment and incidentals required to install the Silt Fence. Costs for maintaining the Silt Fence after initial installation are covered under SWPPP Maintenance Allowance.
2. Item 2- 0101.030 - Install Grate Inlet Protection
a. Payment for this item shall be made on the basis of the unit price bid for installation of Grate Inlet Protection. Payment for this item shall be made on the basis of each installed. The unit price shall include all labor, materials, equipment and incidentals required to install the Grate Inlet Protection. Costs for maintaining the Grate Inlet Protection after initial installation are covered under SWPPP Maintenance Allowance.
3. Item 3- 0101.040 - Construction Entrance with Double Rumble Strip
a. Payment for this item shall be made on the basis of the unit price bid for installation of Construction Entrance with Double Rumble Strip. Payment for this item shall be made on the basis of each installed. The unit price shall include all labor, materials, equipment and incidentals required to install the Construction Entrance with Double Rumble Strips as detailed in the plans. Costs for maintaining the Construction Entrance with Double Rumble strips after initial installation shall be considered subsidiary to the bid item.

4. Item 4- 0102.000 - Clearing and Grubbing - General
   a. Payment for this item shall be made on the basis of the lump sum price bid. The lump sum price bid for clearing and grubbing shall include all costs incurred for completing the clearing, grubbing and tree removal work, including clear, remove and dispose of all debris and vegetation such as stumps, trees, logs, roots, shrubs, vines, grass and weeds, trimming, pruning, repair, and replacement of trees and plants; stripping and stockpiling topsoil; and all other work required to complete the clearing and grubbing which is not included under another bid item.
5. Item 5- 0105.165 - Remove Integral Curb
   a. Payment for this item shall be made on the basis of the unit price for removal of curb and gutter. Payment for this item shall be made on the basis of per linear foot measurement along the back of the curb to be removed. The unit price shall include all labor, materials, equipment and incidentals required to full depth saw cut the curb as marked in the field by the RPR and to remove the curb.
6. Item 6- 0201.000 - Excavation On-Site
   a. Payment for this item shall be made on the basis of the unit price for Excavation On-Site. Payment for this item shall be made in Cubic Yards excavated. The unit price shall include all labor, materials, equipment and incidentals required to excavate and transport the material to the embankment location.
7. Item 7- 0201.100 - Excavation Haul-Off Landfill
   a. Payment for this item shall be made on the basis of the unit price for Excavation Haul-Off Landfill. Payment for this item shall be made in Cubic Yards excavated. The unit price shall include all labor, materials, equipment and incidentals required to excavate, transport and dispost of the material at a certified C&D Landfill.
8. Item 8- 8000.008 - Embankment On-Site
   a. Payment for this item shall be made on the basis of the unit price for Embankment on-Site. Payment for this item shall be made in Cubic Yards placed. The unit price shall include all labor, materials, equipment and incidentals required to place and compact the embankment.
9. Item 9- 0501.003 - Construct 9-inch Concrete Pavement Type L65
   a. Payment for this item shall be made on the basis of the unit price for Construct 9-inch Concrete Pavement Type L65. Payment for this item shall be made in Square Yards of pavement placed. The unit price shall include all labor, materials, equipment and incidentals required to place the concrete and compact the subgrade.
10. Item 10- 0702.760 – Adjust Manhole to Grade
    a. Payment for this item shall be made on the basis of unit price for Adjust Manhole to Grade. Payment for this item will be made in vertical feet of manhole risers placed. The unit price shall include all labor, materials equipment and incidentals required to raise existing manhole to finished grade.
11. Item 11- 0803.000 - Rolled Erosion Control, Type I
    a. Payment for this item shall be made on the basis of the unit price for Rolled Erosion Control Type I. Payment for this item shall be made in Square Yards of pavement placed. The unit price shall include all labor, materials, equipment and incidentals required to place the Rolled Erosion Control Type I material.
12. Item 12- 9000.000 - Construction Entrance Signage
    a. Payment for this item shall be made on the basis of the unit price bid for

installation of Construction Entrance Signage. Payment for this item shall be made on the basis of each installed. The unit price shall include all labor, materials, equipment, fabrication and incidentals required to make and install the signs as marked in the field by the RPR.

13. Item 13- 8000.036 - SWPPP Notification Sign
    a. Payment for this item shall be made on the basis of the unit price bid for installation of SWPPP Notification Sign. Payment for this item shall be made on the basis of each installed. The unit price shall include all labor, materials, equipment, fabrication and incidentals required to make and install the signs as marked in the field by the RPR.
14. Item 14- 8000.038 - CSO Notification Sign
    a. Payment for this item shall be made on the basis of the unit price bid for installation of CSO Notification Sign. Payment for this item shall be made on the basis of each installed. The unit price shall include all labor, materials, equipment, fabrication and incidentals required to make and install the signs as marked in the field by the RPR.
15. Item 15- 9000.001 - Construct Construction Security Fence
    a. Payment for this item shall be made on the basis of the unit price bid for installation of Construct Construction Security Fence. Payment for this item shall be made on the basis of per linear foot measurement along the horizontal centerline of the installed fence and the double leaf vehicle access gate. The unit price shall include all labor, materials, equipment and incidentals required to install the Construct Construction Security Fence.
16. Item 16- 9000.002 - Excavation and Hauling of Recycled Material and Alternative Disposal
    a. Payment for this item shall be made on the basis of the unit price for Excavation and Hauling of Recycled Material and Alternative Disposal. Payment for this item shall be made in Cubic Yards excavated. The unit price shall include all labor, materials, equipment and incidentals required to excavate, separate, transport and/or dispose of the material off the site.
17. Item 17- 9000.003 - Temporary Seed Mix
    a. Payment for this item shall be made on the basis of the unit price for Temporary Seed Mix. Payment for this item shall be made in Acres of seed placed. The unit price shall include all labor, materials, equipment and incidentals required to place the Temporary Seed Mix.
18. Item 18- 9000.004 - Traffic Control – Warning & Barricading
    a. Payment for this item shall be made on the basis of the unit price for Traffic Control – Warning &Barricading. Payment for this item shall be made in Calendar Days. The unit price shall include all labor, materials, equipment, maintenance and incidentals required to place and maintain the traffic control warning and barricades.
19. Item 19- 8000.001 - Mobilization:
    a. The CONTRACTOR shall be paid the Bid Item Price on the Bid Form as full compensation for all Work.
    b. Mobilization shall include the following principal items:
        1) Providing all required insurance certificates and bonds.
        2) Obtaining all required site permits, licenses, fees and certificates.
        3) Submittal, approval and initial implementation of CONTRACTOR's Environmental Protection Plan (EPP) required in Specification Section 01

560. Costs for maintaining the requirements of EPP after initial implementation are covered under SWPPP Maintenance or considered incidental to the Work.

4) Establishing field offices and furnishings as required by the Contract Documents.
5) Arranging for, preparing, and restoring Work staging areas.
6) Development of a detailed baseline construction schedule for review.
7) Submittal and acceptance by ENGINEER and RPR of submittal schedule.
8) Development of Schedule of Values as required by the Contract Documents.
9) Establish temporary construction utilities.
10) Field location of existing utilities, unless included as a specific line item.

c. Payment for mobilization shall be made over the first three (3) months of the Project and monthly payments will be based on the progress of providing all items defined above. The sum of the three (3) payments shall equal this line item cost.

d. The CONTRACTOR shall limit the value for "Mobilization to no more than five (5) percent of the Total Bid Price.

1) If the amount entered for Mobilization exceeds five (5) percent of the Total Bid Price, the Total Bid Price shall remain as is and the Bid Item amount shall be reduced to five (5) percent of the Total Bid Price.
2) The dollar amount above five (5) percent that is no longer included in the Mobilization bid item shall be added to existing Bid Items to be paid out over the course of the entire construction project. The reapportionment of the dollar amount to other line items will be as agreed to by the CONTRACTOR and ENGINEER.

1.5 SWPPP ALLOWANCE

A. This Section details specific elements included in the SWPPP allowance identified in the Proposal. The allowance shall be administered in accordance with the provisions of the General Conditions of the Contract and all Division 1 Sections.

B. Item 20- 8000.002 - Stormwater Pollution Prevention Plan (SWPPP) Maintenance Allowance:

1. The CONTRACTOR shall include in his bid the lump sum amount of $50,000 for the Stormwater Pollution Prevention Plan (SWPPP) Maintenance Allowance. The allowance provides for payment to the CONTRACTOR for proactive maintenance, repairs or replacement of SWPPP items listed below when repairs or replacements are proactively completed prior to a weekly inspection and when proper documentation of the damage and repair is provided to the ENGINEER. Proper documentation shall include before and after photographs and a brief description of the activity which would include BMP type, length or number, and maintenance or replacement or other documentation as agreed to by the ENGINEER. Payment for repair or replacement of SWPPP items listed below that are documented on the Environmental Field Log identified during a weekly inspection will not be paid for from the SWPPP Maintenance Allowance but considered incidental to the Work. Items identified on the Environmental Field Log after a rain event inspection will be paid by the SWPPP Maintenance Allowance, if in the ENGINEER's judgment, it is reasonable to assume the rain event caused the need for maintenance or replacement.

Damage to or removal of BMPs that the ENGINEER can reasonably assume was caused by the CONTRACTOR's negligence or for the CONTRACTOR's beneficial use, such as driving over silt fences or providing better temporary site access, will not be paid from the SWPPP Maintenance Allowance.

a. Maintenance or replacement of the BMPs and the associated unit costs covered by this pay item are as follows:
   1) Silt Fence:
      a) Maintenance $0.50/Linear ft.
      b) Replacement $3.00/Linear ft.
   2) Erosion Control Blanket:
      a) Replacement $5.00/Square Yard.
   3) Storm Drain Inlet Protection:
      a) Maintenance $18.50/each.
      b) Replacement $185.00/each.
   4) Maintenance, Repair and/or Replacement of safety fence used to protect trees, wetlands, or other designated areas.
      a) Maintenance $1.25/Linear ft.
      b) Replacement $7.00/Linear ft.
   5) Construction Entrance Maintenance:
      a) Additional rock to reduce track out $29.00/Ton.
   6) Temporary Seeding:
      a) Additional temporary seeding $0.40/Squared Yard.

2. The unit costs for the items shall include all necessary mobilization, labor, materials, excavation, equipment, and incidental work required to maintain or replace the BMPs listed. Additional BMPs shall be furnished as directed by the ENGINEER at an approved unit price. No additional costs will be considered for this portion of the Work. CONTRACTOR should consider any costs above those listed to be incidental to the Work.
3. Work on BMPs or other requirements included in Specification Section 01 560, Temporary Environmental Controls, or elsewhere in the Contract Documents not specifically defined in this Article of the Specifications are considered incidental to the Work.
4. The estimated cost for this portion of the Work covered by this line item is included in the bid form and will be used by the CONTRACTOR in the bid cost. If the CONTRACTOR's documented quantities exceed the allowance a change order will be developed for the additional Work using the unit costs listed previously.

1.6 ENVIRONMENTAL ALLOWANCE

A. This Section details specific elements included in the Environmental Allowance identified in the Proposal. The allowance shall be administered in accordance with the provisions of the General Conditions of the Contract and all Division 1 Sections.

B. Item 21- 8000.003 - Environmental Allowance:
   1. The CONTRACTOR shall include in his bid the lump sum amount of $200,000 for the Environmental Allowance. The Environmental Allowance can be used for unanticipated items but is for the sole use of the OWNER. Specific uses are defined below.
   2. If dewatering is required to perform the excavation work, the CONTRACTOR shall be paid for costs related to treatment of the contaminated groundwater prior to discharge using this allowance.

3. The CONTRACTOR shall be paid up to the Environmental Allowance Price on the Bid Form for documented changed conditions related to Wildlife Protection, Cultural & Historic finds, additional contaminated soil (not defined in the Limited Site Investigation report) encountered during execution of the Work not identified in the Contract Documents or project studies or reports noted in the Supplementary Conditions, and other environmental issues identified after the effective date of the Agreement. Cleanup of hazardous materials has separate requirements as stated below.
4. The Environmental Allowance will be used to pay for Wildlife Protection and Cultural & Historic finds caused by actions outside of the CONTRACTOR's control and follow the procedure included in the Specification Section 01 560, Temporary Environmental Controls. The ENGINEER will develop the Scope of Work with the help of others, as needed, and determine how the change will be properly documented.
5. For contaminated soil encountered, the quality of contaminated soil for disposal is defined by the following procedures and conditions:
    a. For purposes of this bid item, baseline conditions mean the assumed quality of the soil at the time of bidding. It is based on the presence and the concentrations of all the constituents in the soil that have been detected and reported in documents identified in Section 00 805, Supplementary Conditions.
6. The Environmental Allowance can be used for payment of dewatering treatment costs and testing costs upon documentation of the following :
    a. Documented costs for testing and treatment shall be included in the justification to access the allowance.
    b. Upon approval to access the allowance, the CONTRACTOR shall provide monthly reporting of flows and treatment costs to support payment from the allowance.
    c. Environmental Allowance shall not apply to dewatering flows that are subsequently classified as Hazardous Waste. Hazardous substances are defined under Nebraska Administrative Code (NAC) Title 126, Rules and Regulations Pertaining to Management of Waste, Chapter 1.21, current version. The OWNER will be responsible for extracting, treating, and disposal or other remediation of previously unknown hazardous waters. If requested by the OWNER, a separate Work Change Directive (WCD) or Change Proposal Request (CPR) will be developed to define the additional scope and costs to the CONTRACTOR to properly dispose of the dewatering flows classified as hazardous waste, if handled in accordance with Specification Section 01560, Temporary Environmental Controls, and subject to General Conditions Article 4.06.
7. Differing Conditions Associated with Soil Contamination:
    a. Should excavated materials be discovered on the sites that exhibit signs of contamination (e.g. unusual odors, visible staining, etc.) beyond that identified under the baseline conditions, additional analytical testing may need to be conducted as deemed appropriate by the OWNER. Sample collection and testing will be performed by the OWNER's Testing and Inspection Service Provider.
        1) The Environmental Allowance can only be used for payment of additional costs if the following conditions are met:
            b) For projects with contaminated soils slated for disposal in a landfill, CONTRACTOR shall submit the test results provided by the OWNER

to its selected Subtitle D landfill. If the landfill determines there is a surcharge for disposal of these materials, the Environmental Allowance may be accessed to pay the difference between the surcharge and the standard disposal fee. Since the CONTRACTOR will be paid for excavation and hauling costs under other line items, additional excavation and hauling costs would be paid only on areas outside of the limits of excavation to construct the Work as determined by the ENGINEER.

c) The CONTRACTOR shall provide documentation of the additional hauling costs and required surcharges monthly or on a frequency agreed to by the ENGINEER.

b. The Environmental Allowance shall not apply to excavated materials that are subsequently classified as Hazardous Waste. Hazardous substances are defined under Nebraska Administrative Code (NAC) Title 126, Rules and Regulations Pertaining to Management of Waste, Chapter 1.21, current version. The OWNER will be responsible for excavation, stockpiling, and disposal or other remediation of potential hazardous materials and may employ a third party to remediate the potential hazardous materials. If requested by the OWNER, a separate WCD or CPR will be developed to define the additional scope and costs to the CONTRACTOR if handled in accordance with Specification Section 01560, Temporary Environmental Controls, and subject to General Conditions Article 4.06.

8. Should the changed conditions testing, treatment, and surcharge costs exceed the Environmental Allowance provided; the additional cost and time adjustment will be handled under the changed conditions provisions found in Specification Section 00700, General Conditions, Article 4.03.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

END OF SECTION

CLARIFICATIONS
Bidder's Questions & Answers

CSO!
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Bidder's Questions and Answers
Phase 1 - Saddle Creek Retention Treatment Basin, Early Soils Removal
OPW 52049A

I. GENERAL

1. How was the 15% SEB participation percentage determined?*

   Refer to the SEB Potential Work Areas Handout provided in the attached Pre Bid Meeting Summary.

2. The purpose and value of Exhibit "D" is unclear. Can Exhibit "D" be deleted and replaced with a form that all subcontractors must meet the approval of the City of Omaha pre award?

   The purpose of this Exhibit is for the Bidder to identify significant Subcontractors at bid time. The form will be deleted. Refer to Addendum No. 1.

3. Can questions and answers be submitted and replied to confidentially?

   Relevant questions and answers provided from Bidders will be provided to all plan holders, with the exception of requests for locations of material disposal sites, which will be kept confidential.

4. Are CAD files available for contractor use in quantity take offs and work flows?

   CADD files can be made available after award of contract to the successful bidder for their use.

II. PLANS

5. On plan sheet C-2, the fill area north of the CSO 105 shows a note that reads " Contractor to place approximately 17,000 cy of soil from existing landfill on **north** side of CSO, should this note say **south** side?

   *The note should read "Contractor to excavate approximately **5,000** CY of soil from existing landfill and place on north side of CSO 205 Channel, up to elevation 1024', Contractor to maintain positive drainage". Refer to Addendum No. 1.*

   It should be noted that the existing grades on the north side of the CSO 205 channel have been affected by the recent UNO Arena construction. This area has not been surveyed but based on visual observations it appears that fill has been placed at this location. This is why the expected quantity of placement has been reduced to approximately 5,000 CY.

6. Additionally in our opinion, the related bid item(s) for this work are 201.000 and 201.300 and both are stated at 5,000 cy rather than the 17,000 cy shown on plan sheet C-2.

   5,000 CY is the correct quantity, Refer to Addendum No. 1.

7. Will the final elevation shown on plan sheet C-2 for the fill area north of the CSO 105 Channel be required?

   The embankment on the north side of the channel is being placed to prepare the Contractor staging area for the Phase 2 portion of this project and is required. However, as mentioned in response to Question 5, the existing grade elevation is expected to be higher than those shown on the plans in the area north of the channel.

8. The final excavation elevation in the landfill area is approximately 1017 – the street grade is approximately 1030 meaning the excavation will be approximately 13 feet below surrounding grade with a significant berm left in place. Has is it been considered that the follow on work in Phase II may be affected?

   Based on Sheet C-2., the existing street grades directly east of the site vary from approximately 1024 to 1026 ft. The intent of this project is to remove as much of the C&D landfill as possible. The Phase 2 Contractor will be responsible for further adjustments to the grading to accommodate their planned construction sequence.

9. *Will the City be providing all survey needed on the project – especially the initial layout?**

   Refer to Section 01 100 Summary of Work and Coordination, Item 1.1H Reference Points and Survey. Owner will provide initial control reference points for Contractor's use. Contractor will perform additional survey required to layout the work.

**Signifies questions asked during the Pre-Bid Meeting and not formally submitted in writing.*

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MEETING SUMMARY

OPW 52049A Saddle Creek RTB
Pre-Bid Meeting

Attendees: See Attached Sign-In Sheets
From: Dave White, Wade Trim
Date: December 22, 2015, 1:30 - 3:00 PM

A Pre-Bid Meeting with representatives from the City, Program Management Team (PMT), and Wade Trim (WT) was held on December 22, 2015. This meeting summary documents the major points of discussion.

1. **Introductions**
   Jake Hansen, City of Omaha, welcomed everyone to the meeting and introduced representatives from the City, Engineer and the Program Management Team (PMT). *A sign-in sheet for attendees is attached.*

2. **Bid Opening Date, Place and Time (Section 00020, Invitation To Bid)**
   Dave White confirmed the bid opening date and time. Bids will be received at: Omaha/Douglas Civic Center. See Section 00 020, Invitation to Bid, for further instructions.

3. **Interpretations (Section 00 100, Instructions to Bidders)**
   Dave White reviewed information pertaining to the Addenda referenced in Section 00 100, Instruction to Bidders. Questions should be addressed in writing to Jeff Ray and Dave White at Wade Trim.

4. **Bidding and Contracting Requirements**
   Heather Tippey Pierce reviewed the bidding and contracting requirements. The Bid Form found in Section 00 301 and all of its attachments must be complete and attached or the bid will be considered non-responsive.

   Dave White provided an overview of all the allowances and value engineering provisions.

   Heather Tippey Pierce reviewed the Small and Emerging Business (SEB) requirements as indicated in the Instructions to Bidders 00 100. Work equivalent to a minimum of 15% of the total contract amount must be subcontracted with and self-performed by registered SEBs. *To clarify the discussion on self-performance: Self-performance requires SEB subcontractors to perform a minimum of 70% of the total on-site labor and be solely responsible for procurement of all materials used. SEB subcontractors are further restricted to subcontracting any work not self-performed to another certified SEB.*

   Wade Trim developed a list of potential SEB Work Categories that was used to develop the SEB contracting goal and made the handout available to bidders.

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An Economic Inclusion Plan (EIP) must be submitted with the bid. Failure to properly follow and meet the Small and Emerging Businesses & EIP requirements as part of the bid will result in your entire bid being non-responsive.

5. **Project Overview**
   Dave White gave an overview of the project which is required as a part of the City's Long Term Combined Sewer Overflow (CSO) Control Plan. This project is the first of a two phased construction to build a Retention Treatment Basin Facility. Removal of landfill debris and grading of the site needs to be completed in advance of the Phase 2 construction project expected to begin in late summer 2016. It was clarified that the project requires the placement of approximately 5,000 cubic yards of fill in the area north of the CSO 205 channel. This is as a result of additional fill that has been placed in this location by the UNO arena construction.

6. **Utility and Other Coordination (Section 01 100)**
   Dave White provided an overview of the Utility and Other Coordination items. Throughout construction, access along 64th Avenue needs to be maintained for MUD as well as the CNG fill station. Coordination will be required with the UNO Arena during sporting events. Coordination for NRD flood channel maintenance will also be required. Contractor shall not enter the Waters of the US as identified on the plans. Working hours will follow City of Omaha standards unless prior approval is granted. It was noted that the construction site is in a floodplain and that the Contractor should monitor the weather to avoid impacts during potential flood conditions.

7. **Contract Times**
   Dave White discussed the contract times as outlined in the Agreement in Section 00 500.

8. **Substitutions and "or Equals"**
   Dave White discussed the Substitutions and "or Equals" section outlined in Section 00 100, Instructions to Bidders. Substitution and "or equal" requests can be submitted after bidding.

9. **Construction Progress Schedule**
   Dave White discussed the Construction Progress Schedule requirements as listed in Section 01 320.

10. **Payments and Retainage**
    Dave White discussed the payments and retainage as outlined in the Agreement in Section 00 500.

11. **Sales and Use Tax**
    Dave White discussed the sales and use tax requirements as outlined in the Instructions to Bidders. The project is exempt from Nebraska State Sales and Use Taxes on materials and equipment incorporated into the Work.

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12. **Project Meetings**
Dave White gave an overview of the various project meetings. It was clarified that Bi-Weekly Progress meetings will be required and that the Environmental Meetings will be held in conjunction with the Progress Meetings.

13. **Testing**
Dave White informed attendees that the additional testing needed to meet the requirements for landfill disposal will be performed by a company contracted by the City. The Contractor will be required to make accommodations to facilitate inspections and tests as a part of their base bid.

14. **Environmental Items**
Emily Holtzclaw provided an overview of environmental related items including a discussion on the status of Owner obtained permits and permits to be obtained by the Contractor. Permitting information can be found in Section 01 561. Issues highlighted include:

- Contractor is not expected to obtain any permits. Construction dewatering is not anticipated.
- The Owner will obtain the NPDES General Permit for Construction Stormwater Discharge – NOI and Grading Permit prior to start of construction.
- An Environmental Compliance Officer is required.
- The Initial Permitting and Environmental Conference will be held before construction but after the BMPs have been installed.
- Biweekly Environmental Coordination (held as a part of the Progress Meetings) and a Final Environmental Conference will also be required.
- Due to the Migratory Bird Treaty Act, the City has initiated tree clearings in advance of construction.
- The soils on site are considered to be contaminated as discussed in the contract documents.

15. **Sustainability**
Dave White discussed that sustainability measures are encouraged which can be found in Section 01 351. This section relates to C&D waste generated by the Contractor and does not refer to the existing C&D landfill material currently on site.

16. **Administration of Construction Documentation**
Dave White gave a brief overview of the CSO Program Web Portal used for RFIs and Field Orders and posting of other construction documents. The winning contractor will receive Web Portal training provided by the PMT.

17. **Project Property and Easement Status**
Dave White gave an overview of easement status. All easements needed for construction have been obtained.

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18. Supplementary Reports

Dave White mentioned that the supplementary reports are located under the Q&A Section on the City's bidding website.

19. Questions & Answers

Dave White opened the meeting up to additional questions from the Bidders. It was requested that all questions also be submitted in writing to Dave White (dwhite@wadetrim.com) and Jeff Ray (jray@wadetrim.com). Dave White indicated that bidders could request approval of alternate disposal sites prior to submitting bids and those responses would be kept confidential on this issue. *During the meeting, questions were asked by those in attendance. These questions and answers are discussed in a separate document.*

20. Site Visit

Attendees were encouraged to visit the project site at the conclusion of the meeting.

Attachments

1. Pre-Bid Meeting Agenda
2. Pre-Bid Meeting Sign In Sheets
3. SEB Potential Work Areas Handout

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CLARIFICATIONS
Pre-Bid Meeting Summary with Agenda, Sign-In Sheet, and SEB Potential Work Areas Handout

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MEETING AGENDA

OPW 52049A, Phase 1 - Saddle Creek RTB Early Soils Removal

Pre-Bid Meeting

MEETING DATE:	**December 22, 2015**
MEETING TIME:	**1:30 to 3:00 PM**
VENUE:	**City of Omaha Public Works, Jesse Lowe Conference Room, 3rd Floor, 1819 Farnam St. 68182**

1. Introductions–Discussed by Jake Hansen
   - City Project Manager: Jake Hansen
   - City Construction Manager: Tom Glow
   - PMT Coordinator: Amit Shrivastava
   - PMT Compliance Coordinator: Pat Nelson
   - PMT Construction Manager Contact: Kent Bienlien
   - Design Project Manager: Dave White, Wade Trim
   - Contact for Questions: Jeff Ray, Wade Trim

2. Bid Opening Date, Place and Time (Section 00020, Invitation To Bid) - Discussed by Dave White
   - Bid opening to be held January 13, 2016 at Omaha/Douglas Civic Center. Time of opening 11:00 AM Local Time.
   - Mechanics for bid submittal see Specification Section 00 020, Invitation to Bid.

3. Interpretations (Section 00 100, Instructions to Bidders) - Discussed by Dave White
   - Reference Article 6 – Interpretations and Addenda.
   - Last addenda issued no later than 7 days before bid opening.
   - Questions received less than 10 days prior to the date for opening of Bids may not be answered.
   - Questions addressed to Jeff Ray and Dave White at Wade Trim per listed contact information.
   - Copy of the summary for this meeting will be included in addenda.

4. Bidding and Contracting Requirements - Discussed by Dave White and Heather Tippey Pierce
   - Funds for the Project will come from the City of Omaha Sewer Revenue Fund.
   - General Contractor must self-perform a minimum of 30% of the on-site labor. (Section 00 805, Supplementary Conditions SC-6.06)
   - Bid Form (Section 00 301)
   - Small and Emerging Businesses (Instructions to Bidders 00 100, Item 24. Utilization of Small and Emerging Small Businesses).

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Updated: 12/11/2012

- Work equivalent to a minimum of 15% of the total contract amount must be subcontracted with and self-performed by registered SEBs.
- For questions on certification, including a listing of the SEB Program Participants, please see the City of Omaha Human Rights & Relations website at www.cityofomaha.org/humanrights/contract-compliance or contact via phone: 402-444-5055
- Bidders must complete the Participation Utilization Form & Participation Disclosure Form and submit with their bid/agreement documentation in order to be considered.
- Potential SEB Work Categories

- Economic Inclusion Plan (EIP) Requirements
- Failure to properly follow and meet the Small and Emerging Businesses & EIP requirements as part of the bid will result in your entire bid being non-responsive.
- Designation of Subcontractors (Exhibit D)
- Allowances (Section 01 065, Measurement and Payment and Section 01 2100, Allowances)
  - SWPPP Allowance
  - Environmental Allowance
- Value Engineering (Section 01 060, Special Conditions)

5. Project Overview - Discussed by Dave White
   - Summary of Work
     - This Project is construction of the OPW 52049A Phase I City of Omaha Saddle Creek Retention Treatment Basin (RTB) Early Soils Removal.
     - The project site is the current location of a C&D debris landfill that was used historically to store excess soils and demolition debris from water main and sewer repair areas in the City of Omaha. The C&D landfill area is located south of the existing CSO 205 channel, west of 64th Ave, north of an existing MUD facility and east of the Little Papillion Creek.
     - The work needs to be completed within the project schedule as subsequent to completion of the site preparation work, a second contractor will begin work on the Phase 2 construction of the RTB which is the construction of a large combined sewer overflow treatment facility to be built by others.
     - In general, this Work includes the furnishing of labor, materials, equipment, and incidentals, and other miscellaneous associated work that consists of the following:
     - Installation of two construction entrances to be left in place that will be used for both project's construction work to access the project site.
     - Installation of a permanent privacy fence and access gate along the northern border with the UNO Arena to screen the construction operations.
     - Placement of appropriate construction stormwater BMPs.
     - Grading of the former landfill area to the ground elevations shown on the proposed plan drawings.

     - TOTAL EXCAVATION - Excavation and removal of approximately **70,000** cubic yards of existing soil and Construction & Demolition Debris from the landfill area. The vertical limits of the excavation have been set with the intent of not requiring

construction dewatering or the need for temporary bracing to facilitate removal of the material.

- The soils and groundwater on the site shall be assumed to be "Contaminated" according to regulatory definitions established by the NDEQ in the Omaha CSO Program Wide Materials Management Plan due to the discovery of elevated concentrations of manganese, iron and cobalt that exceed the threshold for the NDEQ Voluntary Cleanup Standards for residential levels found during Limited Subsurface Investigations. Elevated concentrations of waste oil was also discovered during these Investigations.

- Based on the sampling conducted to date, no "Hazardous Wastes" or areas of known "Hazardous Environmental Conditions" have been found within the proposed construction site areas.

- EMBANKMENT DISPOSAL ON-SITE - Staging, sorting and preparation of an estimated **5,000** cubic yards of excavated soil for placement per the proposed grading plan drawings within a future RTB construction staging area. This area is located to the north of the existing CSO 205 channel, west of Dupont Street, east of the Little Papillion Creek and south of the newly constructed UNO Baxter Ice Arena and parking areas. This work will require that existing construction demolition waste be separated on-site from the soils such that the material will be suitable for fill. The separated demolition waste shall be hauled from the site and either recycled or disposed of at an NDEQ permitted C&D landfill or alternative disposal location.

- RECYCLING OR ALTERNATIVE DISPOSAL – Reuse or disposal of an estimated **19,500** cubic yards of excavated soil and/or C&D landfill debris through one or a combination of all of the following approaches:
  - Staging, on-site sorting, and recycling of demolition materials such as concrete, bricks, rubble, asphalt and piping material and hauling off site.
  - Disposal of soils in a NDEQ permitted C&D landfill.
  - Disposal of soils through placement at an industrial site acceptable to the City.
  - In the event the CONTRACTOR desires to not recycle or cannot find an acceptable alternative disposal location, both soils and C&D material can be disposed of at an NDEQ permitted C&D landfill, or as described in the paragraph below.

- REMAINING MATERIAL DISPOSAL - Hauling and disposal of an estimated **45,500** cubic yards of remaining soil and/or C&D landfill debris at a certified C&D landfill. The City of Omaha has an agreement with Douglas County with regards to availability of disposal at Waste Management's Pheasant Point landfill. Contractor may contract with Waste Management to arrange for disposal at prearranged pricing.

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6. Utility and Other Coordination (Section 01 100) - Discussed by Dave White
   - Other coordination
     - MUD
     - UNO/Parking/Entrance/Schedules
   - Working hours
   - Haul Routes/Access

7. Contract Times (Section 00 500, Agreement - Discussed by Dave White
   - Reference Article 4.
   - Notice-To-Proceed expected to be provided by February 8, 2015
     - Substantial Completion 106 Calendar Days defined in SC 1.01
     - Final Completion 30 Calendar Days After Substantial Completion
   - Liquidated Damages
     - For Substantial Completion $1,500 per day
     - For Final Completion $1,500 per day

8. Substitutions and "or Equals" (Section 00 100, Instructions To Bidders) - Discussed by Dave White
   - Substitution and "or equal" requests can be submitted after bidding.
   - Reference Article 10.
   - Procedure for submission and consideration after award of Contract is set forth in Paragraphs 6.05A, 6.05B, and 6.05C of the General Conditions.
   - Reference Spec Section 00624 for "Or Equal' and Substitution Request Form

9. Construction Progress Schedule (Section 01 320, Construction Progress Schedule) - Discussed by Dave White
   - Development of acceptable baseline schedule is part of mobilization Bid Item.
   - Monthly update required as part of Payment Application process.

10. Payments and Retainage (Section 00 500, Agreement) - Discussed by Dave White
    - Reference Article 6.
    - Retainage will be ten percent of the cost of the work
    - Upon Substantial Completion, retainage may be reduced to 125 percent of the cost of the remaining work on the contract as estimated by the Engineer plus other amounts in accordance with GC 14.02.

11. Sales and Use Tax (Section 00 100, Instructions to Bidders) - Discussed by Dave White
    - Reference Article 22.
    - Project exempt from Nebraska State Sales and Use Taxes on materials and equipment incorporated into Work.
    - Said taxes shall not be included in the Contract Price.
    - City will provide Form 92 to successful contractor.

12. Project Meetings (Section 01 200, Project Meetings) - Discussed by Dave White
    - Preconstruction Conference.

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- Preconstruction Public Information Meeting.
- Preliminary Progress Schedule Review Meeting.
- Progress Meetings – Weekly

13. Testing - Discussed by Dave White
    - City will contract directly with Agency for testing
    - Contractor to make accommodations to facilitate tests

14. Environmental Items - Discussed by Emily Holtzclaw
    - Permits (Section 01 561)
        - Environmental Overview
        - Owner permits obtained or to be obtained

Permit	Agency	Permit Status	Acceptance Date
Permit for Occupation of Levee Right-Of-Way	Papio-Missouri River NRD	Approved	5/29/15
Floodplain Development Permit	City of Omaha / Papio-Missouri River NRD	Approved	6/17/15
NPDES General Permit for Construction Stormwater Discharge - NOI	NDEQ	Will submit 30 days prior to start of Construction	TBD
Grading Permit	City of Omaha	Will submit 30 days prior to start of Construction	TBD

It should be noted that while a 404 permit has been obtained there should be no work done below the high water mark.

- Permits to be obtained by Contractor:
    a. Contractor is not anticipated to obtain any permits as no construction dewatering is anticipated. If a dewatering permit is required, it is obtained through the NDEQ and the water that is discharged will need to meet NDEQ Water Quality Standards.

- Excavated Materials (Spec Section 02 5000 for Disposal of Soils and C&D Landfill Material)
    - Refer to the following documents provided as Supplemental Information to understand environmental contamination concerns for the Project:
        - Phase 1 Environmental Site Assessment for City of Omaha
        - Limited Subsurface Investigation Saddle Creek RTB
    - These documents describe the past history of the site and provide sampling analytical results that can be provided to entities that are considering accepting the waste.
    - Manganese, iron and cobalt exceed NDEQ Residential Voluntary Cleanup Standards.
    - Total Petroleum Hydrocarbons, as waste oil, were present in several soil samples.
    - Soil will need to be monitored during construction for any signs of contamination.
- SWPPP and Environmental Allowance (Spec Section 01 2100)

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- Temporary Environmental Protection (Section 01 560-Temporary Environmental Controls)
  - Environmental Protection Plan
    - Draft submitted no later than 15 days after Notice to Award
  - Environmental Compliance Officer
- Migratory Bird Treaty Act
  - Initial Clearing has been done.
- Meetings
  - Initial Permitting and Environmental Conference
  - Biweekly Environmental Coordination Meetings
  - Routine Compliance Inspections
  - Final Environmental Conference

15. Sustainability (Section 01 351) - Discussed by Dave White
    - Section refers to C&D waste generated by the Contractor
    - Sustainability measures encouraged.
    - Recycle, salvage, and reuse of materials tracking.

16. Administration of Construction Documentation - Discussed by Dave White
    - Shop drawings, samples and miscellaneous submittals. (Section 01 340)
    - CSO Program Web Portal used for RFIs and Field Orders and posting of other construction documents.

17. Project Property and Easement Status - Discussed by Dave White
    - Overview of easement status.
      - MUD Agreement for Project Site,
      - UNO Right of Entry Agreement

18. Supplementary Reports (Section 00 805, Supplementary Conditions) - Discussed by Dave White
    - Located under Q&A Section on City website
    - Supplemental Information Included with Contract Documents
      - Phase 1 Environmental Site Assessment
      - Limited Subsurface Investigation
      - Wetland Delineation and Waters of the U.S. Determination Technical Memorandum
      - Biological Survey Update
      - Geotechnical Engineering Report
      - Construction Dewatering Assessment
      - Materials Management Plan for Soils and Groundwater

19. Questions & Answers

20. Site Visit

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CSO!
Clean Solutions for Omaha

Meeting Sign-In Sheet				
Project Name:	**Saddle Creek RTB Early Soils Removal**	Job No.:	**OPW 52049A**	
Purpose:	**Pre-Bid**	Date / Time:	**December 22, 2015**	**1:30 PM**

Initial	Name / Title	Company	E-Mail	Telephone
	Kirk Pfeffer	City	Kirk.Pfeffer@cityofomaha.org	402-444-4911
	Jim Theiler	City	James.Theiler@cityofomaha.org	402-444-4923
	Marty Grate	City	Martin.Grate@cityofomaha.org	402-444-5225
	Mike Arends	City	Mike.Arends@cityofomaha.org	402-444-3915 ext 203
	Jake Hansen	City	Jake.Hansen@cityofomaha.org	402-444-3922 ext 2202
	Eitan Tsabari	City	Eitan.Tsabari@cityofomaha.org	402-444-3915 ext 249
	Heather Tippey Pierce	City	htpierce@cityofomaha.org	402-444-3275
	Thomas Glow	City	Thomas.Glow@cityofomaha.org	402-444-5279
✓	Scott Aurit	PMT	Scott.Aurit@hdrinc.com	402-609-7500
	Amit Shrivastava	PMT	Amit.Shrivastava@hdrinc.com	402-926-7122
	Tom Heinemann	PMT	Tom.Heinemann@CH2M.com	402-609-7513
	Perrin Niemann	PMT	Perrin.Niemann@CH2M.com	970-407-0120
	Emily Holtzclaw	PMT	Emily.Holtzclaw@CH2M.com	402-609-7510
	Dave White	WT	dwhite@wadetrim.com	402-345-3900
	Jeff Ray	WT	jray@wadetrim.com	402-345-3900
	Sean Bell	WT	sbell@wadetrim.com	402-345-3900
	Linda Lovgren	LM	lovgren@lovgren.com	402-397-7158

Please Print

	Name / Title	Company	E-Mail	Telephone
	Steve Hansen	Kiewit Infrastructure	Steve.Kehansen@Kiewit.com	402-734-9200
	David Fucinaro	Fucinaro Excavating	dmfucinaro@cox.net	402-733-4100
	Ron Fucinaro			402-306-8885
	Scott Cornell	Waste Management	scornell@wm.com	314-306-4806
	Dave Reyes	GRAHAM	daver@grahamus.com	402-891-9651
	Monty Habrock	Roloff	montyh@roloffinc.com	402-861-1721
	Dan Pink	Pink Grading	dan@pinkgrading.com	402-681-7830
	Emily Holtzclaw	CEO PMT Compliance	emily.holtzclaw@chzm.com	402-609-7510
	Bob Johnson	Brunow Contracting	bobj@brunowcontracting.com	402-960-9952
	Matthew Lafollette	Envicoworks LLC	mlafollette@envicoworks.net	402-506-4884
	Corey Woods	Pink Grading	Corey@pinkgrading.com	402-681-6416
	John Vrenick	Environmental Restoration	jvrenick@erllc.com	402-681-8095
	Rustin Anderson	Nebraska Bcsd	nebraska.bcsd@hotmail.com	402-651-8060
	Brian Smith	Lynn Smith	Bsmith.Lynn Smith@cox.Net	402-453-6200
	Scott Aurit	PMT	saurit@hdrinc.com	402-575-1617
	Matt Berington	Valley Corp	matt@valleycorp.com	402-679-1795
	Jake Sibbernsen	Sibbernsen Excavating	jake@sibbco.com	402-830-5885
	Brian Lasher	Sudbeck Const	blasher@SudbeckCompanies.com	402-858-9548

OPW 52049A Saddle Creek RTB Early Soils Removal Potential Areas for SEB Involvment

Item	Trade (*)
Install Silt Fence	LANDSCAPING
Install Grate Inlet Protection	LANDSCAPING
Construction Entrance with Double Rumble Strip	LANDSCAPING
Clearing and Grubbing - General	SITE PREPARATION
Remove Integral Curb	CONCRETE
Excavation Haul-Off Landfill[1]	SITE PREPARATION
Construct 9-inch Concrete Pavement Type L65	CONCRETE
Rolled Erosion Control, Type 1	LANDSCAPING
Construction Entrance Signage	SIGN PANELS & INSTALLATION
SWPPP Notification Sign	SIGN PANELS & INSTALLATION
CSO Notification Sign	SIGN PANELS & INSTALLATION
Construct Construction Security Fence	SITE PREPARATION
Excavation and Hauling of Recycled Material and Alternative Disposal	SITE PREPARATION GRADING AND EXCAVATING
Temporary Seed Mix	LANDSCAPING
Traffic Control - Warning & Barricading	BARRICADE EQUIPMENT & RENTAL